

File No. 250182

Committee Item No. 9

Board Item No. 9

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date April 30 2025

Board of Supervisors Meeting Date May 6, 2025

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Grant Information Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Correspondence

#### OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Original Agreement 7/1/2018</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Amendment No. 1 6/1/2022</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Amendment No. 2 2/1/2023</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Amendment No. 3 3/1/2023</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>CSC Approval 48652-16/17 6/19/2017</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>CSC Approval 40587-17/18 11/20/2017</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>CSC Approval 48652-16/17 9/6/2024</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>BOS Resolution No. 259-22 6/10/2022</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>BOS Resolution No. 296-23 6/7/2023</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>DPH Presentation 4/30/2025</u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>

Completed by: Brent Jalipa Date April 24, 2025

Completed by: Brent Jalipa Date May 1, 2025

1 [Contract Amendment - Community Forward SF - Substance Use Disorder and Mental Health  
2 Services - Not to Exceed \$42,052,558]

3 **Resolution approving Amendment No. 4 to the Agreement between the City, acting by**  
4 **and through the Department of Public Health (DPH), and Community Forward SF to**  
5 **provide mental health and substance abuse treatment services, to extend the term by**  
6 **three years from June 30, 2025, for a total term of July 1, 2018, through June 30, 2028,**  
7 **and to increase the contract amount by \$19,754,516 for a new total not to exceed**  
8 **amount of \$42,052,558; and to authorize DPH to enter into amendments or**  
9 **modifications to the agreement that do not materially increase the obligations or**  
10 **liabilities to the City and are necessary to effectuate the purposes of the agreement or**  
11 **this Resolution.**

12  
13 WHEREAS, On August 23, 2017, and September 27, 2017, respectively, the  
14 Department of Public Health issued a Request for Proposals (RFP 08-2018 and RFP 26-  
15 2016) for substance use disorder treatment services and mental health outpatient programs  
16 for adult/older adult system of care; and

17 WHEREAS, Community Forward SF submitted a proposal and was the highest ranked  
18 proposer; and

19 WHEREAS, DPH awarded the contract to Community Forward SF; and

20 WHEREAS, The contract is consistent with the Civil Service Commission's approval  
21 obtained on June 19, 2017, and November 20, 2017, respectively, under Personal Service  
22 Contract No. 48652-16/17 and 40587-17/18; and

23 WHEREAS, On July 1, 2018, DPH and Community Forward SF entered into an  
24 agreement for mental health and substance abuse treatment services ("Original Agreement");  
25 and

1 WHEREAS, The Original Agreement has a term of July 1, 2018, through June 30,  
2 2022, and a not to exceed amount of \$9,548,108; and

3 WHEREAS, DPH amended the Original Agreement on June 1, 2022, to extend the  
4 term by one year and to increase the maximum expenditure by \$3,551,892 to \$13,100,000,  
5 for mental health and substance abuse treatment services (the "First Amendment"); and

6 WHEREAS, DPH amended the First Amendment on February 1, 2023, to increase the  
7 maximum expenditure by \$500,000 to \$13,600,000, for mental health and substance abuse  
8 treatment services (the "Second Amendment"); and

9 WHEREAS, DPH amended the Second Amendment on March 1, 2023, to extend the  
10 term by two years and to increase the maximum expenditure by \$8,698,042 to \$22,298,042,  
11 for mental health and substance abuse treatment services (the "Third Amendment"); and

12 WHEREAS, DPH wishes to amend the agreement by extending the term to June 30,  
13 2028, and increasing the maximum expenditure by \$19,754,516 to \$42,052,558 (the "Fourth  
14 Amendment"); and

15 WHEREAS, The Fourth Amendment is consistent with the Department of Human  
16 Resources on behalf of the Civil Service Commission's approval obtained on September 6,  
17 2024, under PSC No. 48652-16/17; and

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

21 WHEREAS, The proposed amendment contained in File No. 250182, is substantially in  
22 final form, with all material terms and conditions included, and only remains to be executed by  
23 the parties upon approval of this Resolution; now, therefore, be it

24 RESOLVED, That the Board of Supervisors hereby approves the amendment in  
25 substantially the form contained in File No. 250182; and, be it

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

7           FURTHER RESOLVED, That within 30 days of the amendment being fully executed by  
8     all parties, DPH shall submit to the Clerk of the Board of Supervisors a completely executed  
9     copy for inclusion in File No. 250182; this requirement and obligation resides with the  
10    Department, and is for purposes of having a complete file only, and in no manner affects the  
11    validity of approved amendment.

12  
13  
14  
15  
16    RECOMMENDED

17          /s/      

18    Daniel Tsai

19    Director of Health  
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25



<b>Item 9</b> <b>File 25-0182</b>	<b>Department:</b> Public Health
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p>	
<ul style="list-style-type: none"> <li>The proposed resolution approves Amendment No. 4 to the agreement between the Department of Public Health (DPH) and Community Forward SF, extending the contract term by three years, from June 30, 2025, to June 30, 2028, resulting in a total contract duration from July 1, 2018, through June 30, 2028, and increasing the not-to-exceed amount by \$19,754,516 to \$42,052,558.</li> </ul>	
<p style="text-align: center;"><b>Key Points</b></p>	
<ul style="list-style-type: none"> <li>This contract funds A Woman’s Place, which includes (1) a Transitional Housing &amp; Recovery Program, (2) an Outpatient Clinic, and (3) a Drop-In Center, designed to provide treatment services to people who identify as a woman and with a focus on those experiencing homelessness, trauma, and co-occurring disorders in San Francisco.</li> <li>DPH’s FY 2023-24 program monitoring rated Transitional Housing and Drop-In programs “Commendable” (with an overall rating of 4/4) and Outpatient “Acceptable” (with an overall rating of 3/4). However, certain elements of each program were not monitored.</li> <li>On June 12, 2024, fiscal monitoring found the contractor had only nine days of operating cash on hand, under the 30-day reserve standard for a second straight year, due to delayed City payment. In addition, Community Forward SF’s multi-year fundraising plan boosted nongovernmental revenue to \$675k in FY 2023-24 and targets \$1.2 million in FY 2024-25, to diversify revenue sources for the organization.</li> </ul>	
<p style="text-align: center;"><b>Fiscal Impact</b></p>	
<ul style="list-style-type: none"> <li>This amendment authorizes an additional \$19,754,516 in funding, bringing the total contract amount from \$22,298,042 to \$42,052,558.</li> <li>The contract is funded through a combination of federal, state, and local sources. 82 percent of funding comes from the General Fund. Federal Medi-Cal contributions account for 8.3 percent of contract funding. A Bridge Housing State Grant provides 9.4 percent in State funding specifically for housing-linked behavioral health services.</li> </ul>	
<p style="text-align: center;"><b>Recommendation</b></p>	
<ul style="list-style-type: none"> <li>Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

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

**BACKGROUND****Community Forward SF**

Community Forward SF is a San Francisco-based non-profit that provides behavioral health and supportive housing programs. This contract funds A Woman's Place, which includes a transitional housing program, drop-in center, and substance use outpatient treatment program designed to provide treatment services to people who identify as a woman and with a focus on those experiencing homelessness, trauma, and co-occurring disorders in San Francisco.

**Previous Amendments**

On July 1, 2018, the Department of Public Health (DPH) and Community Forward SF entered into an agreement for mental health and substance abuse treatment services with a term of July 1, 2018, through June 30, 2022, and a not-to-exceed amount of \$9,548,108.

On June 1, 2022, The Board of Supervisors authorized Amendment No.1 to extend the term by one year, through June 30, 2023, and to increase the maximum expenditure by \$3,551,892 to \$13,100,000 (File 22-0443).

On February 1, 2023, the DPH authorized Amendment No. 2 to increase the maximum expenditure by \$500,000 to \$13,600,000.

On June 7, 2023, the Board of Supervisors authorized the third amendment to extend the contract by two years, through June 30, 2025, and increase the total contract funding by \$8,698,042 to \$22,298,042 (File 23-0572).

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution approves Amendment No. 4 to the agreement between the Department of Public Health (DPH) and Community Forward SF, extending the contract term by three years, from June 30, 2025, to June 30, 2028, resulting in a total contract duration from July 1, 2018, through June 30, 2028, and increasing the not-to-exceed amount by \$19,754,516 to \$42,052,558.

**Scope of Work**

Under this amendment, Community Forward SF will continue operating A Woman's Place centered at 1049 Howard Street and the associated Drop-In Center located at 211 13<sup>th</sup> Street. The program has three components: (1) a Transitional Housing & Recovery Program, (2) an Outpatient Clinic, and (3) a Drop-In Center. While there are no restrictions on ethnicity or

populations, the focus of the program is to provide mental-health, substance-use, and housing services to adults who identify as women and with co-occurring disorders, histories of violence, or prolonged street exposure in the Tenderloin, South of Market, and Mission Districts. Clients are admitted regardless of income or active drug use so long as substances are not used on-site. The program's three components are:

1. A Woman's Place: Substance Abuse - Transitional Housing & Recovery Program

The Transitional Housing & Recovery Program annually serves at least 55 unduplicated adults and is funded with 8.8 full-time equivalent (FTE) employees. The Wellness & Recovery program offers dorm-style shelter and up to twelve months of transitional housing. Patients enter through referral or short stabilization beds (five to fourteen days). During their stay, clients attend weekly individual therapy and three group sessions, and contribute up to 30 percent of income when available. Services include clinical assessment, medication-assisted treatment, nursing care, case management, and referrals to primary care, psychiatry, and permanent housing. Clients exit when they obtain stable housing, reunify with family, or transfer to another level of care, and may continue outpatient services after discharge.

2. A Woman's Place: Mental Health - Outpatient Clinic

The Mental Health Outpatient Clinic annually serves at least 75 unduplicated adults and is funded with 12.97 FTE employees. Women are brought in through community outreach or a referral from another program. They are provided with a clinical assessment and collaborate with staff to build a treatment plan at intake. Participants commit to at least one weekly therapy session and three support groups and may access on-site nursing care, case management, medical and psychiatric referrals, and daily wellness activities. When a client no longer meets medical-necessity criteria or requests transfer, staff coordinate placement in another program or external service and maintain follow-up to support continuity of care.

3. A Woman's Place: Drop-In Center

A Woman's Place Drop-In Center annually serves at least 230 unduplicated adults, up to 45 at a time, and is funded with 19.21 FTE employees. Services include trauma-informed assessments by clinicians, motivational interviewing, cognitive behavioral therapy, creative therapies such as art, music, and movement. The 24-hour facility also meets immediate needs with meals, showers, laundry, and safe resting areas. Retention is pursued through recreational community-building activities that encourage deeper engagement in individual and group therapy. Clients exit by placement in another program, brief safety-related service denial (always under 90 days to-date), or voluntary discharge.

Between the three programs, the DPH estimates that Community Forward serves at least 360 clients per year. The contract funds 40.98 FTE employees.

**Performance**

The DPH completed its most recent programmatic review of Community Forward SF's Mental Health Outpatient Clinic and its Transitional Housing & Recovery Program for FY 2023-24. An on-site visit occurred on January 30, 2025, followed by a remote file review on March 27, 2025.

The DPH evaluated four areas: (1) Program Performance, (2) Program Deliverables, (3) Program Compliance, and (4) Client Satisfaction.<sup>1</sup> The detailed results are shown below in Exhibit 1.

<b>Exhibit 1: FY 2023-24 Program Results</b>	<b>Transitional Housing &amp; Recovery</b>	<b>Outpatient</b>	<b>Drop-In Center</b>
Overall Program Rating (1-4)	4	3	4
Performance Score	Not Rated	60%	100%
Compliance Score	100%	100%	100%
Actual/Budgeted Clients	100%	88%	100%
Actual/Budgeted Units of Service	100%	No Data	100%
Plan of Action Required	No	Yes - staff training for emergencies & opioid overdose	No
Client Satisfaction	100%	67%	Did not assess client satisfaction

Source: DPH

Note: According to DPH, the low client count for the Outpatient program was partially due to incomplete client data resulting in the department-wide transition of systems from Avatar to Epic.

As shown above, DPH rated the Transitional Housing and Drop-In Center programs as either a “4 - Commendable/Exceeds Standards” and the Outpatient program as “3 – Acceptable/Meets Standards. The Outpatient program did not meet certain performance objectives, such as completing client intakes on a timely basis. DPH also noted that the Outpatient program staff did not complete all required trainings related to emergencies and opioid overdoses and required a Plan of Action for the provider to complete the trainings by June 30, 2025.

Certain elements of DPH’s program review were not completed. Although the program has been in place since 2018, DPH did not assess the performance of the Transitional Housing program because DPH’s standard objectives were not applicable to this program. DPH reports this was an oversight and a newly hired Compliance Manager is developing new performance metrics, such as percentage of clients attending group and clinical meetings, which would be monitored during FY 2024-25. In prior years, DPH evaluated all three programs’ performance as a whole. In addition, DPH was not able to review the units of service and client satisfaction surveys for the Outpatient program because the data was not available at the time of DPH’s review. During our reporting process, DPH reported that client satisfaction with the Outpatient program was 67 percent and that they did not reassess units of service or client satisfaction after the program monitoring process was complete due to staffing constraints. The client surveys for the Drop-In

<sup>1</sup> **Program Performance** is component of overall contract performance and includes service and outcome goals, such as establishing targets for treatment, reducing the ongoing need for the same level of care, or successful exits from the program. **Program Compliance** refers to the program’s orderly maintenance of client data and compliance with health regulations.

center did not obtain input on client satisfaction (but instead were asked about client demographics and needs).

### Fiscal and Compliance Monitoring

The latest Fiscal and Compliance Monitoring Report was issued on June 12, 2024, for the FY 2023-24 cycle. Fiscal monitoring identified one finding. As of June 30, 2023, the agency held only nine days of operating cash in reserves. This was the second consecutive year with an instance of the reserve balance being below the thirty-day reserve standard. Community Forward SF attributed the shortfall to delayed payments from several City contracts and outlined a multi-year fundraising strategy that increased revenue from non-governmental sources to \$675,000 in FY 2023-24, with a target of \$1.2 million in FY 2024-25.

### FISCAL IMPACT

The proposed contract amendment authorizes an additional \$19,754,516 in funding, bringing the total contract amount from \$22,298,042 to \$42,052,558. The breakdown for the extension period is detailed below in Exhibit 2.

#### Exhibit 2: A Woman's Place Budget and Sources FY 2025-26 – FY 2027-28

Program	FY2025-26	FY2026-27	FY2027-28	Total
Mental Health Outpatient Clinic	1,094,707	1,094,707	1,094,707	3,284,121
Transitional Housing	1,955,580	1,955,580	1,955,580	5,866,740
Drop-In Center	2,374,780	2,374,780	2,374,780	7,124,340
CODB	232,564	353,225	476,902	1,062,691
<b>Subtotal</b>	<b>5,657,631</b>	<b>5,778,292</b>	<b>5,901,969</b>	<b>17,337,892</b>
Contingency (12%)	678,916	693,395	708,236	2,080,547
<b>Proposed Extension</b>				<b>19,418,439</b>

Source: DPH

Notes: Cost of Doing Business (COBD) is an inflationary adjustment to the program budget at a rate of 2.5 percent over the extended contract term.

### Total Contract Value

Exhibit 3 below shows the basis for the contract's total not-to-exceed value.

**Exhibit 3: Total Contract Value**

<b>Current Contract</b>	
FY 2018-19	717,016
FY 2019-20	2,453,884
FY 2020-21	2,827,870
FY 2021-22	3,141,589
FY 2022-23	3,078,287
FY 2023-24	4,875,559
FY 2024-25	5,539,914
Subtotal, Actual and Projected	22,634,118
<b>Proposed Amendment</b>	
FY 2025-26	5,657,631
FY 2026-27	5,778,292
FY 2026-27	5,901,969
Subtotal, Proposed Spending	17,337,892
Contingency (12%)	2,080,547
<b>Not-To-Exceed Amount</b>	<b>42,052,558</b>

Source: DPH

The contract spending increased from \$3.1 to \$4.9 million between FY 2022-23 and FY 2023-24 due to higher leases costs and 15 additional transitional housing beds. This higher level of spending is why the overall \$19,754,516 increase in contract value exceeds the \$19,418,439 spending and contingency for the proposed extension period.

**Source of Funds**

The contract is funded through a combination of federal, state, and local sources. 82 percent of funding comes from the General Fund. Federal Medi-Cal contributions account for 8.3 percent. A Bridge Housing State Grant provides 9.4 percent in State funding specifically for housing-linked behavioral health services.

**RECOMMENDATION**

Approve the proposed resolution.

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

**Fourth Amendment**

THIS AMENDMENT (this “Amendment”) is made as of January 1, 2025, in San Francisco, California, by and between **Community Forward SF** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

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

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-26-2016 and RFP-8-2017 issued on August 27, 2016 and August 23, 2017 respectively and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained on September 6, 2024 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 48652-16/17 in the amount of \$367,880,000 for the period commencing July 1, 2017 and ending June 30, 2028; and

WHEREAS, approval for this Amendment was obtained on February 5, 2024 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of \$438,051,200 for the period commencing January 1, 2018 and ending December 31, 2030; and

WHEREAS, approval for this Amendment under S.F. Charter 9.118 was obtained when the Board of Supervisors approved Resolution No.     on     .

Now, THEREFORE, the parties agree as follows:

**Article 1     Definitions**

The following definitions shall apply to this Amendment:

**1.1     Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2018 between Contractor and City as amended by this First Amendment dated July 1, 2021, the Second Amendment dated February 1, 2023, the Third Amendment dated March 1, 2023 and this Fourth Amendment.

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

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

## **Article 2 Modifications to Scope of the Agreement**

The Agreement is hereby modified as follows:

### **2.1 Term of the Agreement. Section 2.1 Term of the Agreement currently reads as follows:**

2.1 The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2025, unless earlier terminated as otherwise provided herein.

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

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

### **2.2 Calculation of Charges. Section 3.3.1 Calculation of Charges currently reads as follows:**

**3.3.1 Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or 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 goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Twenty-Two Million Two Hundred Ninety-Eight Thousand Forty-Two Dollars (\$22,298,042)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." 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. City will not honor minimum service order charges for any services covered by this Agreement.

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

**3.3.1 Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **Forty-Two Million Fifty-Two Thousand Five Hundred Fifty-Eight Dollars (\$42,052,558)**, the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

**2.3 Appendix A and A-1.** Appendix A and A-1 are hereby replaced in their entirety by Appendix A and A-1 dated January 1, 2025, attached to this Amendment Four and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A and A-1 in any place, the true meaning shall be Appendix A and A-1, dated July 1, 2024 which is a correct and updated version.

**2.4 Appendix B and B-1.** Appendix B and B-1 are hereby replaced in their entirety by Appendix B and B-1 dated January 1, 2025, attached to this Amendment Four and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B and B-1 in any place, the true meaning shall be Appendix B and B-1, dated July 1, 2024 which is a correct and updated version.

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



**2.6 Appendix E, BAA.** Appendix E dated April 12, 2018 is hereby replaced in its entirety by Appendix E, attached to this Amendment Four and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix E in any place, the true meaning shall be Appendix E, 2024, which is a correct and updated version.

**2.7 Appendix F, Invoices.** Appendix F is hereby replaced in its entirety by Appendix F dated January 1, 2025, attached to this Amendment Four and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix F in any place, the true meaning shall be Appendix F, dated July 1, 2024 which is a correct and updated version.

**2.8 Appendix I, COVID Proclamation.** Appendix I is hereby deleted from the Agreement.

**2.9 Appendix J, 214 Form Covid 19. Appendix J is hereby deleted from the Agreement.**

**2.10 Appendix K, Data Access Sharing Terms. Appendix K is hereby deleted from the Agreement.**

### **Article 3 Updates of Standard Terms to the Agreement**

**3.1 Section 1. Definitions.** The following are hereby added to the Agreement as Definitions in Article 1, replacing the previous Sections 1.5 and 1.7 in their entirety.

**1.5 “Confidential Information”** means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (“Chapter 12M”). Confidential Information includes, without limitation, City Data.

**1.7 “Deliverables”** means Contractor’s or its subcontractors’ work product, including any partially-completed work product and related materials, resulting from the Services 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.

**3.2 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.1 in its entirety.*

#### **3.1 Certification of Funds; Budget and Fiscal Provisions**

**3.1.1 Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 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.

**3.1.2 Maximum Costs.** 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 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 Authorization to Commence Work.** *The following is hereby added to Section 3.2 of the Agreement in its entirety.*

**3.2 Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

**3.4 Invoice Format.** *The following is hereby added to Section 3.3.4 of the Agreement in its entirety.*

**3.3.4 Invoice Format.** Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required.

**3.5 Getting Paid by City for Services.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.6 in its entirety.*

**3.3.6 Getting paid by City for Services.**

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfcitypartner.sfgov.org)

(b) At the option of City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

**3.6 Grant Funded Contracts.** The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.7 in its entirety.

**3.3.7 Grant Funded Contracts.**

**a. Reserved. (Grant Terms)**

**b. Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed due to Contractor's non-compliance with the Grant Terms, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.

**c. Reserved. (Subgrantees)**

**3.7 Payment Terms.** The following is hereby added to Article 3.3.8 of the Agreement in its entirety.

**3.3.8 Payment Terms.**

**a. Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

**b. Reserved. (Payment Discount Terms)**

**3.8 Audit and Inspection of Records.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.4 in its entirety.*

**3.4 Audit and Inspection of Records.** Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of 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 less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

**3.4.1** Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

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

3.4.3 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.2 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.

3.4.4 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.

**3.9 Submitting False Claims.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.5 in its entirety.*

**3.5 Submitting False Claims.** The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

**3.10 Services Contractor Agrees to Perform.** *The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.1 in its entirety.*

**4.1 Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of City are not authorized to request and City is not required to compensate for Services beyond those stated.

**3.11 Qualified Personnel.** *The following Section 4.2.2 is hereby deleted from the Agreement in its entirety.*

#### **4.2.2 Contractor Vaccination Policy.**

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

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

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

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

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

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

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

**4.5 Assignment.** The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

**3.13 Service Warranties.** *The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.6 in its entirety.*

**4.6 Reserved. (Service Warranties).**

**3.14 Performance Bond.** *The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.8 in its entirety.*

**4.8 Reserved. (Performance Bond).**

**3.15 Performance Bond.** *The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.9 in its entirety.*

**4.9 Reserved. (Fidelity Bond).**

**3.16 Emergency – Priority 1 Service.** *The following is hereby added to Article 4.10 of the Agreement.*

**4.10 Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

**3.17 Indemnification.** *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.2 in its entirety.*

## **5.2 Indemnification.**

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, “Claims”), arising from or in any way connected with Contractor’s performance of the Agreement, including but not limited to, 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 personal 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; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either’s agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor’s performance of this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City’s costs of investigating any claims against City.

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

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

5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

**3.18 Possessory Interest Taxes.** *The following is hereby added to Article 7 of the Agreement, replacing the previous Section 7.2 in its entirety.*

**7.2 Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a “possessory interest” for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

**3.19 Termination for Default; Remedies.** *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.2 in its entirety.*

## **8.2 Termination for Default; Remedies.**

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security
Appendix E	Business Associate Agreement		

b)

Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, 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 Default Remedies.** 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. Further, in accordance with San Francisco Administrative Code Section 10.27.1 (Controller may Offset), 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 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 in accordance with Article 11.**

**3.20 Works for Hire.** *The following is hereby added to Article 9 of the Agreement, replacing the previous Section 9.2 in its entirety.*

**9.2 Works for Hire.** All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables are ever determined not to be works for

hire under federal law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to 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 its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

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

**10.4 Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

**3.22 Nondiscrimination in the Provision of Employee Benefits.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.5 in its entirety.*

**10.5 Nondiscrimination Requirements.**

**10.5.1 Nondiscrimination in Contracts.** Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

**10.5.2. Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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 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 Labor and Employment Code Article 131.2.

**3.23 Minimum Compensation Ordinance.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.7 in its entirety.*

**10.7. Minimum Compensation Ordinance.** Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at



<http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

5.2 and shall contain contractual obligations substantially the same as those set forth in this Section.

**3.24 Health Care Accountability Ordinance.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.8 in its entirety.*

**10.8 Health Care Accountability Ordinance.** Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO

**3.25 Nonprofit Contractor Requirements.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.15 in its entirety.*

**10.15 Nonprofit Contractor Requirements.**

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

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

**3.26 Compliance with Laws Requiring Access for People with Disabilities.** *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.2 in its entirety.*

**11.2 Compliance with Laws Requiring Access for People with Disabilities.**

**11.2.1** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or

activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

**11.2.2** Contractor shall adhere to the requirements of (i) the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), (ii) Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), (iii) Section 255 of the Communications Act Guidelines, (iv) the applicable Revised Section 508 Standards published by the U.S. Access Board (<https://www.access-board.gov/ict/>), and (v) the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as amended from time to time. Contractor shall ensure that all information content and technology provided under this Agreement fully conforms to the applicable Revised 508 Standard, as amended from time to time, prior to delivery and before the City's final acceptance of the Services and/or Deliverables. Contractor shall provide technical assistance to City when responding to reasonable accommodation requests from City employees respecting their use of the Services provided under this Agreement.

**3.27 Order of Precedence.** *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.13 in its entirety.*

**11.13 Order of Precedence.** The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms attached, City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

**3.28 Business Associate Agreement.** *The following is hereby added to Article 13 of the Agreement, replacing the previous Section 13.3 in its entirety.*

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

**The parties acknowledge that CONTRACTOR will:**

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

**FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED**

**DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:**

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (1-10-2024)
  1. SFDPH Attachment 1 Privacy Attestation (06-07-2017)
  2. SFDPH Attachment 2 Data Security Attestation (06-07-2017)
  3. SFDPH Attachment 3 Protected Information Destruction Order Purge Certification (01-10-2024)

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

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

**3.29 Loss or Unauthorized Access to City’s Data; Security Breach Notification.** *The following is hereby added to Section 13.6 in its entirety.*

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

**3.30 Official Actions Relating to the Emergency; FEMA Assistance.** *The following Section 15 is hereby deleted from the Agreement in its entirety.*

**Article 15 Official Actions Relating to the Emergency; FEMA Assistance.**

**15.1 Orders of Local, State or Federal Officials.** City and Contractor mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. City and Contractor mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order (“Official Actions”), as they may be revised and updated. If the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern. Contractor shall stay updated on the status of the City Health Officer orders by checking the Department of Public Health website (sfdph.org) regularly.

**15.2 FEMA Assistance.** This is an acknowledgement that FEMA financial assistance will be requested by City and if provided will be used to fund all or a portion of this Agreement. Contractor shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including the

FEMA Emergency & Exigency Contracts Requirements attached hereto as Appendix D and incorporated herein by reference

#### **Article 4    Effective Date**

**Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the effective date of the agreement.

#### **Article 5    Legal Effect**

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

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

**CITY**

Recommended by:

\_\_\_\_\_  
Grant Colfax  
Director of Health  
Department of Public Health

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
Arnulfo Medina  
Deputy City Attorney

Approved:

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

**CONTRACTOR**

**Community Forward SF**

\_\_\_\_\_  
KARA ZORDEL  
Chief Executive Director

City Supplier ID:  
0000022483

**Appendix A**  
**Scope of Services – DPH Behavioral Health Services**

**1. Terms**

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

**2. Description of Services**

**3. Services Provided by Attorneys**

**1. Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Anthony Buckman**, Program Manager, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:



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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 – A Woman's Place (SA)

Appendix A-2 -- A Woman's Place (MH)

Appendix A-3– A Woman's Place Drop-In

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

**1. Identifiers:**

Program Name: A Woman's Place SA  
Program Address: 1049 Howard St.  
City, State, ZIP: San Francisco CA 94103  
Telephone/FAX: 415-487-2140/415-487-2142  
Website Address: [www.communityforwardsf.org](http://www.communityforwardsf.org)  
Contractor: Community Forward SF

Contractor Address: 1171 Mission St., 2<sup>nd</sup> Fl.  
City, State, Zip: San Francisco, CA 94103  
Website: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Persons Completing this Narrative: Erica Dratte, Sr. VP of Programs and Dr. Kerry Burns, Director of Clinical Services  
Telephone: :415.223.1419  
Email: [erica.dratte@communityforwardsf.org](mailto:erica.dratte@communityforwardsf.org) and [Kerry.burns@communityforwardsf.org](mailto:Kerry.burns@communityforwardsf.org)

Program Code(s): 97027

**2. Nature of Document:**

**Fourth Amendment**

**3. Goal Statement:**

By design, A Woman's Place (AWP) is to provide a safe, supportive living environment to homeless women of all ethnicities and who may have co-occurring disorders. Women at AWP can also access individual and group mental health services through AWP Mental Health Outpatient Program. Stabilization Support Beds are a low threshold opportunity for female-identified clients experiencing barriers to accessing services.

**4. Priority Population:**

A Woman's Place (AWP) will serve all ethnicities and populations within San Francisco the program is designed to meet the unique needs of those with low or no income, cis-gender and transgender women, who have experienced chronic homelessness. Our priority populations are cis- and transgender-identified women, women of color, and women with diverse sexual orientations as well as those who are dually or multiply diagnosed. Our clients include those with long term histories of substance use, survivors of domestic and interpersonal violence and/or sexual and physical assaults and those who meet medical necessity for mental health diagnoses, justice-involved individuals, and women with a history of an inability to utilize existing services. Clients are 18 years & older, with an emphasis on women at serious risk,

living in and around the Tenderloin, South of Market, and Mission Districts of San Francisco.

**5. Modalities/Interventions:** Holistic Approach that focuses on key indicators of wellness, including emotional, social, and physical health. Clinical interventions will utilize a combination of cognitive behavioral and harm reduction techniques.

## **6. Methodology:**

### **1. Outreach, Recruitment, Promotion, and Advertisement:**

AWP offers a safe environment where the most fundamental needs for safety, nourishment, and care are met. Women are encouraged to engage with support staff and support services both within the building and in the community, as they feel safe to do so. Both frontline and clinical staff remain attentive and always engaged; staff are extensively trained in crisis intervention and de-escalation should issues arise that require immediate intervention. Clients who reside onsite are required to enroll in individual and group mental health services located at AWP, offered through our Mental Health Outpatient Program.

Engagement is encouraged through building strong community support among clients and staff with the integration of social justice and social accountability models. Community building is fostered via both emotional support and progress groups as well as social, recreational activities. Clients commit to a minimum of one individual therapy session per week with clinical staff and a minimum of 3 support groups per week. Clients can also access an array of resources including the aforementioned individual therapy and daily groups, on site nursing care, referrals for primary care and psychiatric evaluation, case management and care coordination, special events and outings, mindful meditation activities, and a daily, morning walk-and-talk group.

Clinical staff members are trained to assess and evaluate for mental health issues, develop and collaborate on treatment planning with clients, and utilize appropriate therapeutic interventions and referrals, as appropriate. Mental Health Rehabilitation Specialists, or Clinicians, are trained in diverse, culturally responsive, and trauma-informed orientations and modalities to engage, retain, and provide evidence-based and effective therapeutic treatment to our clients.

### **B. Admission:**

AWP does not utilize a rigid admission policy. When further stabilization and/or isolation is appropriate, we require that they spend 5-14 days in Stabilization shelter beds. Admission was also granted to eligible clients, who could provide a negative COVID test upon entry. Eligible clients are required to live cooperatively in a communal setting and be willing and

able to attend mandatory individual and group sessions. Though this is not criteria for admission, clients are expected to pay 30% of their income as program fees.

### **C. Program Description:**

AWP offers a low-threshold, safe place for women who are experiencing homelessness and need stabilization during COVID-19 and beyond. AWP provides not only shelter but a dorm-style, congregate setting, including 3 meals a day, therapeutic and recreational activities as well as opportunities for community and social engagement. Frontline staff offer regular emotional support and resource offerings as well as facilitate daily activities, such as meals. Site Supervisor(s) facilitate monthly community meetings and offer opportunities for mediation, when needed.

At the time of intake, the client receives a packet containing both internal and external grievance policies and the process is explained. Grievance policies are also posted in client areas.

Clients are required to enroll in AWP MHOP while engaged in daily programming. Each woman entering AWP receives a preliminary assessment to determine medical necessity and appropriate levels of care and/or services needed. Clients receive assessment and diagnosis by a licensed clinician, or a registered Associate Marriage & Family Therapist (AMFT) Associate Clinical Social Worker (ASCSW) Associate Professional Counselor (APC) and individual and group therapy provided by a Mental Health Rehabilitation Specialist, or Clinician. Clinicians will assess each client by using the Adult/Older Adult Combined Assessment and will collaborate with the client on developing an individualized Treatment Plan of Care.

AWP MHOP uses evidence-based interventions focused on trauma-informed care, harm-reduction offerings, and holistic, therapeutic care, including cognitive therapy practices with dialectical behavioral skills. Clients will meet with their individual therapist at least one time per week or with more frequency when necessary. Clients will also engage in group therapies, which are offered daily. Groups include but are not limited to Morning Walk & Talk, Trauma & Art Therapy, Music Therapy, Mindfulness, Relapse Prevention, Building Bridges: Building Resilient Relationships, Process Groups, and more. The most highly utilized interventions in individual and/or group therapies include coping skills, crisis intervention, trauma recovery practices, somatic practices, harm reduction, psycho-education, motivational interviewing, art and music therapies, narrative therapy strength-based interventions, intra-personal and interpersonal skill-building, case management, as well as referrals for support services and linkages to permanent housing.

### **D. Progression/ Exit Criteria:**

We continue to work towards women progressing through their care and leaving homelessness through achieving their placement goals of Permanent Housing. During COVID-19, our clients have largely sustained their stabilization by remaining in the program

and some have transferred to Permanent Housing. On other occasions, the clinical team facilitated family reunification with clients, children or family members.

The goal of our program is for clients to achieve stabilization, gain personal insight and sustainable intrapersonal and interpersonal skills that promote financial, vocational and residential independence. We collaborate with each client on a discharge plan that is attainable while also assessing a client's readiness for independence and the establishment of her social support systems. Because of the existence of our MHOP, we can maintain therapeutic relationships with each client as they exit into the community and continue to provide supportive services to them for the duration of their eligibility and desire for care.

#### **E. Program Staffing:**

**Refer to Appendix B-1**

#### **7. Objectives and Measurements:**

**All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS A/OA Performance Objectives FY 24-25 including applicable changes re: CALAIM.**

#### **8. Continuous Quality Improvement:**

1. The Outcome Objectives of A Woman's Place are evaluated, monitored and tracked with the combined efforts of the Program Management. This process will be overseen by the SR. VP of Programs, Program Director, and Director of Clinical Services.
2. Statistical data including EPIC information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through the EPIC system. UOS and UDC reports are submitted by the Site Supervisor(s) and reviewed by the Director of Clinical Services and Sr. VP of Programs monthly.
3. During FY 24/25 AWP staff will receive a minimum of 6 hours of training on topics of Cultural Competency, specifically Cultural Humility, as well as the following: Motivational Interviewing, Co-Occurring Disorders, and Harm Reduction to improve staff's ability to appropriately provide care to clients. The Director of Clinical Services will ensure that all staff funded under this contract will receive a minimum of 6 hrs. training on Motivational Interviewing, Co-Occurring Disorders and Harm Reduction. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.
4. A Woman's Place participates in the BHS annual Client Satisfaction Survey period. To address issues not covered in that survey AWP uses an internal survey instrument

throughout the contract period. All survey results are analyzed by the Management team consisting of the Director of Compliance, Director of Clinical Services, and the Program Director. Results of the survey and analysis are also submitted to the Sr. VP of Programs.

5. Evidence of CQI activities related to 1-4 above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these items, and outcome reports.

**6. Required Language:**

Community Forward SF will provide required Language translation for our agency policies and other documentation. When specific documentation is forwarded from the San Francisco County Departments, these documents will be submitted already translated in the specified languages, such as: Chinese, Spanish, Tagalog, Russian, and Vietnamese.

**1. Identifiers Program Name:** A Woman's Place Behavioral Mental Health

Main Clinic:

A Woman's Place  
1049 Howard St  
San Francisco, CA 94103  
(415) 487-2140  
FAX: (415) 487-2142

Field Site:

Medical Respite  
1171 Mission Street  
San Francisco, CA 94103  
(415) 293-7360  
(415) 487-2142

Contractor: Community Forward SF  
Contractor Address: 1171 Mission St., 2<sup>nd</sup> Fl.  
City, State, Zip: San Francisco, CA 94103  
Website: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Persons Completing this Narrative: Erica Dratte, SR. VP of Programs, and Dr. Kerry Burns,  
Director of Clinical Services Telephone:  
Email: [erica.dratte@communityforwardsf.org](mailto:erica.dratte@communityforwardsf.org)  
and [kerry.burns@communityforwardsf.org](mailto:kerry.burns@communityforwardsf.org)  
Program Code: 38BKOP

**2. Nature of Document:**

Fourth Amendment

**3. Goal Statement:**

The goal of A Woman's Place Mental Health Outpatient Program (AWP-MHOP) program is to provide trauma-informed, gender-specific care to all races, ethnicities, and cultures of female-identified populations with a specific focus on the unique experiences of cis and transgender women. Our services are offered in the form of low-threshold outpatient mental health services targeted to the complex needs of multiple diagnosed homeless women, with close linkages to primary care, case management, and residential substance abuse.

**4. Priority Population:**

A Woman's Place (AWP) will serve all ethnicities and populations within San Francisco, AWP-MHOP focuses on the unique cultural experiences of cis and transgender women and families (i.e., single mothers). AWP-MHOP provides services to women ages 18 to 65+ who suffer from mental health issues and who experience homelessness. Our clients are often survivors of domestic and interpersonal violence and reside in and around the Tenderloin, Mission District, and South of Market neighborhoods.



## **5. Modality(ies)/Interventions:**

Holistic Approach that focuses on key indicators of wellness, including emotional, social, and physical health. Clinical interventions will utilize a combination of cognitive behavioral and harm reduction techniques.

## **6. Methodology:**

### ***A. Outreach, Recruitment, Promotion, and Advertisement***

AWP-MHOP conducts outreach at multiple sites within Community Forward SF programs and into the community. Clients are offered a safe environment where their most fundamental needs for safety, nourishment, and care is met. As trust builds, women will be encouraged to return for continued support. Clinical staff remain attentive and always engaged, and extensively trained in de-escalation and quickly intervene at the first signs of conflict. Clients who consent to outpatient mental health services at the 1049 Howard location are enrolled into the AWP Mental Health Outpatient Program.

Engagement is encouraged through building strong community support among clients and staff with the integration of social justice and social accountability models. Community building is fostered via both emotional support and progress groups as well as social, recreational activities. Clients commit to a minimum of one individual therapy session per week with clinical staff and a minimum of 3 support groups per week. Clients can also access an array of resources including the aforementioned individual therapy and daily groups, on site nursing care, referrals for primary care and psychiatric evaluation, case management and care coordination, special events and outings, mindful meditation activities, and a daily, morning walk-and-talk group.

Clinical staff members are trained to assess and evaluate for mental health issues, develop and collaborate on treatment planning with clients, and utilize appropriate therapeutic interventions and referrals, as appropriate. Mental Health Rehabilitation Specialists, or Clinicians, are trained in diverse, culturally responsive, and trauma-informed orientations and modalities to engage, retain, and provide evidence-based and effective therapeutic treatment to our clients.

### ***B. Admission, Enrollment and/or Intake Criteria and Process Where Applicable***

AWP-MHOP is a safe place for women, who are both high utilizers of multiple systems (HUMS) as well as under-utilizers of care. Therefore, AWP-MHOP will serve all female-identified persons who are homeless and over age 18.

### ***C. Service Delivery Model***

AWP-MHOP uses evidence-based interventions focused on trauma-informed care, harm-reduction offerings, and holistic, therapeutic care, including the advent of mindfulness protocols. Clients receive assessment and diagnosis by a licensed clinician or a registered Associate Marriage & Family Therapist (AMFT) Associate Clinical Social Worker (ACSW) Associate Professional Clinical Counselor and individual and group therapy provided by a Mental Health Rehabilitation Specialist, or Clinician.

At the time of intake, the client receives a packet containing both internal and external grievance policies and the process is explained. Grievance policies are also posted in client areas.

Each woman entering AWP-MHOP receives a preliminary assessment to determine medical necessity and appropriate levels of care and/or services needed. Clinicians will assess each client who is willing to engage with care by using the Adult/Older Adult Combined Assessment and will collaborate with the client on developing an individualized Treatment Plan of Care. Clients will meet with their individual therapist at least one time per week or with more frequency when necessary. Clients will also engage in group therapies, which are offered daily. The most highly utilized interventions in individual and/or group therapies include de-escalation and stabilization, crisis intervention, trauma-informed care and trauma recovery practices, somatic process work and interventions, harm reduction and education, motivational interviewing, art and music therapies, narrative therapy approaches, strength based interventions, intra-personal and interpersonal skill-building, case management, as well as referrals for support services and linkages to permanent housing.

#### ***D. Exit Criteria and Process***

If upon assessment, a client no longer meets medical necessity, they are discharged from AWP-MHOP and referred to an appropriate level of care based on their functionality and mental health needs.

When ready, clients can be transitioned from AWP Drop-In site to AWP's 1049 Howard Street in-house continuum of care. This broad spectrum of services is provided in an environment where clients already feel comfortable and have established relationships. Although housed in two sites, AWP's programs will work closely together to provide a full array of resources to AWP-MH clients. Clients not successful or satisfied in one program can transition between programs or to other appropriate community services.

#### ***E. Program's Staffing:***

See Appendix B-2 Salaries and Benefits detail

### **7. Objectives and Measurements:**

**All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY 24-25.**

## **7. Continuous Quality Improvement:**

1. The Outcome Objectives of A Woman's Place Mental Health Outpatient Program are evaluated, monitored and tracked with the combined efforts of the Program Management. This process will be overseen by the Director of Clinical Services and SR VP of Programs.
2. Statistical data including EPIC information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report. Charts are reviewed monthly in a Supervisor and Peer review format and finalized by the Director of Clinical Services. All reports will be submitted to the Sr. VP of Programs and Director of Compliance and Quality Assurance. All required reports will also be submitted in a timely manner to their respective funding sources.
3. During FY 24-25 AWP staff will receive training on topics of Cultural Humility as well as the following: Motivational Interviewing-Occurring Disorders, and Harm Reduction to improve staff's ability to treat the needs of clients in our care. Clinicians and clinical supervisor(s) will receive clinical training quarterly on various topics, including specific modalities and orientations of treatment, specialties in clinical treatment, and community resources and referrals processes. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.
4. A Woman's Place participates in the BHS annual Client Satisfaction Survey period. To address issues not covered in that survey, AWP uses an internal survey instrument throughout the contract period. All survey results are analyzed by the Management team consisting of the Director of Clinical Services, Director of Programs, and the Program Supervisor. Results of the survey and analysis are also submitted to the Sr. VP of Programs and Director Compliance.
5. Timely completion and use of outcome data for Mental Health services ANSA Evidence of CQI activities related to 1-5 above is maintained in A Woman's Place Administrative Binder for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these items, and outcome reports.

## **8. Required Language: N/A**

**Contractor Name:** Community Forward SF  
**Program Name:** A Woman's Place Drop In Center

**Appendix A- 3**  
**Funding Term** 07/01/2024 - 06/30/2025

## 1. Identifier

Program Name: A Woman's Place Drop-In Center  
Program Address: 211-13<sup>th</sup> Street, San Francisco, CA 94103  
Telephone: (415) 293-7360  
Facsimile: (415) 487-2142  
Website: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Contractor: Community Forward SF  
Contractor Address: 1171 Mission St., 2<sup>nd</sup> Fl.  
City, State, Zip: San Francisco, CA 94103  
Website: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Chief Executive Officer: Kara Zordel  
Telephone: 415-223-1419  
Email Address: [kara.zordel@communityforwardsf.org](mailto:kara.zordel@communityforwardsf.org)

Program Code: 88207

### 1. Nature of Document:

Fourth Amendment

### 2. Goal Statement

The goal of A Woman's Place (AWP) Drop-In Center is to provide trauma-informed behavioral health services to all ethnicities and populations with a special focus on gender responsive care to women in the form of low-threshold, drop-in services targeted to the complex needs of multiply diagnosed homeless women with close linkages to mental health care, case management, primary care, residential services, residential substance use treatment, and HIV transitional housing and care.

### 3. Priority Population:

AWP Drop-In Center serves cis and transgender women, who are 18 years or older. Clients include those who use substances, suffer from mental illnesses, have histories of trauma, and who are experiencing homelessness. During each contract year, AWP Drop-In will provide drop-in services to at least 500 unduplicated women per year or 45 at any point in time.

### 4. Modalities/Interventions

Holistic approach that focuses on key indicators of wellness, including emotional, social, financial, and physical health. Clinical interventions will utilize a combination of cognitive

behavioral, stress management, dialectical behavior skills, solution focused brief treatment, motivational interviewing, and harm reduction techniques.

## **5. Methodology**

### **A. Admission, Enrollment and/or Intake Criteria and Process**

The Drop-In Center offers safe and secure respite. It is a low threshold, non-threatening entry point for hard-to-engage women, one that offers comprehensive and accessible support with minimal requirements. The primary admission criteria is that she/they are over age 18. The client's process for accessing services is simply walking through our doors.

### **B. Service Delivery Model:**

Community Forward SF is one of the first organizations to apply the tenets of the harm reduction model to every aspect of our services to meet clients at every point on the continuum of care. AWP Drop-In Center provides stabilization, support services and linkage to supportive housing for cis and transgender women in San Francisco who may be unhoused, multiply-diagnosed with a substance use disorder (SUD), mental illness, physical illnesses (i.e. HIV/AIDS, TB), survivors of abuse and domestic violence, are or were sex workers, experienced sex trafficking, or are seniors. The AWP Drop-In Center has capacity to serve 45 women wanting to access 24-hour drop-in services. AWP Drop-In meet clients at their individual level of functionality and need, and does not exclude clients because of substance use, with the condition that they do not use substances on the premises.

AWP Drop In Services is co-located within the same facility as the AWP Mental Health Outpatient Program. Clinicians will assess each client who is willing to engage with Clinicians beyond a basic needs assessment by using a trauma-informed approach. Common interventions will include empathic listening, motivational interviewing and harm reduction modalities to address the adverse consequences of these behaviors in addition to mindfulness practices, Cognitive Behavioral Therapy, and alternative modalities of healing, including art, music and movement to provide a safe, comforting emotional space for clients to explore their behavioral and relational patterns and elicit change, as desired.

AWP Drop-In Clinicians refer clients who wish to address their substance use disorder to our Substance Use Disorder (SUD) program called Wellness & Recovery, which is conveniently housed at the AWP 1049 Howard St. location, or to another appropriate program. Clients who meet the requirements of HIV Services are referred to the Eddy Care program. Clients may also access services through the AWP Shelter HSH Case Management program. AWP Drop-In Clinicians can refer clients, who are not yet connected to a primary care provider, to a physician as part of their stabilization process. Clients can also be referred directly to Shelter Health nurses, who are on site several times a week for triage care.

**Immediate Needs:** Each woman entering AWP Drop-In receives a preliminary assessment via empirical observation, conversational interactions, and service assessment to determine their level of care and resources needed.

**Engagement:** AWP Drop-In provides a safe environment, offering an alternative to being on the streets or in mixed-gendered shelters. Women are offered support for their immediate needs and as trust builds, they will be encouraged to return for continued support. Clinical staff remain attentive and always engaged and are trained in crisis intervention, de-escalation, and conflict management should the need arise.

**Retention:** The clients' most fundamental needs for safety, nourishment, and care will be met. Laundry and shower facilities are available daily. The program builds strong community support among clients, former clients and staff. Community building activities will be fostered via recreational activities focused to bring women off the street and indoors, such as games, movies nights, storytelling activities, and therapeutic art projects.

The program is designed to engage women in more extensive care beyond drop-in support. Clients will be able to talk with clinical staff and access an array of resources including individual and group therapy or counseling, mindfulness and mindful movement practices, social activities, and resources and referrals for primary care and psychiatric evaluation. Clinicians are trained to be proactive in talking to clients in individual and group settings to increase engagement.

Services beyond AWPDI include AWP's 1049 Howard Street continuum of care (not funded in this Appendix): Shelter Case Management beds and residential Wellness & Recovery (SUD) program now integrated with Whole Person Care. These services are provided in an environment where clients already feel comfortable and have established relationships through program collaboration and coordination. AWP's programs work closely together to provide a full array of resources to Drop-In services clients. Clients not successful or satisfied in one program may transition between programs, or to other appropriate community services.

#### **A. Discharge Planning and Exit Criteria and Process**

There are three ways a client will leave AWP Drop-In: Placement, Denial of Services, or Voluntary discharge.

**Placement:** Clients may stay at AWP Drop-In on a first-come-first-served basis until they receive a suitable immediate placement. Placements will first be made to other AWP programs when available (Shelter, Eddy HIV Care or SUD) (not funded in this Appendix). If AWP programs do not have availability in a suitable program AWP Drop-In Clinicians will place clients in shelter through the Coordinated Entry program, substance abuse care through SF DPH's Behavioral Health Access Point (BHAC) or another appropriate external placement as assessed by the Clinician. If an appropriate placement cannot be found, clients may sit in the AWP Drop-In center overnight for an indefinite period of time.

**Denial of Services:** A Woman's Place Drop-In Center strives to prevent involuntary client discharge, which is critical to retention. At AWP, 1049 Howard Street site, we have extensive experience with individuals with severe behavioral health issues. We can accommodate and mediate a variety of behaviors that can result in discharges at other facilities. We use creative strategies to make accommodations without compromising the safety of our other clients. In addition, AWP employs a denial-of-service policy designed to maximize client access. AWP has never issued a denial of service greater than 90 days in duration. Typically, service denials are very short in duration and address immediate safety concerns. If a client is denied services, AWP staff makes every effort to provide clients with information, resources and placement appropriate to their situation. Our staff draws from this extensive experience at AWP to similarly respond to the challenges of women at AWP Drop-In Center.

**Voluntary Discharge:** Clients may choose to leave AWP Drop-In Center at any time. At the time of voluntary discharge every client will have access to information, resources and placement.

**Building Operations:** Community Forward SF is in a lease agreement contract with Building owners of 211 13th Street where all Drop-In women services will be delivered. CFSF will be responsible for as follows:

1. To maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to protect the health and safety of participants and staff (e.g., smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene).
2. Maintain and create Site logs, records of entry and exit, and manage key access for participants, partner agencies and onsite staff.
3. Laundry: Onsite laundry is available to all guests.
4. Janitorial/Facilities provide janitorial services that meet or exceed the DPH requirements and standards.
5. Furnishings and Participant Supplies: maintain and provide furnishings (e.g., towels/linens) and supplies (e.g., menstrual and oral hygiene products; soap) for participants.
6. Personal Protective Equipment (PPE): be responsible for monitoring PPE utilization and supply of PPE.
7. Biohazard Cleaning: coordinate with Janitor(s) to ensure that sites receive deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant

becomes symptomatic; or in the event of a death on Site.

8. Meals: Three meals are offered daily, cooked by external partners and served onsite.

9. Phones/computer: Phones can be charged on site and a computer is available for client access.

## **Service Requirements**

### **A. Health Standards and Use of PPE:**

1. To prevent the spread of COVID-19, Grantee shall ensure that all onsite Site team members (e.g., staff and subcontractors) view the City-produced online safety training.

2 Ensure that all onsite staff and participants always use appropriate PPE in accordance with the most up to date DPH requirements.

3. Ensure all DPH requirements and guidelines are followed by onsite staff and participants (e.g., screening, distancing, isolation and quarantine)

**B. Security/De-Escalation:** provide security and de-escalation to ensure the safety of participants and staff and protection of property.

- a. Safety services contracted through St. Anthony's Foundation Community Security Services (SAF), Swing 3-11:00pm and Night shift 11-7:00am will be covered.
  - i. At least one employee or independent contractor of SAF will be on site to provide security services.
  - ii. SAF shall monitor the sidewalk in front of the facility for activities that may pose a risk to staff and clients entering and exiting the facility. Outside of the facility, SAF shall report suspicious or criminal activities to law enforcement or other appropriate first responders as it deems appropriate in its sole discretion and provide such other support as SAF deems appropriate in its sole discretion.
  - iii. SAF shall monitor the interior of the facility at 211 13th Street for disruptive behavior on the part of any CFSF client. This includes physical and verbal behavior that is potentially harmful to the environment, facility, or person of any CFSF client or employee or hotel staff. SAF shall intervene with de-escalation techniques with the goal of resolving all situations without harm to anyone in the facility. When possible, SAF shall intervene with intention to retain all CFSF clients safely within the program. If efforts toward that goal prove ineffective, in consultation with available CFSF and DPH staff members on site, the SAF employee shall escort the client or clients who present harmful behavior out of the building. Physical contact with clients shall be avoided unless SAF



employee deems it necessary to prevent immediate violence. In such cases, the minimum physical intervention necessary shall be employed. Under no circumstances will physical intervention be employed as punishment for past behavior or deterrent to future behavior. Under no circumstances shall a client be detained physically for the purposes of surrendering the client to law enforcement. SAF will not enforce facility rules unrelated to the immediate safety of clients and staff and shall instead report any observed or suspected client rule violations to CFSF management staff.

- iv. Limitations. SAF will not physically respond to any violent behaviors or behaviors that could potentially be harmful or violent to its employee, independent contractor or affiliate by any person. Physical response shall include, without limitation, any physical contact with or the use of any restraints on any person. The Client Safety Services are not a replacement for law enforcement. Any suspicious or criminal activities should be reported to law enforcement or other first responders.

C.

## **6. Program Staffing**

See Appendix B-3 Salaries and Benefits detail

## **7. Objectives and Measurements**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled **BHS AOA Performance Objectives FY 24-25 including CALAIM requirements.**

## **8. Continuous Quality Improvement**

1. The Outcome Objectives of A Woman's Place Drop-In Center are evaluated, monitored and tracked with the combined efforts of the Program Management. This process will be overseen by the Sr. VP of Programs and Director of Compliance and Quality Assurance

Statistical data including EPIC information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through the EPIC system. Charts are reviewed monthly in a Peer & Supervisor review format and finalized by the Director of Clinical Services.

All reports will be submitted to the SR VP of Programs and to the Director of Compliance. All required reports will also be submitted in a timely manner to respected funding sources.

3. During FY 24/25 AW-DI staff will receive a minimum of 6 hours of training on topics of Cultural Humility as well as the following: Motivational Interviewing, Co-Occurring Disorders, De-escalation, Trauma Informed care, and Harm Reduction.

**Contractor Name:** Community Forward SF

**Appendix A- 3**

**Program Name:** A Woman's Place Drop In Center

**Funding Term** 07/01/2024 - 06/30/2025

Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.

4. A Woman's Place's Drop In Center participates in the BHS annual Client Satisfaction Survey period for those clients who are open in our Mental Health Outpatient Program. All survey results are analyzed by the Management team consisting of the Director of Clinical Services, Director of Compliance, and the Program Director. Results of the survey and analysis are also submitted to the SR VP of Programs and Director of Compliance and Quality Assurance

1. Achievement of contract performance objectives and productivity,
2. Quality of documentation, including a description of the frequency and scope of internal chart audits,
3. Cultural competency of staff and services,
4. Client satisfaction,
5. Timely completion and use of outcome data, including but not limited to, Assessment/ANSA, Treatment Plan, and progress note submission.

Evidence of CQI activities related to 1-4 above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these items, or outcome reports.

## **9. Required Language: N/A**

Community Forward SF will provide required Language translation for our agency policies and other documentation. When specific documentation is forwarded from the San Francisco County Departments, these documents will be translated in the specified languages, such as: Chinese, Spanish, Tagalog, Russian, and Vietnamese.

## **Appendix B**

### **Calculation of Charges**

#### **1. Method of Payment**

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3.1, 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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

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

## 2. Program Budgets and Final Invoice

A. Program are listed below:

Budget Summary

Appendix B-1 – A Woman's Place (SA)

Appendix B-2 -- A Woman's Place (MH)

Appendix B-3– A Woman's Place Drop-In

B. Compensation

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> 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 **Forty-Two Million Fifty-Two Thousand Five Hundred Fifty-Eight Dollars (\$42,052,558) for the period of July 1, 2018 through June 30, 2028.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$2,080,547** 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.

<b>Contract Term</b>	<b>Estimated Funding Allocation</b>
July 1, 2018 to June 30, 2019	\$ 717,016
July 1, 2019 to June 30, 2020	\$ 2,453,884
July 1, 2020 to June 30, 2021	\$ 2,827,870
July 1, 2021 to June 30, 2022	\$ 3,141,589
July 1, 2022 to June 30, 2023	\$ 3,078,287
July 1, 2023 to June 30, 2024	\$ 4,875,559
July 1, 2024 to June 30, 2025	\$ 5,539,914
July 1, 2025 to June 30, 2026	\$ 5,657,631
July 1, 2026 to June 30, 2027	\$ 5,778,292
July 1, 2027 to June 30, 2028	\$ 5,901,969
SubTotal July 1, 2018 to June 30, 2028	\$ 39,972,011
Contingency July 1, 2018 to June 30, 2028	\$ 2,080,547
Total July 1, 2018 to June 30, 2028	\$ 42,052,558

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

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

### **3. Services of Attorneys**

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

### **4. State or Federal Medi-Cal Revenues**

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

B. CONTRACTOR further understands and agrees that any State or Federal Medi-Cal funding in this Agreement subject to authorized Federal Financial Participation (FFP) is an estimate, and actual amounts will be

determined based on actual services and actual costs, subject to the total compensation amount shown in this Agreement.”

## **5. Reports and Services**

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

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

DHCS Legal Entity Number 01078			Document Date 7/1/2024			Appendix B, Page 1	
Legal Entity Name/Contractor Name <b>Community Forward SF</b>			Fiscal Year 2024-2025				
Contract ID Number 1000010020			Funding Notification Date 08/20/24				
Appendix Number	B-1	B-2	B-3	B-4			
Provider Number	383841	38BK	383820				
Program Name	A Woman's Place SA	A Woman's Place MH	A Woman's Place Drop-In				
Program Code	97027	38BKOP	88207				
Funding Term	7/1/24-6/30/25	7/1/24-6/30/25	7/1/24-6/30/25				
<b>FUNDING USES</b>							<b>TOTAL</b>
Salaries	560,095	\$ 900,947	1,139,768				\$ 2,600,810
Employee Benefits	168,028	\$ 270,285	341,930				\$ 780,243
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>728,123</b>	<b>\$ 1,171,232</b>	<b>1,481,698</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,381,054</b>
Operating Expenses	274,037	\$ 527,270	634,955				\$ 1,436,262
Capital Expenses	-		-				\$ -
<b>Subtotal Direct Expenses</b>	<b>1,002,160</b>	<b>\$ 1,698,502</b>	<b>2,116,653</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,817,316</b>
Indirect Expenses	150,325	254,776	317,497				\$ 722,598
Indirect %	15.0%	15.0%	15.0%	0.0%	0.0%	0.0%	15.0%
<b>TOTAL FUNDING USES</b>	<b>1,152,485</b>	<b>\$ 1,953,279</b>	<b>2,434,150</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,539,914</b>
					Employee Benefits Rate		30.0%
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>							
MH Adult Fed SDMC FFP (50%)		357,622					\$ 357,622
MH Adult County General Fund		764,453					\$ 764,453
Bridge Housing State Funding		\$ 831,204					\$ 831,204
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ 1,953,279</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,953,279</b>
<b>BHS SUD FUNDING SOURCES</b>							
SUD County General Fund (Other Services)	1,152,485		2,434,150				\$ 3,586,635
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ 1,152,485</b>	<b>\$ -</b>	<b>\$ 2,434,150</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,586,635</b>
<b>OTHER DPH FUNDING SOURCES</b>							
		\$ -					\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 1,152,485</b>	<b>\$ 1,953,279</b>	<b>\$ 2,434,150</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,539,914</b>
<b>NON-DPH FUNDING SOURCES</b>							
	\$ -	\$ -					\$ -
							\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 1,152,485</b>	<b>\$ 1,953,279</b>	<b>\$ 2,434,150</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,539,914</b>
<b>Prepared By</b>	Nora Espinoza			<b>Phone Number</b>	415-223-1433		

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

DHCS Legal Entity Number	01078	Appendix #				B-1
Provider Name	<b>Community Forward SF</b>	Page #				2
Provider Number	383841	Fiscal Year				2024-2025
Contract ID Number	1000010020	Funding Notification Date				08/20/24
Program Name	A Woman's Place SA					
Program Code	97027					
Mode/SFC (MH) or Modality (SA)	Res-51					
Service Description	Residential Recovery - Long Term					
Funding Term	7/1/24-6/30/25					
<b>FUNDING USES</b>						<b>TOTAL</b>
Salaries & Employee Benefits	728,123	-	-			728,123
Operating Expenses	274,037	-	-			274,037
Capital Expenses						-
<b>Subtotal Direct Expenses</b>	<b>1,002,160</b>	-	-			1,002,160
Indirect Expenses	150,325	-	-			150,325
<b>TOTAL FUNDING USES</b>	<b>1,152,485</b>	-	-			<b>1,152,485</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>						
						-
						-
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		-	-	-	-	-
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>					
SUD County General Fund (Other Services)	240646-10000-10001681-0008	1,152,485	-			1,152,485
						-
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>		<b>1,152,485</b>	-	-	-	<b>1,152,485</b>
<b>OTHER DPH FUNDING SOURCES</b>						
						-
						-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		-	-	-	-	-
<b>TOTAL DPH FUNDING SOURCES</b>		<b>1,152,485</b>	-	-	-	<b>1,152,485</b>
<b>NON-DPH FUNDING SOURCES</b>						
Bridge Housing State Funding						-
						-
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-	-	-	-	-
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>1,152,485</b>	-	-	-	<b>1,152,485</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>						
Number of Beds Purchased	55					
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)			
DPH Units of Service	5,104	-				
Unit Type	Bed Day	Bed Day	Bed Day	0		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	225.80	-				
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	-	-	-	-		
Published Rate (Medi-Cal Providers Only)						<b>Total UDC</b>
Unduplicated Clients (UDC)	55	-				55

**CHECK:** FUNDING USES = FUNDING SOURCES (Should always be ZERO)

**FORMULA:** DPH UNITS

-	-	-	-	-
225.80	-	-	-	-
-	-			



Appendix #: B-1  
Page #: 3  
Fiscal Year: 2024-2025  
Funding Notification Date: 08/20/24

Employee Fringe Benefits:	30.00%	168,028	30.00%	168,028	30.00%	-	30.00%	-	0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS		728,123		728,123		-		-		-		-		-

**Appendix B - DPH 4: Operating Expenses Detail**

Contract ID: 1000010020  
 Program Name: **A Woman's Place**  
 Program Code: 97027

Appendix #: B-1  
 Page #: 4  
 Fiscal Year: 2024-2025  
 Funding Notification Date: 08/20/24

Expense Categories & Line Items	TOTAL	240646-10000- 10001681-0008					
Funding Term	7/1/24-6/30/25	7/1/24-6/30/25					
Rent/Use Allowance	6,928	6,928					
Utilities (telephone, electricity, water, gas)	10,066	10,066					
Building Maintenance & Building Supplies	14,200	14,200					
<b>Occupancy Total:</b>	<b>31,194</b>	<b>31,194</b>	-	-	-	-	-
Office Supplies	480	480					
Photocopying	-						
Program Supplies	1,880	1,880					
Computer & Software Supplies	200	200					
<b>Materials &amp; Supplies Total:</b>	<b>2,560</b>	<b>2,560</b>	-	-	-	-	-
Insurance	12,170	12,170					
Janitorial Services	-	-					
Housekeeping/Janitorial Supplies	-	-					
Permits	3,500	3,500					
Kitchen Costs	-	-					
Equipment Lease & Maintenance	2,134	2,134					
Staff Training	-	-					
<b>General Operating Total:</b>	<b>17,804</b>	<b>17,804</b>	-	-	-	-	-
Local Travel	-	-					
Out-of-Town Travel	-						
Field Expenses	-						
<b>Staff Travel Total:</b>	<b>-</b>	<b>-</b>	-	-	-	-	-
St. Anthony's Security = \$40/hr X 8hrs per day X 1 staff X 7 days per week @ 35 weeks	116,480	116,480					
	-						
<b>Consultant/Subcontractor Total:</b>	<b>116,480</b>	<b>116,480</b>	-	-	-	-	-
Client Related Costs	-	-	-				
Food - Clients	106,000	106,000					
<b>Other Total:</b>	<b>106,000</b>	<b>106,000</b>	-	-	-	-	-
<b>TOTAL OPERATING EXPENSE</b>	<b>274,037</b>	<b>274,037</b>	-	-	-	-	-

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

DHCS Legal Entity Number 01078			Appendix Number B-2			
Provider Name <b>Community Forward SF</b>			Page Number 5			
Provider Number 383841			Fiscal Year 2024-2025			
Contract ID Number 1000010020			Funding Notification Date 08/20/24			

	A Woman's Place MH	BHBH AWP				
Program Name						
Program Code	89114	89114				
Mode/SFC (MH) or Modality (SUD)	15	15				
Service Description	Outpatient Services	Outpatient Services				
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/24-6/30/25	7/1/24-6/30/25				
<b>FUNDING USES</b>						<b>TOTAL</b>
Salaries & Employee Benefits	\$ 745,682	\$ 425,550				\$ 1,171,232
Operating Expenses	\$ 230,035	\$ 297,235				\$ 527,270
Capital Expenses						\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 975,717</b>	<b>\$ 722,785</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,698,502</b>
Indirect Expenses	\$ 146,358	\$ 108,419				\$ 254,776
Indirect %	15.0%	15.0%	0.0%	0.0%	0.0%	15.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 1,122,075</b>	<b>\$ 831,204</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,953,279</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>					
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	\$ 357,622				\$ 357,622
MH Adult County General Fund	251984-10000-10001792-0001	\$ 764,453				\$ 764,453
Bridge Housing State Funding	11580-240645-10001-10040050-0002		\$ 831,204			\$ 831,204
						\$ -
This row left blank for funding sources not in drop-down list						\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 1,122,075</b>	<b>\$ 831,204</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,953,279</b>
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>					
						\$ -
						\$ -
						\$ -
This row left blank for funding sources not in drop-down list						\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>OTHER DPH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>					
						\$ -
This row left blank for funding sources not in drop-down list						\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 1,122,075</b>	<b>\$ 831,204</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,953,279</b>
<b>NON-DPH FUNDING SOURCES</b>						
						\$ -
This row left blank for funding sources not in drop-down list						\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>1,122,075</b>	<b>831,204</b>	<b>-</b>	<b>-</b>	<b>1,953,279</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>						
Number of Beds Purchased		15				
SUD Only - Number of Outpatient Group Counseling Sessions		N/A				
SUD Only - Licensed Capacity for Narcotic Treatment Programs		N/A				
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)				
DPH Units of Service/Hours to Bill (LOE) Note: BHBH Is calculate UOS	1,959	1,478				
Unit Type	Staff Hour	Staff Hour	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 572.73	\$ 703.00	\$ -	\$ -	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 572.73	\$ 703.00	\$ -	\$ -	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 410.00	N/A				<b>Total UDC</b>
Unduplicated Clients (UDC)	40	35				75

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000010020			Outpatient Services Only										Appendix Number B-2													
Program Name A Woman's Place MH													Page Number 7													
Program Code 38BKOP													Fiscal Year 2024-2025													
													Funding Notification Date 08/20/24													
	Total Budgeted FTE	Total Budgeted Salaries	Practitioner Type	Portion of FTE Providing Services to Clients	Portion of FTE Providing Program Support	FY24-25 Level of Effort (LOE) Target	Mental Health - AWP		BHBH Bridge Housing		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity									
			Use the dropdown to select the appropriate Practitioner Type for all positions. Direct Patient Care Percentages are fixed by Practitioner Type using DHCS recommendations.	Include all billable and non-billable time for staff providing services to the client.	Include only time involved in program support activities. Examples include Program Director & QA.	LOE Formula: Column E (Estimated Direct Patient Care %) X Column F (Portion of FTE Providing Services to Clients) X 46 weeks X 40 hours	251984-10000-10001792-0001		11580-240645-10001-10040050-0002																	
Funding Term	07/01/2024-06/30/2025						7/1/24-6/30/25		7/1/24-6/30/25		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):									
Position Title	FTE	Salaries					FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries								
COO - Chief Operations Officer	0.40	\$ 7,296	No DHCS Practitioner type applies. Non-billable	-	0.40	-	0.40	7,296																		
VP of Programs	0.06	\$ 8,460	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.02	0.06	14.72	0.06	8,460																		
Director of Operations	0.13	\$ 12,815	No DHCS Practitioner type applies. Non-billable	-	0.13	-	0.06	5,640	0.07	7,175																
Director of Compliance	0.10	\$ 10,757	No DHCS Practitioner type applies. Non-billable	-	0.10	-	0.05	5,376	0.05	5,381																
Operations Coordinator	0.05	\$ 3,195	No DHCS Practitioner type applies. Non-billable	-	0.05	-	0.05	3,195	-	-																
Director of Clinical Services	0.50	\$ 48,047	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.25	0.25	184.00	0.50	48,047	-	-																
Deputy Director, Clinical Services	1.00	\$ 69,188	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.40	0.60	294.40	1.00	69,188	-	-																
Clinicians	5.00	\$ 426,400	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	4.00	1.00	2,944.00	5.00	426,400	-	-																
Program Director, AWP	0.10	\$ 10,250	No DHCS Practitioner type applies. Non-billable	-	0.10	-			0.10	10,250																
Deputy Director, AWP	0.10	\$ 9,225	No DHCS Practitioner type applies. Non-billable	-	0.10	-			0.10	9,225																
Guest Services Specialists	4.00	\$ 196,144	No DHCS Practitioner type applies. Non-billable	4.00	-	-			4.00	196,144																
Culinary Operations Manager	0.05	\$ 3,900	No DHCS Practitioner type applies. Non-billable	-	0.05	-			0.05	3,900																
Cook	0.42	\$ 24,177	No DHCS Practitioner type applies. Non-billable	-	0.42	-			0.42	24,177																
Case Manager	0.50	\$ 30,914	No DHCS Practitioner type applies. Non-billable	0.50	-	-			0.50	30,914																
Assistant Manager	0.56	\$ 40,180	No DHCS Practitioner type applies. Non-billable	-	0.56	-			0.56	40,180																
	0.00	\$ -		-	-	-																				
	0.00	\$ -		-	-	-																				
	0.00	\$ -		-	-	-																				
	0.00	\$ -		-	-	-																				
Totals:	12.97	\$ 900,947		9.17	3.82	3,437.12	7.12	\$ 573,601	5.85	\$ 327,346	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -								
Employee Benefits:			30.00%	\$ 270,285	30.00%												\$ 172,080	30.00%	\$ 98,204	0.00%		0.00%		0.00%		0.00%
TOTAL SALARIES & BENEFITS			\$ 1,171,232	\$ 745,682												\$ 425,550	\$ -	\$ -	\$ -	\$ -						

**Appendix B - DPH 4: Operating Expenses Detail**

Contract ID Number 1000010020  
 Program Name A Woman's Place MH  
 Program Code 89114

Appendix Number B-2  
 Page Number 8  
 Fiscal Year 2024-2025  
 Funding Notification Date 08/20/24

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	11580-240645-10001-10040050-0002				
<b>Funding Term</b>	7/1/24 - 6/30/25	7/1/24 - 6/30/25	7/1/24 - 6/30/25				
Rent	62,369	26,656	35,713				
Utilities (telephone, electricity, water, gas)	100,393	60,130	40,263				
Building Maintenance & Building Supplies	70,800	14,000	56,800				
<b>Occupancy Total:</b>	<b>233,562</b>	<b>100,786</b>	<b>132,776</b>	\$ -	\$ -	\$ -	\$ -
Office Supplies	5,420	3,500	1,920				
Photocopying	-						
Program Supplies	7,520		7,520				
Computer & Software Supplies	6,541	5,741	800				
<b>Materials &amp; Supplies Total:</b>	<b>19,481</b>	<b>9,241</b>	<b>10,240</b>	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 2,450	2,450	-				
Staff Training	\$ 20,011	8,678	11,333				
Janitorial Services	\$ 89,520	-	89,520				
Housekeeping/Janitorial Supplies	\$ 30,000	-	30,000				
Permits	\$ -	-	-				
Kitchen Costs	\$ 8,300.00	-	8,300				
Equipment Lease & Maintenance	\$ 9,066		9,066				
<b>General Operating Total:</b>	<b>159,347</b>	<b>11,128</b>	<b>148,219</b>	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -	-					
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
<b>Staff Travel Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
St. Anthony's Security = \$40 p/hr x 8 hrs per day x 2 staff x ~ 140 days (Cost shared with DI)							
	\$ 88,880	\$ 88,880	-				
	\$ -						
<b>Consultant/Subcontractor Total:</b>	<b>88,880</b>	<b>88,880</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
clients (journals, supplies for coping mechanisms (strees balls, weighted items, etc.), curriculum materials for specific groups, symptoms, or diagnosis, expressive and art supplies, snacks for clients during groups, self-care items, etc.)	\$ 26,000	20,000	6,000				
	\$ -						
	\$ -						
<b>Other Total:</b>	<b>\$ 26,000</b>	<b>\$ 20,000</b>	<b>\$ 6,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 527,270</b>	<b>\$ 230,035</b>	<b>\$ 297,235</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

DHCS Legal Entity Number	01078	Appendix #			B-3
Provider Name	Community Forward SF	Page #			9
Provider Number	383820	Fiscal Year			2024-2025
Contract ID Number	1000010020	Funding Notification Date			08/20/24
Program Name	A Woman's Place Drop-In				
Program Code	88207				
Mode/SFC (MH) or Modality (SA)	SecPrev-18				
Service Description	Early Intervention				
Funding Term	7/1/24-6/30/25				
<b>FUNDING USES</b>					<b>TOTAL</b>
Salaries & Employee Benefits	1,481,698	-			1,481,698
Operating Expenses	634,955	-			634,955
Capital Expenses					-
<b>Subtotal Direct Expenses</b>	<b>2,116,653</b>	-		-	2,116,653
Indirect Expenses	317,498	-			317,498
<b>TOTAL FUNDING USES</b>	<b>2,434,150</b>	-		-	<b>2,434,150</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>					
					-
					-
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		-	-	-	-
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>				
SUD County General Fund (Other Services)	240646-10000-10001681-0008	2,434,150	-		2,434,150
					-
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>		<b>2,434,150</b>	-	-	<b>2,434,150</b>
<b>OTHER DPH FUNDING SOURCES</b>	<b>Fund-Dept-Auth-Proj-Activity</b>				
					-
					-
					-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		-	-	-	-
<b>TOTAL DPH FUNDING SOURCES</b>		<b>2,434,150</b>	-	-	<b>2,434,150</b>
<b>NON-DPH FUNDING SOURCES</b>					
					-
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-	-	-	-
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>2,434,150</b>	-	-	<b>2,434,150</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>					
Number of Beds Purchased					
SUD Only - Number of Outpatient Group Counseling Sessions					
SUD Only - Licensed Capacity for Narcotic Treatment Programs					
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
DPH Units of Service	10,984	-			
Unit Type	Hours	Hours			
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	221.61	-			
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	221.61	-			
Published Rate (Medi-Cal Providers Only)					<b>Total UDC</b>
Unduplicated Clients (UDC)	230	-			230

TOTAL SALARIES & BENEFITS	1,481,698	1,481,698	-	-	-	-	-
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## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number: 1000010020

Program Name: **A Woman's Place Drop-In**

Program Code: 88207

Appendix #: B-3

Page #: 11

Fiscal Year: 2024-2025

Funding Notification Date: 08/20/24

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0008					
Funding Term	7/1/24-6/30/25	7/1/24-6/30/25					
Rent & Parking	159,698	159,698					
Utilities(telephone, electricity, water, gas)	49,214	49,214					
Building Maintenance & Building Supplies	22,500	22,500					
<b>Occupancy Total:</b>	<b>231,412</b>	<b>231,412</b>	-	-	-	-	-
Office Supplies	7,500	7,500					
Photocopying	-	-					
Program Supplies	14,300	14,300					
Computer & Software Supplies	2,500	2,500					
<b>Materials &amp; Supplies Total:</b>	<b>24,300</b>	<b>24,300</b>	-	-	-	-	-
Insurance	10,929	10,929					
Janitorial Services	74,200	74,200					
Housekeeping/Janitorial Supplies	34,986	34,986					
Kitchen Costs	12,500	12,500					
Staff Training	15,033	15,033					
Equipment Lease & Maintenance	3,315	3,315					
<b>General Operating Total:</b>	<b>150,963</b>	<b>150,963</b>	-	-	-	-	-
Local Travel	-	-	-	-	-	-	-
Out-of-Town Travel	-	-					
Field Expenses	-	-					
<b>Staff Travel Total:</b>	<b>-</b>	<b>-</b>	-	-	-	-	-
St. Anthony's Security = \$40 p/hr x 8 hrs per day x 2 staff x ~ 225 days p/year (Cost shared with MH)	144,080	144,080					
necessary)	-	-					
<b>Consultant/Subcontractor Total:</b>	<b>144,080</b>	<b>144,080</b>	-	-	-	-	-
Client Related Costs	8,200	8,200					
Food - Clients	76,000	76,000					
	-	-					
	-	-					
	-	-					
<b>Other Total:</b>	<b>84,200</b>	<b>84,200</b>	-	-	-	-	-
<b>TOTAL OPERATING EXPENSE</b>	<b>634,955</b>	<b>634,955</b>	-	-	-	-	-



## Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name **Community Forward SF**

Page Number 12

Contract ID Number 1000010020Fiscal Year 2024-2025Funding Notification Date 8/20/24

## 1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
CEO - Chief Executive Officer	0.30	72,000
CFO - Chief Financial Officer	0.30	66,000
COO - Chief Operations Officer	0.30	14,250
Vice President of Talent Acquisition & Training	0.30	39,000
Vice President of Public Affairs	0.30	27,300
Vice President of Operations	0.30	37,500
Executive Assistant	0.30	31,500
Director of Finance	0.30	45,000
Human Resources Director	0.30	33,000
Sr. Accountant, AR	0.30	30,000
Sr. Accountant	0.30	30,000
HR Generalist	0.30	27,000
IT Operations Technician	0.30	30,000
Subtotal:	3.90	482,550
Employee Benefits:	30.0%	144,765
<b>Total Salaries and Employee Benefits:</b>		<b>627,315</b>

## 2. OPERATING COSTS

[illegible]

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

SFDPH SAA

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## TERMS AND CONDITIONS

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

### SECTION 1 - “THIRD PARTY” CATEGORIES

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

### SECTION 2 - DEFINITIONS

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

### SECTION 3 – GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

a **Password Policy.** Third Party must maintain a password policy based on information security best practices for password length, complexity, and reuse. Third Party credentials used to access Third Party networks and systems must be configured for a password change no greater than every 90 calendar days.

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

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

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

of Third Party's computer systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.

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

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

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

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

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

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

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

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

#### **SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS**

1. **Permitted Access, Use and Disclosure.** Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable

privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).

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

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

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

## **SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS**

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

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

## **SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS**

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

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

## **SECTION 7 - DEPARTMENT'S RIGHTS**

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

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

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

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

## **SECTION 8 - DATA BREACH; LOSS OF CITY DATA.**

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

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

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

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

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

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

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

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



7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

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

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

**A. Department Care Link Requirements:**

- 1. Connectivity.**
  - a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
- 2. Compliance with Epic Terms and Conditions.**
  - a) Third Party will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department Care Link:
- 3. Epic-Provided Terms and Conditions**
  - a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
  - b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

**II. For Access to Department Epic through Epic Hyperspace the following terms shall apply:**

**A. Department Epic Hyperspace:**

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

<https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

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

**A. Department myAvatar**

**1. Connectivity.**

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

**2. Information Technology (IT) Support.**

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

**3. Access Control.**

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at:  
<https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Applicants must complete the myAvatar Account Request Form found at  
[https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar\\_Account\\_Request\\_Form.pdf](https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf)
- c. All licensed, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

## APPENDIX E



### San Francisco Department of Public Health Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity (“CE”), and Contractor, the Business Associate (“BA”) (the “Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

#### RECITALS

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

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

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

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

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

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

#### 1. Definitions.

a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall



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have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## **2. Obligations of Business Associate.**

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

**b. User Training.** The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter



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during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

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

**d. Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

**e. Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section



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164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

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

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

**h. Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request



## APPENDIX E



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for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

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

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

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

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

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

**n. Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any



San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

**3. Termination.**

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

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

**c. Effect of Termination.** Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If



San Francisco Department of Public Health  
Business Associate Agreement

return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

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

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

#### **4. Amendment to Comply with Law.**

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

#### **5. Reimbursement for Fines or Penalties.**

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure

## APPENDIX E



### San Francisco Department of Public Health Business Associate Agreement

of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

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

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

Attachment 3 – Protected Information Destruction Order Purge Certification 01-10-2024

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

Contractor Name:		Contractor City Vendor ID	
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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 <b>AND</b> that health information is <b>only transferred or created on encrypted devices approved by SFPDH Information Security staff?</b>								

### 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 <a href="#">Privacy Notice</a> that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFPDH.)								
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?								
J	Document each disclosure of a patient's/client's health information for purposes <u>other than</u> treatment, payment, or operations?								
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?								

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

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date	
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**IV. \*EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or [compliance.privacy@sfdph.org](mailto: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:		Contractor City Vendor ID	
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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 #			
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](mailto: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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**Attachment 3 to Appendix E**

**Protected Information Destruction Order  
Purge Certification - Contract ID #**

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

**Electronic Data:** Per the Secretary’s guidance, the City will accept destruction of electronic Protected Information in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Data Sanitization (“NIST”).

**Hard-Copy Data:** Per the Secretary’s guidance, the City will accept destruction of Protected Information contained in paper records by shredding, burning, pulping, or pulverizing the records so that the Protected Information is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

\*\*\*\*\*

Contractor hereby certifies that Contractor has destroyed all Protected Information as directed by the City in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

**So Certified**

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix F**

### **Invoice**

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

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

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





# **File 250182: Contract Amendment**

## **Community Forward SF – A Woman's Place (AWP)**

**BOS Budget & Finance Committee  
April 30, 2025**

Max Rocha

Systems of Care Director, Behavioral Health Services

**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

# Overview of Contract Amendment #4



## Overview:

- **Contractor:** Community Forward SF
- **Contract Summary:** A Women's Place provides drop-in, outpatient mental health, and transitional housing to cis- and transgender individuals who identify as women, are experiencing homelessness, and may have complex behavioral health and other needs. Contracted to serve 360 clients per year across programs.
- **Total Not to Exceed Amount:** \$42,052,588
  - Annual amount: \$5.5M.
  - Increase maximum expenditure by \$19,754,516
- **Timeline:** Total term of July 1, 2018, through June 30, 2028
  - Extend contract term by 3 years to June 30, 2028

# Overview of A Women's Place



**Summary:** Under the proposed contract, Community Forward would continue to provide:

- **A Woman's Place Drop-In Center:** 24-hour drop-in center for individuals who identify as women and are experiencing homelessness. Provides stabilization, support services, and linkages to on-site outpatient mental health care, case management, primary care, residential services, residential substance use treatment, and transitional housing. (230 clients/year)
- **A Woman's Place Mental Health Outpatient Program:** Low-threshold outpatient mental health services targeted to the complex needs of multiply diagnosed individuals who identify as women and are experiencing homelessness. Provides linkages to primary care, residential substance use treatment, and transitional housing (75 clients/year)
- **A Woman's Place Transitional Housing:** Low-threshold shelter and dorm-style transitional, stabilization housing with on-site support services for individuals who identify as women and are experiencing homelessness and behavioral health issues. Individuals can stay up to 18 months and are required to access participate in services provided by the Mental Health Outpatient Program, which may include linkages to substance use treatment. (55 clients/year)



# Conclusion

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

**Thank you!**

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

**Agreement between the City and County of San Francisco and**

**Community Awareness and Treatment Services, Inc**

This Agreement is made this 1<sup>st</sup> day of July 2018, in the City and County of San Francisco, State of California, by and between Community Awareness and Treatment Services, Inc, 1171 Mission Street, San Francisco, CA 94103 ("Contractor") and City.

**Recitals**

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

WHEREAS, Request for Proposals (RFP-08-2017 and RFP-26-2016) were issued on August 23, 2017 and September 27, 2016 respectively and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 48652-16/17 on June 19, 2017 and 40587-17/18 on November 20, 2017;

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 | P a g e

- 1.3 "CMD" means the Contract Monitoring Division of the City.
- 1.4 "Contractor" or "Consultant" means Community Awareness and Treatment Services, Inc, 1171 Mission Street, San Francisco, CA 94103
- 1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.
- 1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.
- 1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.
- 1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.
- 1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

## **Article 2 Term of the Agreement**

- 2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

## **Article 3 Financial Matters**

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

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

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative

is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

### **3.3 Compensation.**

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Five Hundred Forty-Eight Thousand One Hundred Eight Dollars (\$9,548,108)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

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

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City specified in Section 3.3.6, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

**3.3.5 Reserved. (LBE Payment and Utilization Tracking System)**

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

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

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

### **3.3.7 Grant Funded Contracts.**

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

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

**3.4.1** Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

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 City's execution of this Agreement constitutes its approval of the subcontractors listed below: Ana Freire, Mental Health Consultant

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

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

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

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

4.5                    **Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned

or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

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

4.7                    **Reserved. Liquidated Damages.**

4.8                    **Reserved. Bonding Requirements.**

## **Article 5       Insurance and Indemnity**

### **5.1       Insurance.**

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

(a)       Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b)       Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

(d)       Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

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

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

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

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

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

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

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

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

not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

## **Article 6      Liability of the Parties**

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

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

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

## **Article 7      Payment of Taxes**

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

information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

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

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

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

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

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

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which

City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

## 8.2 Termination for Default; Remedies.

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

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

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

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

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.



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

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

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

## **Article 9 Rights In Deliverables**

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

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

## **Article 10 Additional Requirements Incorporated by Reference**

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

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

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to

influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4            **Reserved.**

10.5            **Nondiscrimination Requirements**

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

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

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

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

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

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

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

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

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

**10.12 Reserved. (Slavery Era Disclosure)**

**10.13 Reserved. (Working with Minors)**

**10.14 Consideration of Criminal History in Hiring and Employment Decisions**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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

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

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

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

## **Article 11      General Provisions**

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

To CITY:                      Office of Contract Management and Compliance  
Department of Public Health

101 Grove Street, Room 307  
San Francisco, California 94102

FAX:            (415) 252-3088  
e-mail:        [David.Folmar@sfdph.org](mailto:David.Folmar@sfdph.org)

And:

FRANCINE AUSTIN  
CONTRACT DEVELOPMENT AND  
TECHNICAL ASSISTANCE (CDTA)  
1380 HOWARD STREET, 5<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94103

FAX:            (415) 252-3031  
e-mail:        [Francine.Austin@sfdph.org](mailto:Francine.Austin@sfdph.org)

To CONTRACTOR:        COMMUNITY AWARENES AND  
TREATMENT SERVICES  
1171 MISSION STREET  
SAN FRANCISCO, CA 94103

FAX:            (415) 241-1176  
e-mail:        [Ed@Catsinc.org](mailto:Ed@Catsinc.org)

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

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

**11.3 Reserved.**

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

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

**11.6 Dispute Resolution Procedure.**

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

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

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

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

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

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

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

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

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

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

## **Article 12 Department Specific Terms**

### **12.1 Third Party Beneficiaries.**

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

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

**12.3 Certification Regarding Lobbying.**

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

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

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

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

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

**12.4 Materials Review.**

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

**12.5 Emergency Response.**

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the



Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan for each of its service site. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection

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

### **Article 13      Data and Security**

#### **13.1      Nondisclosure of Private, Proprietary or Confidential Information.**

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

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

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

#### **13.3      Business Associate Agreement**

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

**The parties acknowledge that CONTRACTOR will:**

1. ☒ Do **at least one** or more of the following:
  - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
  - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH,

including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

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

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

2. ☐ **NOT do any of the activities listed above in subsection 1;**  
Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

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

#### **Article 14 MacBride And Signature**

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

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

**CITY**

Recommended by:



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

**CONTRACTOR**

Community Awareness and Treatment  
Services



Ivy Ho  
Acting Executive Director

Supplier ID: 0000022483

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:



Julie Van Nostern  
Deputy City Attorney

12/12/18

Approved:



Jaci Fong ~~ALARIC DEGRAFINRIED~~ FOR  
Director of the Office of Contract Administration, and  
Purchaser

- Appendices**
- A: Scope of Services
  - B: Calculation of Charges
  - C: Reserved
  - D: Reserved
  - E: Business Associate Agreement
  - F: Invoice
  - G: Dispute Resolution

H: Substance Abuse Disorder  
Services

**Appendix A**  
**Scope of Services – DPH Behavioral Health Services**

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

**1. Terms**

**A. Contract Administrator:**

In performing the Services hereunder, Contractor shall report to **Elizabeth Davis**, Program Manager, Contract Administrator for the City, or his / her designee.

**B. Reports:**

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

**C. Evaluation:**

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

**D. Possession of Licenses/Permits:**

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

**J. Aerosol Transmissible Disease Program, Health and Safety:**

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

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

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

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

**K. Acknowledgment of Funding:**

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

**L. Client Fees and Third Party Revenue:**

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

Outpatient clinics are part of the San Francisco Department of Public Health Community Behavioral Health Services (CBHS) Mental Health Services public safety net; as such, these clinics are to

remain open to referrals from the CBHS Behavioral Health Access Center (BHAC), to individuals requesting services from the clinic directly, and to individuals being referred from institutional care. Clinics serving children, including comprehensive clinics, shall remain open to referrals from the 3632 unit and the Foster Care unit. Remaining open shall be in force for the duration of this Agreement. Payment for SERVICES provided under this Agreement may be withheld if an outpatient clinic does not remain open.

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

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

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

**V. Compliance with Grant Award Notices:**

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 – Golden Gate for Seniors  
Appendix A-2 – A Woman's Place (SA) and Shelter  
Appendix A-3 -- A Woman's Place Drop In  
Appendix A-4– A Woman's Place MH

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



## 1. Identifiers

### Program Name:

Golden Gate for Seniors  
637 South Van Ness Avenue  
San Francisco, CA 94110  
Telephone: 415-626-7553  
Fax: 415-626-9198  
Program Code: 00202

### Contractor

Community Awareness and Treatment Services, Inc.  
1171 Mission St., 2<sup>nd</sup> Fl.  
San Francisco, CA 94103

### Person Completing Narrative:

Ivy Ho, Acting Executive Director  
Telephone: 415-241-1195  
E-mail: ivy.ho@catsinc.org

## 2. Nature of Document

☒ Original    Renewal ☐    Modification ☐

## 3. Goal Statement

To empower homeless older adults to achieve independence through treatment of substance use disorders and close coordination with mental health treatment, supportive housing, self-help groups and primary care.

## 4. Target Population

Golden Gate for Seniors serves homeless older adults and elders suffering from substance abuse disorders with multiple co-occurring disorders. GGS targets underserved San Franciscans of all ethnicities, focusing on African American and Latino individuals. GGS includes gender-informed services to all genders and LGBT clients.

Clients generally have fixed or no income and in most cases have co-occurring mental health disorders, serious health conditions, and/or criminal justice mandates. All clients are aged 55 and older.

## **5. Modalities/Interventions**

See Appendix B CRDC

## **6. Methodology:**

### **A. Outreach, Recruitment, Promotion and Advertisement**

The majority of clients are self-referred to GGS. Clients are also frequently referred by TAP, detoxification programs, social services providers, local hospitals, senior service providers, veteran's services and criminal justice programs. GGS maintains productive working relationships with community partners who serve clients in our target population.

Upon initial contact GGS arranges a screening appointment and assesses the client appropriateness of placement at GGS. If a treatment slot is available, the client is immediately placed into treatment, if not the client is placed on the waiting list. Weekly on-site AA/NA meetings held at the program attended by outside members of the target population enable prospective seniors to engage with the program prior to admission.

### **B. Admission, Enrollment/Intake Criteria**

GGS strives to provide an environment unlike that of mixed-age SUD treatment facilities, which is developmentally appropriate for older adults. GGS targets individuals who may be grandparents, may have retired from work, may be physically frail, and may be suffering from declining neurological capacity. By targeting individuals who are less likely to tolerate treatment designed for younger adults we create a treatment milieu which is supportive to the special needs of elders.

In order to be admitted to Golden Gate for Seniors for Substance Abuse Treatment, clients must meet the following criteria:

1. Age 55 or older
2. Able to walk safely up and down two flights of stairs
3. Willing and able to participate in a treatment plan including group therapy and one-on-one sessions with a Counselor
4. Willing to address psychiatric or medical barriers to treatment
5. Not previously admitted to GGS within the last 90 days
6. Able to attend an assessment appointment un-intoxicated
7. Abstinent from drugs or alcohol for 72-hours prior to admission (referrals to detoxification facilities will be provided if needed)
8. Willing to address all forms of substance abuse, including alcohol abuse, illicit drug abuse, prescription medication abuse, gambling or sex abuse, and abuse of other substances

If a client is assessed as inappropriate for admission, the client will be provided referrals to other facilities and be encouraged to pursue them. The reason the client is not being admitted will be explained to the client and to any members of the client's care team coordinating the referral. Further, the possibility of future eligibility will be discussed with the client and other care providers.

All admissions may be subject to behavioral contracts based on provider assessment.

1. When GGS has no availability, clients will be placed on a waiting list
2. An individual's placement on the waiting list is generally relative to the day they applied for admission; however, GGS staff may prioritize some admissions for clinical reasons
3. Clients whose wait is anticipated to be greater than 14 days will be informed of the expected wait and provided referrals to other facilities. Clients will be informed that initiating care at another facility does not automatically affect their status on the GGS waitlist
4. Clients on the waitlist will be reassessed in person or over the phone every 30 days that they are on the waitlist
5. Detailed notes of all communications with clients on the wait list and their care providers will be attached to the waitlist assessment form
6. The waitlist will be reviewed at the weekly staff meeting, and the waitlist and associated notes will be available to all staff members.

### **C. Service Delivery Model**

Golden Gate for Seniors is an 18-bed (14 men and 4 women) residential recovery-model treatment facility. GGS uses evidence-based practices within a harm-reduction framework, and provides a drug-free environment. Alcohol and drug education services are provided along with individual and group counseling and other recovery related activities. Introduction to San Francisco's many resources for seniors is also provided, as well as aftercare services and post-treatment housing referrals.

Golden Gate for Seniors is both certified as an Alcohol and Drug Treatment Program and licensed as a Residential Treatment Facility by the State of California Department of Health Care Services (DHCS). The primary program goal is to provide treatment services that promote satisfying, fulfilling lives free of substance abuse and addiction for residents.

GGS provides a variable treatment stay from 3 to 12 months with a focus on meeting specific client needs. The program operates on a 24-hour basis, seven days a week. Treatment techniques and strategies that will be utilized to obtain the outcome and process objectives include the following:

- Continued abstinence from alcohol and drugs

- Attendance at 12-step and/or recovery groups weekly
- Process group X 3 weekly
- Transitional group (re-entry, employment, financial) X 2 weekly
- Life skills group
- Mindfulness and meditation
- Health maintenance planning
- Obtaining or increasing income (employment or retirement)
- Initiation and/or maintenance of contact with family or significant others
- Aftercare support group weekly
- Individual counseling sessions
- Exit and Aftercare planning

If clients do not come with a primary care provider they are linked to a DPH primary care provider while in the program. Clients linked with mental health services already have an assigned case manager that will continue with them when they graduate from GGS.

#### **D. Exit Criteria and Process**

The client and the counseling staff work together to assist in the provision of ancillary recovery services targeted to meet the particular client needs. Each client is assigned a counselor who facilitates a client's home group and assists the client in developing an aftercare plan. Progress is charted by the treatment staff and, together with the client, plans are made for the client to graduate.

The treatment staff establishes ongoing aftercare treatment linkages for the client in the transition phase of the program. The program works closely with the many other senior facilities, affordable housing programs, half-way houses, and clean and sober living environments located in the Bay Area to provide transition for clients completing Golden Gate for Seniors. The existing relapse policy is: "Realizing that relapse is a part of recovery, GGS makes every effort to work with those clients who return to using drugs/alcohol. Clients who relapse while in Aftercare do not lose their group status and are encouraged to continue treatment. Referrals are also made for clients needing detox services and placement back into residential treatment." Generally, if clients relapse during their treatment they are transferred to detoxification services and immediately readmitted to GGS. In the case of multiple relapses persistent/severe rule violation clients may be discharged and considered for readmission in 30 – 90 days.

Understanding that each client progresses through treatment at his or her own pace, treatment completion status is reached upon achievement of an individualized treatment plan with stated goals and objectives. A longer treatment stay focuses upon providing relapse prone clients a comprehensive relapse prevention program.

#### **E. Staffing Pattern**

See Appendix B Salaries and Benefits detail page

## **7. Objectives and Measurements**

### **A. Required Objectives**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY18-19.

## **8. Continuous Quality Assurance and Improvement**

### **A. Achievement of contract performance objectives and productivity**

During FY18/19 GGS staff will receive a minimum of 6 hours of training on Motivational Interviewing, Co-Occurring Disorders, and Harm Reduction to improve staff's ability to employ strategies outside of the traditional 12 step mode. The Program Director will ensure that all staff funded under this contract will receive a minimum of 6 hours training in Motivational Interviewing, Co-occurring Disorders and Harm Reduction. Staff must complete a sign-up sheet indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets and/or certificates completed.

### **B. Quality of documentation, including a description of the frequency and scope of internal chart audits**

The Mandatory Process and Outcome Objectives of Golden Gate For Seniors will be evaluated, monitored and tracked with the combined efforts of the Program Manager and Program Director. This process will be overseen by the Program Director. Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through the Avatar system. All reports will be submitted to CATS Executive Director, and to the CATS Board of Directors. All required reports will also be submitted in a timely manner to respected funding sources.

### **C. Cultural competency of staff and services**

Staff selection is through a wide based network e.g. job sites, referrals, etc. The emphasis of the recruitment process is to include the diversity of staff in cultures, languages, races and ethnic backgrounds. Staff diversity is to ensure that clients are provided and responded with effective service ; and individual clients are treated with respect and dignity.

#### **D. Satisfaction with services**

Internal surveys are put out quarterly and biannually during Spring and Fall. The BHS MH survey is also conducted on a regular basis, the next period begins on November 5<sup>th</sup>. Entry and exit surveys are also administered with clients to ensure satisfaction with services.

#### **E. Timely completion and use of outcome data**

Golden Gate For Seniors also accepts the following requirements:

- remain connected to Avatar
- make a commitment to collect data with integrity by appropriately trained and skilled staff
- enter data into Avatar computerized database as instructed in a timely fashion
- review, analyze, comment and reconcile reports prepared by CBHS including keeping these reports organized and on-site
- retain current certification and licensure by State Department of Health Care Services (DHCS) and be in compliance with its certification standards

The program's clinical staff is participating in the Mental Health and Substance Abuse Integration process. The program is also in compliance with all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis and include monthly, quarterly and biannual reports on progress and continuous services in their respective areas.

Evidence of CQI activities related to A - D is maintained in GGS's Administrative Binder:

The Administrative Binder is available for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agendas or materials addressing these items, or outcome reports.

#### **9. Required Language**

N/A

Contractor Name: Community Awareness & Treatment Services, Inc  
Program Name: A Woman's Place

Appendix A- 2  
Contract Term 07/01/2018-06/30/2019

**1. Identifiers:**

Program Name: A Woman's Place  
Program Address: 1049 Howard St.  
City, State, ZIP: San Francisco CA 94103  
Telephone/FAX: 415-487-2140/415-487-2142  
Website Address: [www.catsinc.org](http://www.catsinc.org)

Contractor: Community Awareness & Treatment Services, Inc.

Contractor Address: 1171 Mission St.  
City, State, ZIP: San Francisco CA 94103

Persons Completing Narrative:  
Ivy Ho, Acting Executive Director  
Telephone: 415-241-1195  
Email: [ivy.ho@catsinc.org](mailto:ivy.ho@catsinc.org)

Felicia Houston, Program Director  
Telephone: 415-420-1420  
Email: [felicia@awpcats.org](mailto:felicia@awpcats.org)

Program Code(s): 97027

**2. Nature of Document:**

☒ Original    ☐ Renewal    ☐ Modification    ☐

**3. Goal Statement:**

A Woman's Place (AWP) overnight services provides 30-180 day supportive living accommodations to homeless women who may have co-occurring substance abuse and mental health issues and who are accessing outpatient mental health services at AWP Behavioral Mental Health program. Stabilization Support Beds are a low threshold opportunity for female-identified clients experiencing additional barriers in accessing services from traditional substance use treatment providers.

**4. Target Population:**

The population served is low or no income, chronically homeless, multiply diagnosed women, individuals identifying as transgender women, women of color, and women with diverse sexual orientations all over the age of 18, with special emphasis on women at serious risk in the Tenderloin, South of Market Districts, and Mission Districts of San Francisco. This includes long term heroin, cocaine/crack addicts and alcoholics, victims of domestic violence, sexual and physical assault, HIV/AIDS, Axis I mental disabilities, women involved

with the criminal justice system, and women with a history of an inability to utilize existing services.

## **5. Modalities/Interventions**

See Appendix B CRDC

## **6. Methodology**

### **A. Outreach, Recruitment, Promotion, and Advertisement:**

AWP conducts outreach at the 211 13<sup>th</sup> St. drop-in facility. Clients are offered a safe environment where their most fundamental needs for safety, nourishment, and care will be met. As trust builds, women will be encouraged to return for continued support. Counseling staff remain attentive and engaged at all times, and are extensively trained in de-escalation and quickly intervene at the first signs of conflict. Clients who consent to outpatient mental health services at the 1049 Howard location are enrolled into the AWP Behavioral Mental Health program.

Engagement is encouraged through building strong community support among clients, former clients and staff, with a "support your sister" philosophy. Community building is fostered via recreational activities focused to bring women off the street and indoors, such as games, movies night, storytelling activities, and therapeutic art projects. Clients are able to talk with counseling staff and access an array of resources including primary care, psychiatric evaluation, individual and group therapy, meditation and yoga activities, and "Morning Cup of Coffee" activities.

Counseling staff members are trained to identify mental health issues and apply techniques appropriate to each stage of recovery, specializing in early intervention and prevention, when the opportunity is present. Mental Health Rehabilitation Specialists are trained to be proactive in talking to clients in individual and group settings to increase retention, with an enhanced ability to identify decompensation, changes in behavior patterns and potential pitfalls, and readily identify, reinforce, and praise client strengths.

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

AWP does not utilize a rigid admission policy, but does require that the client has not used alcohol &/or other drugs within a 24-72 hour period. If they have "used" or is needing further stabilization we require that the prospective client spend 3 to 5 days in the detoxification unit or stabilize in one of Stabilization shelter beds. AWP is a non-threatening entry point for hard-to-engage women, offering much support with few demands. Clients are expected to pay 30% of their income as program fees.

### **C. Service Delivery Model**



AWP uses evidence-based interventions that operate within the harm-reduction and recovery model frameworks. Clients receive assessment and diagnosis by a LMFT and individual and group therapy provided by a Mental Health Rehabilitation Specialist.

Each woman entering AWP receives a preliminary assessment to determine her level of crisis and need. Mental Health Rehabilitation Specialists will assess each client who is willing to engage with care by using the ANSA and employing interventions as indicated. Common interventions will include assessment, treatment planning, individual and group therapy, motivational interviewing, skill-building, crisis intervention, case management, harm reduction education (including information on substance use and risk behaviors such as unprotected sex, needle sharing, and transmission of the HIV virus), stabilization, support services and linkages to supportive housing.

The program uses a holistic, evidence-based recovery model, which includes peer interaction groups, process groups, art therapy, acupuncture, meditation and mindfulness groups, yoga, anger management groups, educational/ life skills groups, and individual assessments and counseling. The program further incorporates tenants of steps 1-3 within the 12-step model.

#### **D. Discharge Planning/ Exit Criteria**

Clients exit the program upon completion of their care plan which includes placement goals such as residential treatment program, transitional housing, and permanent supportive housing. Clients not successful or satisfied in one program can transition between programs, or to other appropriate community services.

#### **E. Program Staffing**

See Appendix B Salaries and Benefits

### **7. Objectives and Measurements**

All objectives, and descriptions of objectives measurement, are contained in the BHS document entitled BHS AOA Performance Objectives FY 18-19.

### **8. Continuous Quality Improvement**

#### **A. Achievement of contract performance objectives and productivity**

During FY 18/19 AWP staff will receive a minimum of 6 hours of training on Motivational Interviewing, Co-Occurring Disorders, and Harm Reduction to improve staff's ability to employ strategies outside of the traditional 12 Step mode. The Program Coordinator will ensure that all staff funded under this contract will receive a minimum of 6 hrs training on Motivational Interviewing, Co-Occurring Disorders and Harm Reduction. Program Review

Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.

**B. Quality of documentation, including a description of the frequency and scope of internal chart audits**

The Outcome Objectives of A Woman's Place will be evaluated, monitored and tracked with the combined efforts of the Program Director and the Program Coordinator. This process will be overseen by the Program Director. Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through the Avatar system. All reports will be submitted to CATS' Executive Director, and to the CATS' Board of Directors. All required reports will also be submitted in a timely matter to respected funding sources. AWP cannot be licensed through DADP as a substance abuse treatment program.

**C. Cultural competency of staff and services**

Staff selection is through a wide based network e.g. job sites, referrals, etc. The emphasis of the recruitment process is to include the diversity of staff in cultures, languages, races and ethnic backgrounds. Staff diversity is to ensure that clients are provided and responded with effective service ; and individual clients are treated with respect and dignity.

**D. Satisfaction with services**

Internal surveys are put out quarterly and biannually during Spring and Fall. The BHS MH survey is also conducted on a regular basis, the next period begins on November 5<sup>th</sup>. Entry and exit surveys are also administered with clients to ensure satisfaction with services.

**E. Timely completion and use of outcome data**

A Woman's Place also accepts the following requirements:

- remain connected to AVATAR
- make a commitment to collect data with integrity by appropriately trained and skilled staff
- enter data into AVATAR computerized database as instructed in a timely fashion, but no less often than monthly
- review, analyze, comment and reconcile reports prepared by CBHS, including keeping these reports organized and on-site

The program's clinical staff has participated in the Mental Health and Substance Abuse Integration Process. The program is also in compliance with all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis and

include monthly, quarterly and biannual reports on progress and continuous services in their respective areas.

- A. Achievement of contract performance objectives,
- B. Documentation quality, including a descriptions of internal audits,
- C. Cultural competency of staff and services,
- D. Client satisfaction.

Evidence of CQI activities related to A-D above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract -Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these -Items, or outcome reports.

**9. Required Language: N/A**

**Contractor Name:** Community Awareness and Treatment Services, Inc

**Appendix A- 3**

**Program Name:** A Woman's Place Drop In Center

**Term 07/01/2018 -  
06/30/2019**

## **1. Identifiers**

**Program Name:** A Woman's Place Drop-In Center  
**Program Address:** 211-13<sup>th</sup> Street, San Francisco, CA 94103  
**Telephone:** (415) 293-7360  
**Facsimile:** (415) 487-2142  
**Website:** www.catsinc.org

**Contractor:**  
Community Awareness and Treatment Services, Inc.  
1171 Mission St., 2<sup>nd</sup> Fl.  
San Francisco, CA 94103

Ivy Ho, Acting Executive Director  
Telephone: 415-241-1195  
Email: ivy.ho@catsinc.org

**Persons Completing this Narrative:** Felicia Houston, Program Director  
Telephone: 415-420-1420  
Email: felicia@awpcats.org

**Program Code:** 88207

## **2. Nature of Document (check one)**

☒ **Original**      **Renewal** ☐      **Modification** ☐

## **3. Goal Statement**

The goal of A Woman's Place (AWP) Drop-In Center is to provide trauma-informed, gender-responsive care to women in the form of low-threshold drop-in services targeted to the complex needs of multiply diagnosed homeless women, with close linkages to primary care, case management, residential substance abuse and HIV transitional housing and care.

## **4. Target Population**

AWP Drop-In Center targets women, transgender females and families (single mothers and mothers accompanied by a male partner must have a dependent child in custody). For all adult clients the age criteria is 18 and older. Clients include those who abuse substances, suffer from mental illness and who are homeless and often victims of violence. During each contract year, AWP Drop-In will provide drop-in services to 500 unduplicated women per year or 45 at any point in-time.

**5. Modality(ies)/Interventions**  
See Appendix B CRDC

**6. Methodology**

**A. Outreach, Recruitment, Promotion, and Advertisement:**

Through established MOUs and monthly community outreach by the Intake Case Manager with the intention of program recruitment, the Case Manager maintains connection and visibility in the targeted population. Outreach is conducted in areas known to be frequented by the target population. Outreach is conducted in the streets, parks, under freeways. The Case Manager also makes presentations to other service providers. Providers are notified of vacancies on a regularly scheduled basis. This is also the Case Manager's opportunity to inquire about potential clients.

**B. Admission, Enrollment and/or Intake Criteria and Process**

By design, the Drop-In Program is intended to be a non-threatening entry point for hard to-engage women; one that offers much support with few demands, and just as importantly, offers safe and secure respite. Therefore, the only admission criteria is that she is homeless and age 18 or over.

**C. Service Delivery Model**

Community Awareness and Treatment Services (CATS) is one of the first organizations to apply the tenets of the harm reduction model to every aspect of our services to meet clients at every point on the continuum of care. The AWP Drop-In program dedicates 40 chairs for women wanting to access 24 hour drop-in services. As such our AWP Drop-In program provides stabilization, support services and linkage to supportive housing for homeless women and transgender women in San Francisco who are multiply-diagnosed with a substance use disorder (SUD), mental illness, physical illnesses (i.e. HIV/AIDS, TB), as well as, victims of abuse, sex workers, and seniors. To meet clients at their individual developmental level, AWP Drop-In does not exclude clients because they use alcohol and drugs. The women may still access services, with the condition that they do not participate in any illicit activities involving substance use on the premises. To further reduce the possible harm of a substance use disorder, AWP Drop In Services Case Managers will assess each client who is willing to engage with Case Management beyond a basic needs assessment by using the Stages of Change scale and employ relevant interventions. Common interventions will include motivational interviewing and harm reduction education concerning the adverse consequences of substance abuse (including information on substance use and risk behaviors such as unprotected sex, needle sharing, and transmission of the HIV virus).

AWP DI is co-located within the same facility as the outpatient AWP Behavioral Mental Health program which affords client seamless access to mental health assessment and co-occurring counseling and/or case management services. If AWP DI clients are willing to accept the

outpatient mental health services, the AWP DI Case Manager arranges for a transition of care to the AWP Behavioral Mental Health Case Manager

AWP Drop-In counselors refer clients who wish to address their substance use disorder to our Substance Abuse Prevention program, conveniently housed at the AWP 1049 Howard St. location, or to another appropriate program. Clients who meet the requirements of AWP Residential HIV Services are referred to that program. Otherwise they can access services through AWP Shelter Case Management program provided there is space available. AWP Drop-In Case Managers refer clients, as part of their individual plans, not yet connected to a primary care provider, to a physician as part of their stabilization process.

**Immediate Needs:** Each woman entering AWP Drop-In receives a preliminary assessment to determine her level of crisis and need.

**Engagement:** The first level of engagement AWP Drop-In offers is safe environment, one that is preferable to being on the streets. Women who arrive at AWP Drop-In with children will be prioritized for quick placement in a family-focused program with on-site children's services. During their stay at AWP Drop-In, families will be supported in a separate room designed for child safety and minimal contact with single adult clients. Women will receive support for their immediate needs; and as trust builds, they will be encouraged to return for continued support. Counseling staff remain attentive and engaged at all times, and are extensively trained in de-escalation and quickly intervene at the first signs of conflict.

**Retention:** First and foremost, the clients' most fundamental needs for safety, nourishment, and care will be met. Clients will be served snack/light meals three times per day. Laundry and shower facilities will be made available on a daily basis. The program will strive to build strong community support among clients, former clients and staff, with a "support your sister" philosophy. Community building activities will be fostered via recreational activities focused to bring women off the street and indoors, such as games, movies night, story telling activities, and therapeutic art projects. Clients will be able to talk with counseling staff and access an array of resources including primary care, psychiatric evaluation, individual and group therapy, meditation and yoga activities, and "Morning Cup of Coffee" activities. Secondly, the program is designed to engage women in more extensive care beyond drop-in support. Counseling staff are trained to identify stages of change and apply techniques appropriate to each stage, specializing in early intervention and prevention, when the opportunity is present. Case Managers are trained to be proactive in talking to clients in individual and group settings to increase retention, with an enhanced ability to identify decompensations, changes in behavior patterns and potential pitfalls, and readily identify, reinforce, and praise client strengths.

When ready, clients can be transitioned to AWP's 1049 Howard Street in-house continuum of care (not funded in this Appendix): Shelter Case Management beds up to 120 day stay, 18-month transitional housing and 18 month HIV+/AIDS program or a 12-step Primary Substance Abuse program. This broad spectrum of services is provided in an environment where clients

already feel comfortable and have established relationships. Although housed in two sites, AWP's programs will work closely together to provide a full array of resources to Drop-In services clients. Clients not successful or satisfied in one program can transition between programs, or to other appropriate community services.

#### **D. Discharge Planning and Exit Criteria and Process**

There are three ways a client will leave AWP Drop-In: Placement, Denial of Services, or Voluntary discharge.

**Placement:** Clients may stay at AWP Drop-In until they receive a suitable immediate placement. Placements will first be made to other AWP programs (Shelter, Transitional Housing, or Substance Abuse Care (not funded in this Appendix). If AWP programs do not have availability in a suitable program AWP Drop-In Case Managers will place clients in shelter through the CHANGES system, family shelter through Compass Point, substance abuse care through TAP, or other appropriate external placement as assessed by the Case Manager. If an appropriate placement can not be found, clients may sit in the AWP Drop-In center overnight.

**Denial of Services:** A Woman's Place Drop-In Center strives to prevent involuntary client discharge, which is critical to retention. At AWP1049 Howard Street site, we have extensive experience with individuals with severe behavioral health issues. We are able to accommodate and mediate a variety of behaviors that can result in discharges at other facilities. We use creative strategies to make accommodations without compromising the safety of our other clients. In addition AWP employs a denial of service policy designed to maximize client access. AWP has never issued a denial of service greater than 90 days in duration. Typically service denials are very short in duration and address immediate safety concerns. In the event that a client is denied services, AWP staff makes every effort to provide clients with information, resources and placement appropriate to their situation. Our staff draws from this extensive experience at AWP to similarly respond to the challenges of women at AWP Drop-In Center.

**Voluntary Discharge:** Of course, clients may choose to leave AWP Drop-In Center at any time. At the time of voluntary discharge every client will have access to information, resources and placement.

#### **E. Program Staffing**

See Appendix B Salaries and Benefits page+

### **7. Objectives and Measurements**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY18-19.

## **8. Continuous Quality Improvement**

### **A. Achievement of contract performance objectives and productivity**

A standard Evaluation and Continuous Quality Improvement (CQI) process has been implemented at *AWP Drop-In Center* to ensure that client care is trauma-informed, gender-responsive, strength-based, cultural-competent and holistic. *AWP Drop-In Center* abides by the standards of care as described in "Making the Connection: Standards of Care for Client-Centered Services" and adheres to each the U.S. Health and Human Services Standards of CARE (SOC) for Case Management and Peer Advocacy.

In order to fully comply with the Standards of Care, which includes adequate facility maintenance and provision of services in a safe and dignified environment, AWP DI has hired a 80-hr./wk janitor to clean and maintain the facility, as well as, safety officers to ensure a safe environment for all.

Transportation tokens are now available for transportation of clients from AWP Drop-In to shelter particularly AWP. The Policies and Procedures manual is being revised to reflect the disbursement of tokens including client eligibility, logs, signatures and security including which staff disburse tokens, replenish reserves and monitor usage.

### **B. Quality of documentation, including a description of the frequency and scope of internal chart audits**

The Program Director oversees all aspects of the CQI. The Clinical Program Coordinator monitors the collection and input of statistical data on a daily, weekly, and monthly basis, or more frequently as needed. This information is submitted in a monthly activity report and a quarterly performance report; the data will be entered through the Avatar system. The Executive Director reviews all reports and modifications are made as needed. These measures help track progress towards short- and long-term contract outcomes and objectives, allow implementation of timely mid-course improvement and modifications, and data is captured to cooperate with CQI activities identified by CBHS administration.

### **C. Cultural competency of staff and services**

Staff selection is through a wide based network e.g. job sites, referrals, etc. The emphasis of the recruitment process is to include the diversity of staff in cultures, languages, races and ethnic backgrounds. Staff diversity is to ensure that clients are provided and responded with effective service ; and individual clients are treated with respect and dignity.



#### **D. Satisfaction with services**

Internal audits conducted by the Program Director, Program Coordinator and Mental Health consultant at least quarterly ensure adherence to quality standards. City wide client satisfaction surveys are administered annually. Client feedback is also received through guest input forms and community meetings and areas of concern are addressed.

#### **E. Timely completion and use of outcome data**

*AWP Drop-In Center* also accepts the following requirements:

- remain connected to Avatar
- make a commitment to collect data with integrity by appropriately trained and skilled staff
- enter data into Avatar computerized database as instructed in a timely fashion
- review, analyze, comment and reconcile reports prepared by CBHS including keeping these reports organized and on-site
- retain current certification and licensure by State Department of Health Care Services (DHCS) and be in compliance with its certification standards

The program's clinical staff is participating in the Mental Health and Substance Abuse Integration process. The program is also in compliance with all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA); Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis and include monthly, quarterly and biannual reports on progress and continuous services in their respective areas.

- A. Achievement of contract performance objectives,
- B. Documentation quality, including a descriptions of internal audits,
- C. Cultural competency of staff and services,
- D. Client satisfaction.

Evidence of CQI activities A – D are maintained in the program's Administrative Binder for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agendas or materials addressing these items, or outcome reports.

#### **9. Required Language: N/A**

**Contractor Name:** Community Awareness and Treatment Services, Inc  
**Program Name:** A Woman's Place Behavioral Mental Health

**Appendix A- 4**

**Contract Term 07/01/2018 -06/30/2019**

## 1. Identifiers

**Program Name:** A Woman's Place Behavioral Mental Health

**Main Clinic:**

A Woman's Place  
1049 Howard St  
San Francisco, CA 94103  
(415) 487-2140  
FAX: (415) 487-2142

**Field Site:**

AWP Drop-In  
211 – 13th Street  
San Francisco, CA 94103  
(415) 293-7360  
(415) 863-1871

**Contractor:** Community Awareness and Treatment Services, Inc.  
**Contractor Address:** 1171 Mission St., 2<sup>nd</sup> Fl.  
**City, State, Zip:** San Francisco, CA 94103  
**Website:** [www.catsinc.org](http://www.catsinc.org)

**Ivy Ho, Acting Executive Director**  
**Telephone:** 415-241-1195  
**Email:** [ivy.ho@catsinc.org](mailto:ivy.ho@catsinc.org)

**Persons Completing this Narrative:**  
**Felicia Houston, Program Director**  
**Telephone:** 415-420-1420  
**Email:** [felicia@awpcats.org](mailto:felicia@awpcats.org)

**Program Code:** 38BKOP

## 1. Nature of Document (check one)

☒ **Original**    **Renewal** ☐    **Modification** ☐

## 2. Goal Statement

The goal of A Woman's Place Behavioral Mental Health (AWP-MH) program is to provide trauma-informed, gender-responsive care to women in the form of low-threshold outpatient mental health services targeted to the complex needs of multiply diagnosed homeless women, with close linkages to primary care, case management, residential substance abuse and HIV transitional housing and care.

**3. Target Population**

(AWP-MH) targets women, transgender females and families (i.e. single mothers). AWP-MH will service clients 18 to 65+ who suffer from mental illness and who are homeless. Our clients are often victims of violence and reside in and around the Tenderloin.

**4. Modality(ies)/Interventions**

See Appendix B CRDC

**5. Methodology**

**A. Outreach, Recruitment, Promotion, and Advertisement**

AWP-MH conducts outreach at the 211 13<sup>th</sup> street drop-in facility. There, clients are offered a safe environment where their most fundamental needs for safety, nourishment, and care will be met. As trust builds, women will be encouraged to return for continued support. Counseling staff remain attentive and engaged at all times, and are extensively trained in de-escalation and quickly intervene at the first signs of conflict. Clients who consent to outpatient mental health services at the 1049 Howard location are enrolled into the AWP Behavioral Mental Health program.

Engagement is encouraged through building strong community support among clients, former clients and staff, with a "support your sister" philosophy. Community building is fostered via recreational activities focused to bring women off the street and indoors, such as games, movies night, storytelling activities, and therapeutic art projects. Clients are able to talk with counseling staff and access an array of resources including primary care, psychiatric evaluation, individual and group therapy, meditation and yoga activities, and "Morning Cup of Coffee" activities.

Counseling staff members are trained to identify mental health issues and apply techniques appropriate to each stage of recovery, specializing in early intervention and prevention, when the opportunity is present. Mental Health Rehabilitation Specialists are trained to be proactive in talking to clients in individual and group settings to increase retention, with an enhanced ability to identify decompensation, changes in behavior patterns and potential pitfalls, and readily identify, reinforce, and praise client strengths.

**B. Admission, Enrollment and/or Intake Criteria and Process Where Applicable**

By design, the AWP-MH Program is a non-threatening entry point for hard-to-engage women, offering much support with few demands. Just as importantly, the AWP-MH program offers a safe and secure respite from the street. Therefore, AWP-MH will serve all women who are homeless and over age 18. There are two tiers of service within the AWP-MH program, and some clients may elect to receive (or transition into) more intensive services within the AWP residential facility (room, board and facility operation expenses not funded by this Appendix). The AWP Residential Facility does not utilize a rigid admission policy, but may require that a client has not abused substances for 24-hours prior to admission. To this end we may require that a prospective client complete a detoxification program or stabilize in our emergency shelter during their admission process.

### **C. Service Delivery Model**

AWP-MH uses evidence-based interventions that operate within the harm-reduction and recovery model frameworks. Clients receive assessment and diagnosis by a LMFT and individual and group therapy provided by a Mental Health Rehabilitation Specialist.

Each woman entering AWP-MH receives a preliminary assessment to determine her level of crisis (i.e. 'Was she referred by PES, Police, Rape Crisis, or battered women's shelter?'), and need (i.e. 'Which service is appropriate: drop-in, AWP crisis bed, AWP housing bed, or another agency's service?') Mental Health Rehabilitation Specialists will assess each client who is willing to engage with care by using the ANSA and employing interventions as indicated. Common interventions will include assessment, treatment planning, individual and group therapy, motivational interviewing, skill-building, crisis intervention, case management, harm reduction education (including information on substance use with concomitant increases of at risk behavior such as unprotected sex, needle sharing, and transmission of the HIV virus), stabilization, support services and linkages to supportive housing.

AWP Mental Health Rehabilitation Specialists refer clients who wish to address their mental health issues and co-occurring substance use disorder to our other AWP-residential programs (not funded in this Appendix.) at 1049 Howard St., San Francisco, CA. There women are enrolled in overnight services with full day treatment ranging in length from 30 days to 120 days. The program uses a holistic, evidence-based recovery model, which includes peer interaction groups, process groups, art therapy, acupuncture, meditation and mindfulness groups, yoga, anger management groups, educational/ life skills groups, and individual assessments and counseling. The program further incorporates tenants of steps 1-3 within the 12-step model.

### **D. Exit Criteria and Process**

Client's transition from AWP Drop-In site to AWP's 1049 Howard Street in-house continuum of care: These broad spectrums of services are in an environment where clients already feel

comfortable and have established relationships. Although housed in two sites, AWP's programs will work closely together to provide a full array of resources to AWP-MH clients. Clients not successful or satisfied in one program can transition between programs, or to other appropriate community services.

**E. Program Staffing**

See Appendix B Salaries and Benefits page

**6. Objectives and Measurements**

**A. Standardized Objectives**

All objectives, and descriptions of objectives measurement, are contained in the BHS document entitled BHS AOA Performance Objectives FY 18-19.

**8. Continuous Quality Improvement**

**A. Achievement of contract performance objectives and productivity**

The program's clinical staff has participated in the Mental Health and Substance Abuse Integration Process. The program is also in compliance with all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. On a regular basis and include monthly, quarterly and biannual reports on progress and continuous services in their respective areas.

**B. Quality of documentation, including a description of the frequency and scope of internal chart audits**

The Mandatory Process and Outcome Objectives of A Woman's Place Mental Health Program will be evaluated, monitored and tracked with the combined efforts of the Program Director, Clinical Program Coordinator and Program Coordinator. This process is be overseen by the Program Director. Monitoring of statistical data including Avatar information on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through the Avatar system. All reports will be submitted to CATS' Executive Director. All required reports are also be submitted in a timely manner to respective funding sources.

**C. Cultural competency of staff and services**

Staff selection is through a wide based network e.g. job sites, referrals, etc. The emphasis of the recruitment process is to include the diversity of staff in cultures, languages, races and ethnic backgrounds. Staff diversity is to ensure that clients are provided and responded with effective service ; and individual clients are treated with respect and dignity.

**D. Satisfaction with services**

Internal surveys are put out quarterly and biannually during Spring and Fall. The BHS MH survey is also conducted on a regular basis, the next period begins on November 5<sup>th</sup>. Entry and exit surveys are also administered with clients to ensure satisfaction with services.

**E. Timely completion and use of outcome data**

A Woman's Place also accepts the following requirements:

- remain connected to Avatar
- make a commitment to collect data with integrity by appropriately trained and skilled staff
- enter data into Avatar computerized database as instructed in a timely fashion, but no less often than monthly
- review, analyze, comment and reconcile reports prepared by CBHS, including keeping these reports organized and on-site

- A. Achievement of contract performance objectives,
- B. Documentation quality, including a descriptions of internal audits,
- C. Cultural competency of staff and services,
- D. Client satisfaction.

The Business Office of Contract Compliance maintains evidence of CQI activities related to A-D above in A Woman's Place's Administrative Binder for review. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these items, or outcome reports.

**9. Required Language: N/A**

## **Appendix B**

### **Calculation of Charges**

#### **1. Method of Payment**

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

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

(1) 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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

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

## 2. Program Budgets and Final Invoice

A. Program are listed below:

Budget Summary  
Appendix B-1 – Golden Gate for Seniors  
Appendix B-2 – A Woman's Place (SA) and Shelter  
Appendix B-3 -- A Woman's Place Drop In  
Appendix B-4– A Woman's Place MH

B. Compensation

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Five Hundred Forty- Eight Thousand One Hundred Eight Dollars (\$9,548,108)** for the period of July 1, 2018 through June 30, 2022.

CONTRACTOR understands that, of this maximum dollar obligation, \$1,023,012 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 to June 30, 2019	\$ 2,131,274
July 1, 2019 to June 30, 2020	\$ 2,131,274
July 1, 2020 to June 30, 2021	\$ 2,131,274
July 1, 2021 to June 30, 2022	\$ 2,131,274
SubTotal July 1, 2018 to June 30, 2022	\$ 8,525,096
Contingency	\$ 1,023,012
TOTAL	\$ 9,548,108

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

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

### **3. Services of Attorneys**

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

### **4. State or Federal Medi-Cal Revenues**

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

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

### **5. Reports and Services**

No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from

CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

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

DHCS Legal Entity Number		01078		Document Date		12/7/2018		Appendix B, Page 1																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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**Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)**

Contractor Name <u>Community Awareness &amp; Treatment Services, Inc.</u>				Appendix # <u>B-1</u>	
Provider Name <u>Community Awareness &amp; Treatment Services, Inc.</u>				Page # <u>1</u>	
Provider Number <u>380020</u>				Fiscal Year <u>18-19</u>	
				Document Date	12/7/2018
				Funding Notification Date	08/15/18
Program Name		Golden Gate for Seniors	Golden Gate for Seniors		
Program Code		00202	00202		
Mode/SFC (MH) or Modality (SA)		Res-51	Res-51		
Service Description		SA-Res Recov Long Term (Over 30days)	SA-Res Recov Long Term (Over 30days)		
Funding Term		07/01/18-6/30/19	07/01/18-6/30/19		
<b>FUNDING USES</b>					<b>TOTAL</b>
Salaries & Employee Benefits		204,419	-		204,419
Operating Expenses		102,300	68,339		170,639
Capital Expenses					-
Subtotal Direct Expenses		306,719	68,339		375,058
Indirect Expenses		42,941	9,567		52,508
<b>TOTAL FUNDING USES</b>		349,660	77,906		427,566
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>					
		-			-
		-			-
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		-	-		-
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>					
Dept-Auth-Prog-Activity					
SA COUNTY - General Fund		240646-10000-10001681-0003	349,660	-	349,660
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>		349,660	-		349,660
<b>OTHER DPH FUNDING SOURCES</b>					
					-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		-	-		-
<b>TOTAL DPH FUNDING SOURCES</b>		349,660	-		349,660
<b>NON-DPH FUNDING SOURCES</b>					
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-	77,906		77,906
<b>BHS UNITS OF SERVICE AND UNIT COST</b>					
Number of Beds Purchased (if applicable)		18	Included		
SA Only - Non-Res 33 - ODF # of Group Sessions (Classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Payment Method		Fee-For-Service (FFS)	Included		
DPH Units of Service		5,770			
Unit Type		Non-DMC - Bed Days; DMC - Per Day			
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		\$ 60.60			
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 74.10			
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)		18	Included		<b>Total UDC</b>
					18

## Document Date 12/7/2018

Appendix #:	B-1
Page #	2
Fiscal Year:	18-19
Funding Notification Date:	08/15/18

Revised 7/1/2015

# Appendix B - DPH 4: Operating Expenses Detail

Program Name: Golden Gate for Seniors  
Program Code: 00202

Document Date 12/7/2018  
Appendix #: B-1  
Page # 3  
Fiscal Year: 18-19  
Funding Notification Date: 08/15/18

Expense Categories & Line Items	TOTAL	General Fund	Non DPH Funding Sources					
Term:	07/01/18-6/30/19	07/01/18-6/30/19	07/01/18-6/30/19					
Rent	\$ 80,174	\$ 59,778	\$ 20,396					
Utilities (telephone, electricity, water, gas)	\$ 44,879	\$ 9,255	\$ 35,624					
Building Repair/Maintenance	\$ 12,086	\$ 8,267	\$ 3,819					
Occupancy Total:	\$ 137,139	\$ 77,300	\$ 59,839	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 5,739	\$ 5,739						
Photocopying	\$ -							
Program Supplies	\$ -							
Computer Hardware/Software	\$ -							
Materials & Supplies Total:	\$ 5,739	\$ 5,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 340	\$ 340						
Insurance	\$ -							
Professional License	\$ -							
Permits	\$ 6,000		\$ 6,000					
Equipment Lease & Maintenance	\$ 2,114	\$ 2,114						
General Operating Total:	\$ 8,454	\$ 2,454	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -							
Out-of-Town Travel	\$ -							
Field Expenses	\$ -							
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor:	\$ -							
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -							
Client Related Costs	\$ 6,183	\$ 5,183	\$ 1,000					
Food & Preparation	\$ 13,124	\$ 11,624	\$ 1,500					
Other Total:	\$ 19,307	\$ 16,807	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 170,639	\$ 102,300	\$ 68,339	\$ -	\$ -	\$ -	\$ -	\$ -

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

Contractor Name Community Awareness & Treatment Services, Inc.				Appendix # B-2	
Provider Name Community Awareness & Treatment Services, Inc.				Page # 1	
Provider Number 383841				Fiscal Year 18-19	
Document Date 12/7/2018		Funding Notification Date 08/15/18			
Program Name Program Code Mode/SFC (MH) or Modality (SA) Service Description Funding Term		A Woman's Place SA & Shelter 97027 Res-51 SA-Res Recov Long Term 07/01/18-6/30/19		A Woman's Place SA & Shelter 97027 Res-51 SA-Res Recov Long Term 07/01/18-6/30/19	
FUNDING USES		TOTAL			
Salaries & Employee Benefits		206,176		206,176	
Operating Expenses		19,950		13,273	
Capital Expenses					
Subtotal Direct Expenses		226,126		13,273	
Indirect Expenses		31,658		1,858	
TOTAL FUNDING USES		257,784		15,131	
BHS MENTAL HEALTH FUNDING SOURCES					
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		-		-	
BHS SUBSTANCE ABUSE FUNDING SOURCES		Dept Auth-Prof Activity			
SA COUNTY - General Fund		240646-10000-10001681-0003		257,784	
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		257,784		-	
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES		-		-	
TOTAL DPH FUNDING SOURCES		257,784		-	
NON-DPH FUNDING SOURCES					
NON DPH Fund Raising				6,575	
NON DPH- Patients/Clients Fees				8,556	
TOTAL NON-DPH FUNDING SOURCES		-		15,131	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		257,784		15,131	
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)		8		included	
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Payment Method		Cost Reimbursement (CR)			
DPH Units of Service		5,085		included	
Unit Type		Non-DMC - Bed Days: DMC - Per Day			
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		\$ 50.69			
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 53.67			
Published Rate (Medi-Cal Providers Only)		80		included	
Unduplicated Clients (UDC)					
Total UDC		80			

## Appendix B - DPH 3: Salaries & Benefits Detail

Page # 2

**Classification Date:** 08/15/18

Funding Notification Date: 08/15/18

[illegible]



# Appendix B - DPH 4: Operating Expenses Detail

Program Name: A Woman's Place SA & Shelter  
 Program Code: 97027

Document Date

12/7/2018

Funding Notification Date:

Appendix #: B-2  
 Page #: 3  
 Fiscal Year: 18-19  
 08/15/18

Expense Categories & Line Items	TOTAL	General Fund	Non DPH Funding Sources						
Term: 07/01/18-6/30/19	07/01/18-6/30/19	07/01/18-6/30/19	07/01/18-6/30/19						
Rent	\$ -								
Utilities (telephone, electricity, water, gas)	\$ 19,413	\$ 16,003	\$ 3,410						
Building Repair/Maintenance	\$ 9,235	\$ 3,947	\$ 5,288						
Occupancy Total:	\$ 28,648	\$ 19,950	\$ 8,698						
Office Supplies	\$ -								
Photocopying	\$ -								
Program Supplies	\$ -								
Computer Hardware/Software	\$ -								
Materials & Supplies Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ -								
Insurance	\$ -								
Professional License	\$ -								
Permits	\$ -								
Equipment Lease & Maintenance	\$ -								
General Operating Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -								
Out-of-Town Travel	\$ -								
Field Expenses	\$ -								
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor:	\$ -								
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -								
Client Related Costs	\$ 4,575		\$ 4,575						
Other Total:	\$ 4,575	\$ -	\$ 4,575	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 33,223	\$ 19,950	\$ 13,273	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Contractor Name <u>Community Awareness &amp; Treatment Services, Inc.</u>				Appendix # <u>B-3</u>	
Provider Name <u>Community Awareness &amp; Treatment Services, Inc.</u>				Page # <u>1</u>	
Provider Number <u>383820</u>				Fiscal Year <u>18-19</u>	
Document Date <u>12/7/2018</u>				Funding Notification Date <u>08/15/18</u>	
Program Name	A Woman's Place Drop-In	A Woman's Place Drop-In			
Program Code	88207	88207			
Mode/SFC (MH) or Modality (SA)	SecPrev-18	SecPrev-18			
Service Description	SA-Sec Prev Early Intervention - Drop-In	SA-Sec Prev Early Intervention - Prev - Outreach			
Funding Term	07/01/18-6/30/19	07/01/18-6/30/19			
<b>FUNDING USES</b>					<b>TOTAL</b>
Salaries & Employee Benefits	354,333	57,682			412,015
Operating Expenses	197,852	32,209			230,061
Capital Expenses					-
Subtotal Direct Expenses	552,185	89,891	-		642,076
Indirect Expenses	77,306	12,585			89,891
<b>TOTAL FUNDING USES</b>	629,492	102,475	-	-	731,967
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>					
					-
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	-	-	-		-
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>					
Dept Auth-Proj-Activity					-
SA COUNTY - General Fund	240646-10000-10001681-0003	629,492	102,475	-	731,967
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>	629,492	102,475	-	-	731,967
<b>OTHER DPH FUNDING SOURCES</b>					
					-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	-	-	-		-
<b>TOTAL DPH FUNDING SOURCES</b>	629,492	102,475	-	-	731,967
<b>NON-DPH FUNDING SOURCES</b>					
					-
<b>TOTAL NON-DPH FUNDING SOURCES</b>	-	-	-		-
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	629,492	102,475	-	-	731,967
<b>BHS UNITS OF SERVICE AND UNIT COST</b>					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)			
DPH Units of Service	5,907	280			
Unit Type	Hours	Hours	0	0	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 106.57	\$ 365.98	-	-	-
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 106.57	\$ 365.98	-	-	-
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)	478	53	-		
<b>Total UDC</b>					531

Program Name: A Woman's Place Drop-In	
Program Code: 88207	

Appendix #:	B-3
Page #	2
Fiscal Year	18-19
Funding Notification Date:	08/15/18
Document Date	12/7/2018

[illegible]

# Appendix B - DPH 4: Operating Expenses Detail

Program Name: A Woman's Place Drop-In  
Program Code: 88207

Document Date 12/7/2018 Funding Notification Date: 08/15/18

Appendix #: B-3

Page # 3

Fiscal Year: 18-19

Expense Categories & Line Items	TOTAL	General Fund							
Term: 07/01/18-6/30/19	07/01/18-6/30/19								
Rent	\$ 146,734	\$ 146,734							
Utilities (telephone, electricity, water, gas)	\$ 54,024	\$ 54,024							
Building Repair/Maintenance	\$ 11,574	\$ 11,574							
Occupancy Total:	\$ 212,332	\$ 212,332	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 806	\$ 806							
Photocopying	\$ -								
Program Supplies	\$ -								
Computer Hardware/Software	\$ -								
Materials & Supplies Total:	\$ 806	\$ 806	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ -								
Insurance	\$ -								
Professional License	\$ -								
Permits	\$ -								
Equipment Lease & Maintenance	\$ -								
General Operating Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -								
Out-of-Town Travel	\$ -								
Field Expenses	\$ -								
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor:	\$ -								
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -								
One-Time Security Deposit	\$ -	\$ -							
Client Related Costs	\$ 7,654	\$ 7,654							
Food & Food Preparations	\$ 9,269	\$ 9,269							
Other Total:	\$ 16,923	\$ 16,923	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 230,061	\$ 230,061	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Contractor Name Community Awareness & Treatment Services, Inc.				Appendix # B-4	
Provider Name Community Awareness & Treatment Services, Inc.				Page # 1	
Provider Number 38BKOP				Fiscal Year 18-19	
Document Date 12/7/2018				Notification Date 08/15/18	
Program Name	A Woman's Place MH	A Woman's Place MH	A Woman's Place MH	A Woman's Place MH	
Program Code	38BKOP	38BKOP	38BKOP	38BKOP	
Mode/SFC (MH) or Modality (SA)	45/20-29	15/10-56	15/01-09	15/70-79	
Service Description	Commy Client Svcs	MH Svcs	Case Mgt Brokerage	Crisis Intervention -OP	
Funding Term	07/01/18-6/30/19	07/01/18-6/30/19	07/01/18-6/30/19	07/01/18-6/30/19	
<b>FUNDING USES</b>					<b>TOTAL</b>
Salaries & Employee Benefits	144,926	317,024	134,056	7,850	603,856
Operating Expenses	21,783	47,649	20,149	1,180	90,761
Capital Expenses					-
Subtotal Direct Expenses	166,708	364,673	154,205	9,030	694,617
Indirect Expenses	23,339	51,054	21,589	1,264	97,246
<b>TOTAL FUNDING USES</b>	<b>190,047</b>	<b>415,727</b>	<b>175,794</b>	<b>10,295</b>	<b>791,863</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>				
MH FED SDMC FFP (50%) Adult	251984-10000-10001792-0001	157,239	66,490	3,894	227,622
MH COUNTY Adult - General Fund	251984-10000-10001792-0001	190,047	258,489	109,304	564,241
					-
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>190,047</b>	<b>415,727</b>	<b>175,794</b>	<b>10,295</b>	<b>791,863</b>
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>					
					-
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>OTHER DPH FUNDING SOURCES</b>					
					-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>190,047</b>	<b>415,727</b>	<b>175,794</b>	<b>10,295</b>	<b>791,863</b>
<b>NON-DPH FUNDING SOURCES</b>					
					-
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>190,047</b>	<b>415,727</b>	<b>175,794</b>	<b>10,295</b>	<b>791,863</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service	880	67,599	28,385	1,958	
Unit Type	Staff Hour	Staff Minute	Staff Minute	Staff Minute	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 215.96	\$ 6.15	\$ 6.19	\$ 5.26	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 215.96	\$ 6.15	\$ 6.19	\$ 5.26	
Published Rate (Medi-Cal Providers Only)	\$ 220.01	\$ 6.16	\$ 6.50	\$ 6.50	
Unduplicated Clients (UDC)	130	55	23	2	210



# Appendix B - DPH 4: Operating Expenses Detail

Program Name: A Woman's Place MH  
Program Code: 38BKOP

Document Date: 12/7/2018  
Appendix #: B-4  
Page #: 3  
Fiscal Year: 18-19  
Funding Notification Date: 08/15/18

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001							
	Term: 07/01/18-6/30/19	07/01/18-6/30/19							
Rent	\$ 39,071	\$ 39,071							
Utilities (telephone, electricity, water, gas)	\$ 4,650	\$ 4,650							
Building Repair/Maintenance	\$ 3,186	\$ 3,186							
Occupancy Total:	\$ 46,907	\$ 46,907	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 2,134	\$ 2,134							
Photocopying	\$ -								
Program Supplies	\$ -								
Computer Hardware/Software	\$ -								
Materials & Supplies Total:	\$ 2,134	\$ 2,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ -								
Insurance	\$ -								
Professional License	\$ -								
Permits	\$ -								
Equipment Lease & Maintenance	\$ -								
General Operating Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -								
Out-of-Town Travel	\$ -								
Field Expenses	\$ -								
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ane Freire, \$80/hr x 478 hrs, providing clinical supervision	\$ 38,240	\$ 38,240							
Consultant/Subcontractor Total:	\$ 38,240	\$ 38,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -								
Client Related Costs	\$ 1,200	\$ 1,200							
Food & Food Preparations	\$ 2,280	\$ 2,280							
Other Total:	\$ 3,480	\$ 3,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 90,761	\$ 90,761	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -





**Appendix C  
Reserved**

**Appendix D  
Reserved**

**Appendix E**  
**Business Associate Agreement**

## APPENDIX E



### San Francisco Department of Public Health

### Business Associate Agreement

This Business Associate Agreement ("BAA") supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity ("CE"), and Contractor, the Business Associate ("BA") (the "Agreement"). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

#### RECITALS

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

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

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

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

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

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

#### 1. Definitions.

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



San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

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

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

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

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

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

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

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



San Francisco Department of Public Health  
Business Associate Agreement

PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

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

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

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

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

## 2. Obligations of Business Associate.

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

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

**c. Permitted Uses.** BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as



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necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

**d. Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

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

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



## San Francisco Department of Public Health

## Business Associate Agreement

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

**h. Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

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

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





## San Francisco Department of Public Health

## Business Associate Agreement

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

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

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

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

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



San Francisco Department of Public Health  
Business Associate Agreement

### 3. Termination.

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

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

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

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

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

### 4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30)

## APPENDIX E



### San Francisco Department of Public Health

#### Business Associate Agreement

days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

#### **5. Reimbursement for Fines or Penalties.**

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

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

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

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

Contractor Name:	<b>Community Awareness &amp; Treatment Services</b>	Contractor City Vendor ID	<b>0000022483</b>
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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*
<b>A</b> Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?		
<b>B</b> Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?		
If Name & Title:	Phone #	Email:
<b>C</b> 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.]		
<b>D</b> 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.]		
<b>E</b> Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?		
<b>F</b> Assume 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 <b>only transferred or created on encrypted devices approved by SFDPH Information Security staff?</b>		

**II. Contractors who serve patients/clients and have access to SFDPH PHI, must also complete this section.****If Applicable: DOES YOUR ORGANIZATION...**

	Yes	No*
<b>G</b> 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?		
<b>H</b> 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.)		
<b>I</b> Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?		
<b>J</b> Document each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations?		
<b>K</b> 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:	<b>Community Awareness &amp; Treatment Services</b>	Contractor City/Vendor ID	<b>0000022483</b>
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**DATA SECURITY ATTESTATION**

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

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

**I. All Contractors.****DOES YOUR ORGANIZATION...**

	Yes	No*
<b>A</b> 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>B</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:		
<b>C</b> Have a formal Data Security Awareness Program?		
<b>D</b> 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)?		
<b>E</b> Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?		
If Name & Title:	Phone #	Email:
<b>F</b> Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFPDH data security training materials are available for use; contact OCPA at 1-855-729-6040.]		
<b>G</b> 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 acknowledgements of trainings for a period of 7 years.]		
<b>H</b> Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFPDH's health information?		
<b>I</b> Have (or will have if/when applicable) a diagram of how SFPDH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?		

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

ATTESTED by Data Security Officer or designated person	Name: (print)	Signature	Date
--	---------------	-----------	------

**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](mailto: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
-------------------------------	--------------	-----------	------

**Appendix F**  
**Invoices**

Appendix F  
PAGE A

INVOICE NUMBER: M02 JL 18

Ct.Blanket No.: BPHM	TBD
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\_\_\_\_\_ User Cd

Fund Source: **General Fund, SDMC Regular FFP**

Invoice Period : July 2018

Final Invoice:	<input type="checkbox"/> (Check if Yes)
----------------	---

ACE Control Number: [REDACTED]

\*Unduplicated Counts for AIDS Use Only.

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

Date: \_\_\_\_\_

**DPH Authorization for Payment**

Authorized Signatory

Date \_\_\_\_\_

Appendix F  
PAGE A

INVOICE NUMBER: S15 JL 18

Ct.Blanket No.: BPHM TBD

\_\_\_\_\_ User Cd

Cl. PO No.: POHM TBD

Fund Source: SA County - General Fund

Invoice Period : July 2018

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

\*Unduplicated Counts for AIDS Use Only.

349,6€ 2.11€

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**DPH Authorization for Payment**

**Authorized Signatory**

Date \_\_\_\_\_



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

Appendix F  
PAGE A

Control Number

Contractor: Community Awareness & Treatment Services

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939

**BHS**

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

PHP Division: Behavioral Health Services

INVOICE NUMBER: S18 JL 18

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: SA County - General Fund

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-2 A Woman's Place SA PC# - 97027 - (HMHSCRES227) 240646-10000-10001681-0003</b>												
Res-51 SA-Res Recov Long Term (over 30 days)	5,085	80			-	-	0%	0%	5,085	80	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 144,179.00	\$ -	\$ -	0.00%	\$ 144,179.00
Fringe Benefits	\$ 61,997.00	\$ -	\$ -	0.00%	\$ 61,997.00
<b>Total Personnel Expenses</b>	<b>\$ 206,176.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 206,176.00</b>
<b>Operating Expenses:</b>					
Occupancy	\$ 19,950.00	\$ -	\$ -	0.00%	\$ 19,950.00
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 19,950.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 19,950.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 226,126.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 226,126.00</b>
<b>Indirect Expenses</b>	<b>\$ 31,658.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 31,658.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 257,784.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 257,784.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

NOTES:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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

DPH Authorization for Payment

Authorized Signatory

Date

Appendix F  
PAGE B

**Invoice Number**

User Cd

CT PO No.

### DETAIL PERSONNEL EXPENDITURES

[illegible]

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Title:** \_\_\_\_\_

Phone: \_\_\_\_\_

## COST REIMBURSEMENT INVOICE

Appendix F  
PAGE 1A

Control Number

Contractor: Community Awareness &amp; Treatment Services

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939

BHS

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

PHP Division: Behavioral Health Services

INVOICE NUMBER: S23 JL 18

Ct. Blanket No.: BPHM TBD

User Ctl

Ct. PO No.: POHM

TBD

Fund Source:

SA County - General Fund

Invoice Period:

July 2018

Final Invoice:

(Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-3 A Woman's Place - Drop In PC# - 88027 - (HMHSCCRES227) 240646-10000-100001681-0003												
SecPrev-18 SA-Sec Prev Early Intervention Drop-In	5,907	478			-	-	0%	0%	5,907	478	100%	100%
SecPrev-18 SA-Sec Prev Early Intervention Prev-Outreach	280	53			-	-	0%	0%	280	53	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 288,123.00	\$ -	\$ -	0.00%	\$ 288,123.00
Fringe Benefits	\$ 123,892.00	\$ -	\$ -	0.00%	\$ 123,892.00
Total Personnel Expenses	\$ 412,015.00	\$ -	\$ -	0.00%	\$ 412,015.00
Operating Expenses:					
Occupancy	\$ 212,332.00	\$ -	\$ -	0.00%	\$ 212,332.00
Materials and Supplies	\$ 806.00	\$ -	\$ -	0.00%	\$ 806.00
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Client Related Costs	\$ 7,654.00	\$ -	\$ -	0.00%	\$ 7,654.00
Food & Food Preparations	\$ 9,269.00	\$ -	\$ -	0.00%	\$ 9,269.00
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 230,061.00	\$ -	\$ -	0.00%	\$ 230,061.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 642,076.00	\$ -	\$ -	0.00%	\$ 642,076.00
Indirect Expenses	\$ 89,891.00	\$ -	\$ -	0.00%	\$ 89,891.00
TOTAL EXPENSES	\$ 731,967.00	\$ -	\$ -	0.00%	\$ 731,967.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:

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

DPH Authorization for Payment

Authorized Signatory

Date

Appendix F  
PAGE 8

**Invoice Number**

User Cd

CT PO No.

**DETAIL PERSONNEL EXPENDITURES**

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

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**Introduction**

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

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

**Dispute Resolution Procedure**

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

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

notwithstanding the foregoing, nothing shall diminish the parties' rights to seek any and all other legal or equitable remedies.

## **Appendix H**

### **SUBSTANCE USE DISORDER SERVICES**

**such as**

**Drug Medi-Cal,  
Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant,  
Primary Prevention or  
State Funded Services**

The following laws, regulations, policies/procedures and documents are hereby incorporated by reference into this Agreement as though fully set forth therein.

Drug Medi-Cal (DMC) services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&IC), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1, and Part 438 of the Code of Federal Regulations, hereinafter referred to as 42 CFR 438.

The City and County of San Francisco and the provider enter into this Intergovernmental Agreement by authority of Title 45 of the Code of Federal Regulations Part 96 (45 CFR Part 96), Substance Abuse Prevention and Treatment Block Grants (SAPT Block Grant) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. SAPT Block Grant recipients must adhere to Substance Abuse and Mental Health Administration's (SAMHSA) National Outcome Measures (NOMs).

The objective is to make substance use treatment services available to Medi-Cal and other non-DMC beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act and the SAPT Block Grant for reimbursable covered services rendered by certified DMC providers.

### **Reference Documents**

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements

<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol11/CFR-2005-title45-vol11-part96>

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations

<https://www.law.cornell.edu/cfr/text/42/part-54>

Document 1C: Driving-Under-the-Influence Program Requirements

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)

<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)

[http://www.dhcs.ca.gov/provgovpart/Pages/Facility\\_Certification.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx)

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995

Document 2C: Title 22, California Code of Regulations

<http://ccr.oal.ca.gov>

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)

[http://www.dhcs.ca.gov/services/adp/Documents/DMCA\\_Drug\\_Medi-Cal\\_Certification\\_Standards.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf)

Document 2F: Standards for Drug Treatment Programs (October 21, 1981)

[http://www.dhcs.ca.gov/services/adp/Documents/DMCA\\_Standards\\_for\\_Drug\\_Treatment\\_Programs.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf)

Document 2G Drug Medi-Cal Billing Manual

[http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC\\_Billing\\_Manual%20FINAL.pdf](http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf)

Document 2K: Multiple Billing Override Certification (MC 6700)

Document 2L(a): Good Cause Certification (6065A)

Document 2L(b): Good Cause Certification (6065B)

Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement



Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)

Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)

Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)

Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)

Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)

Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (form and instructions)

Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)

Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)

Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)

Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs  
<http://www.calregs.com>

Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors  
<http://www.calregs.com>

Document 3J: CalOMS Treatment Data Collection Guide  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_Tx\\_Data\\_Collection\\_Guide\\_JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15  
[http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx)

Document 3S CalOMS Treatment Data Compliance Standards

Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards  
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>

Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS100224A)

Document 5A : Confidentiality Agreement

## **FOR CONTRACTS WITH DRUG MEDI-CAL, FEDERAL SAPT OR STATE FUNDS:**

### **I. Subcontractor Documentation**

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by DHCS.

### **Records**

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance. Contractor will make these records available to State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowability, and allocability of costs incurred by Contractor.

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.
2. Providers shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit.

Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.

4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

5. Provider's shall require that all subcontractors comply with the requirements of this Section A.

6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.

If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

## **II Patient Record Retention**

Provider agrees to establish, maintain, and update as necessary, an individual patient record for each beneficiary admitted to treatment and receiving services.

Drug Medi-Cal contracts are controlled by applicable provisions of: (a) the W&I, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

Established by DMC status and modality of treatment, each beneficiary's individual patient record shall include documentation of personal information as specified in either AOD Standards; Title 22; and Title 9. Contractor agrees to maintain patient records in accordance with the provision of treatment regulations that apply.

Providers, regardless of DMC certification status, shall maintain all of the documentation in the beneficiary's individual patient record for a minimum of seven (7) years from the date of the last face-to-face contact between the beneficiary and the provider.

In addition providers shall maintain all of the documentation that the beneficiary met the requirements for good cause specified in Section 51008.5, where the good cause results from beneficiary-related delays, for a minimum of seven (7) years from the date of the last face-to-face contact. If an audit takes place during the three year period, the contractor shall maintain records until the audit is completed.

### **III. Control Requirements**

1) Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its providers to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its contractors for any failure to comply with these requirements:

- a) HSC, Division 10.5, commencing with Section 11760;
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- c) Government Code Section 16367.8;
- d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
- f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- h) Title 42, CFR, Sections 8.1 through 8.6;
- i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)

**K) Medi-Cal Eligibility Verification**

<http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx>

Providers shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.

3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:

a) Document 1C, Driving-Under-the-Influence Program Requirements;

C. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40, Statutes of 2011 and Chapter 13, Statutes of 2011, First Extraordinary Session), providers that provide Women and Children's Residential Treatment Services shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <http://www.samhsa.gov/grants/grantannouncements/ti-14-005>.

**IV Provider's Agents and Subcontractors**

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

## **V Breaches and Security Incidents**

During the term of this Agreement, Provider agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

### **a. Initial Notice to the Department**

(1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.

(2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of provider. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov)). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

### **b. Investigation and Investigation Report.**

To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Provider shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

**c. Complete Report.**

To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, provider shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, provider needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case provider shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

**d. Responsibility for Reporting of Breaches**

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors, provider is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, provider shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to provider, provider shall notify the Department, and the Department and provider may take appropriate action to prevent duplicate reporting.

**e. Responsibility for Notification of Affected Individuals**

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, provider shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require provider to notify such affected individuals,

which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

**f. Department Contact Information**

To direct communications to the above referenced Department staff, the provider shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the provider. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

**VI Additional Provisions**

**A. Additional Intergovernmental Agreement Restrictions**

This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner including, but not limited to, 42 CFR 438.610(c)(3).

**B. Nullification of DMC Treatment Program SUD services (if applicable)**

The parties agree that if the Contractor fails to comply with the provisions of W&I Code, Section 14124.24, all areas related to the DMC Treatment Program SUD services shall be null and void and severed from the remainder of this Intergovernmental Agreement. In the event the DMC Treatment Program Services component of this Intergovernmental Agreement becomes null and void, an updated Exhibit B, Attachment I shall take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Intergovernmental Agreement. All other requirements and conditions of this Intergovernmental Agreement shall remain in effect until amended or terminated.

**C. Hatch Act**

Provider agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**D. No Unlawful Use or Unlawful Use Messages Regarding Drugs**

Provider agrees that information produced through these funds, and which pertains to drug and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol



(HSC Section 11999-11999.3). By signing this Intergovernmental Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.

**E. Noncompliance with Reporting Requirements**

Provider agrees that DHCS has the right to withhold payments until provider has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

**F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

None of the funds made available through this Intergovernmental Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

**G. Restriction on Distribution of Sterile Needles**

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Intergovernmental Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

**H. Health Insurance Portability and Accountability Act (HIPAA) of 1996**

If any of the work performed under this Intergovernmental Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, DHCS and provider shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

**1) Trading Partner Requirements**

a) No Changes. Provider hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))

b) No Additions. Provider hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))

c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c))

d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

## **2) Concurrence for Test Modifications to HHS Transaction Standards**

Provider agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Provider agrees that it shall participate in such test modifications.

## **3) Adequate Testing**

Provider is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Provider has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

## **4) Deficiencies**

The Provider agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the provider is acting as a clearinghouse for that provider. If the provider is a clearinghouse, the provider agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

## **5) Code Set Retention**

Both Parties understand and agree to keep open code sets being processed or used in this Intergovernmental Agreement for at least the current billing period or any appeal period, whichever is longer.

## **6) Data Transmission Log**

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Intergovernmental Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the Information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

### **I. Nondiscrimination and Institutional Safeguards for Religious Providers**

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

**J. Counselor Certification**

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

**K. Cultural and Linguistic Proficiency**

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Intergovernmental Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).

**L. Intravenous Drug Use (IVDU) Treatment**

Provider shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo SUD treatment (42 USC 300x-23 and 45 CFR 96.126(e)).

**M. Tuberculosis Treatment**

Provider shall ensure the following related to Tuberculosis (TB):

- 1) Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse;
- 2) Reduce barriers to patients' accepting TB treatment; and,
- 3) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

**N. Trafficking Victims Protection Act of 2000**

Provider and its subcontractors that provide services covered by this Intergovernmental Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

**O. Tribal Communities and Organizations**

Provider shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and

improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the Provider's county.

**P. Participation of County Alcohol and Drug Program Administrators Association of California and California Behavioral Health Director's Association of California.**

1) Pursuant to HSC Section 11801(g), the Provider's County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

2) Pursuant to HSC Section 11811.5(c), the Provider's County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

**Q. Youth Treatment Guidelines**

Provider shall follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Intergovernmental Agreement is required for new guidelines to be incorporated into this Intergovernmental Agreement.

**R. Restrictions on Grantee Lobbying – Appropriations Act Section 503**

1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

**S. Nondiscrimination in Employment and Services**

By signing this Intergovernmental Agreement, provider certifies that under the laws of the United States and the State of California, incorporated into this Intergovernmental Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.

**T. Federal Law Requirements:**

1) Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.

3) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

4) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

5) Age Discrimination in Employment Act (29 CFR Part 1625).

6) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

7) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

8) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

9) Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

10) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

11) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

12) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

13) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

**U. State Law Requirements:**

1) Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).

2) Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3) Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

4) No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5) Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Intergovernmental Agreement or terminate all, or any type, of funding provided hereunder.

#### **V. Investigations and Confidentiality of Administrative Actions**

1) Provider acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

2) Provider shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

W. This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner.

#### **X. Subcontract Provisions**

Provider shall include all of the foregoing provisions in all of its subcontracts.

#### **Y. Conditions for Federal Financial Participation**

1) Provider shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

2) Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

a) Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;

b) Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or

c) Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:

i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or

ii. An entity that would provide those services through an excluded individual or entity.

**Providers shall include the following requirements in their subcontracts with providers:**

1) **Culturally Competent Services:** Providers are responsible to provide culturally competent services. Providers must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services must be available for beneficiaries, as needed.

2) **Medication Assisted Treatment:** Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.

3) **Evidenced Based Practices:** Providers will implement at least two of the following evidenced based treatment practices (EBPs) based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The State will monitor the implementation of EBP's during reviews. The required EBP include:

a) **Motivational Interviewing:** A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.

b) **Cognitive-Behavioral Therapy:** Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

c) **Relapse Prevention:** A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.

d) **Trauma-Informed Treatment:** Services must take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.

e) **Psycho-Education:** Psycho-educational groups are designed to educate beneficiaries about substance abuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to beneficiaries' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recover.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Anbster & Oser, Inc. License 0E28888 205 San Marin Drive Novato CA 94945-1227		<b>CONTACT NAME:</b> Denise Billings / Pat Stevens / Vanessa Weidauer <b>PHONE (A/C, No, Ext):</b> (415) 898-1800 <b>FAX (A/C, No):</b> (415) 898-3822 <b>E-MAIL:</b> danisa@properlyinsured.com / vanessa@properlyinsured.com <b>ADDRESS:</b>	
<b>INSURED</b> Community Awareness & Treatment Services, Inc. 1171 Mission Street Second Floor San Francisco CA 94103		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nonprofits Ins Alliance of CA <b>INSURER B:</b> Redwood Fire & Casualty <b>INSURER C:</b> Travelers Indemnity of America <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> NIAC 25688	

**COVERAGES** **CERTIFICATE NUMBER:** CL1861218699 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	2018-01320	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> SOCIAL SERVICE					MED EXP (Any one person) \$ 20,000
	<input type="checkbox"/> PROFESSIONAL LIABILITY					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:					Liquor Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	2018-01320	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		2018-01320-UMB	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	COWC924748	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	FIDELITY		105805713	07/01/2018	07/01/2019	Employee Dishonesty \$2,000,000
						Retention \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured per form CG 2028.

## CERTIFICATE HOLDER

City & County of San Francisco Department of Public Health  
101 Grove Street, Room 307  
San Francisco  
CA 94102-4505

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED--DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

**Name of Additional Insured Person(s) Or Organization(s)**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

CITY & COUNTY OF SAN FRANCISCO, its officers, agents, employees & volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to**

**Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED ENDORSEMENT**

**01320**

**This endorsement modifies insurance provided under the following:**

#### **BUSINESS AUTO COVERAGE ONLY**

**In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:**

**CITY & COUNTY OF SAN FRANCISCO, its officers, agents, employees & volunteers**

**(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)**

**But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.**

**It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.**

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

**First Amendment**

THIS AMENDMENT (this “Amendment”) is made as of June 1, 2022, in San Francisco, California, by and between **Community Forward SF** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

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

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-26-2016 and RFP-8-2017 issued on August 27, 2016 and August 23, 2017 respectively and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained on December 16, 2019 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 48652-16/17 in the amount of \$367,880,000 for the period commencing July 1, 2017 and ending June 30, 2027; and

WHEREAS, approval for this Amendment was obtained on July 15, 2019 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of \$292,051,200 for the period commencing January 1, 2018 and ending December 31, 2027; and

WHEREAS, approval for this Amendment under S.F. Charter 9.118 was obtained when the Board of Supervisors approved Resolution No. 259-22 on June 7, 2022.

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

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

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

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

**Article 2 Modifications to the Agreement**

The Agreement is hereby modified as follows:

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

1.10 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California

Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

**2.2 Term of the Agreement.** Section 2.1 Term of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on (i) July 1, 2018 and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

**2.3 Compensation.** *Section 3.3.1 Payment currently reads as follows:*

### **3.3.1 Payment**

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Five Hundred Forty-Eight Thousand One Hundred Eight Dollars (\$9,548,108)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

## **ARTICLE 3 FINANCIAL MATTERS**

### **3.3.1 Calculation of Charges**

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<sup>4</sup> 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 **Thirteen Million One Hundred Thousand Dollars (\$13,100,000)**. 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. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

**2.4 Payment Limited to Satisfactory Services and Delivery of Goods.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.2 in its entirety.*

**3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods.** Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery

of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement 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

**2.5 Getting Paid by the City for Goods and/or Services.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.4 in its entirety.*

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

**2.6 Getting Paid by the City for Goods and/or Services.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.6 in its entirety.*

**3.3.6 Getting paid by the City for Goods and/or Services.**

(a) The City and County of San Francisco utilizes the Paymode-X<sup>®</sup> service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [http://portal.paymode.com/city\\_countyofsanfrancisco](http://portal.paymode.com/city_countyofsanfrancisco).

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through [sfemployeeportalsupport@sfgov.org](mailto:sfemployeeportalsupport@sfgov.org).

**2.7 Payment Terms. Payment Due Date.** The following is hereby added to Article 3.3.8 of the Agreement:

**3.3.8 Payment Terms. Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

**2.8 Audit and Inspection of Records.** The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.4 in its entirety.

**3.4 Audit and Inspection of Records.**

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

this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

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

3.4.3 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.

3.4.4 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.

**2.9 Contract Amendments; Budgeting Revisions.** *The following is hereby added to Article 3.7 of the Agreement:*

### **3.7 Contract Amendments; Budgeting Revisions.**

**3.7.1 Formal Contract Amendment:** Contractor shall not be entitled to an increase in the Compensation or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 11.5 (Modifications of this Agreement).

**3.7.2 City Revisions to Program Budgets:** The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Program Budget Revision.

**3.7.3 City Program Scope Reduction.** Given the local emergency, the pandemic, and the City's resulting budgetary position, and in order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor

further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction

**2.10 Qualified Personnel:** *The following is hereby added to Article 4 of the Agreement, replacing the previous 4.2 in its entirety:*

#### **4.2. Qualified Personnel**

**4.2.1** 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.

#### **4.2.2 Contractor Vaccination Policy.**

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

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

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

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

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

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

**2.11 Subcontracting.** The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.3 in its entirety.

#### **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 Subcontractors named in Appendix B-1.

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

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

**2.13 Insurance.** *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.1 in its entirety.*

#### 5.1 Insurance

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

- (a) Commercial General Liability Insurance with limits not less than \$3,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers’ Compensation Insurance, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- (d) Professional Liability Insurance, applicable to Contractor’s profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Reserved. (Technology Errors and Omissions Liability Coverage).
- (f) Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.
- (g) Reserved. (Pollution Liability Insurance).
- (h) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

#### 5.1.2 Additional Insured Endorsements



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

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

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

### **5.1.3 Waiver of Subrogation Endorsements**

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

### **5.1.4 Primary Insurance Endorsements**

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

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

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

### **5.1.5 Other Insurance Requirements**

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

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

(c) 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.

(d) 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.

(e) 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.

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

**2.14 Indemnification.** *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.2 in its entirety:*

## **5.2 Indemnification.**

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

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

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

**2.15 Contractor to Pay Taxes.** *The following is hereby added to Article 7 of the Agreement, replacing the previous Section 7.1 in its entirety:*

**7.1 Contractor to Pay All Taxes.** 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.

**2.16 Possessory Interest Taxes.** *The following is hereby added to Article 7 of the Agreement, replacing the previous Section 7.2 in its entirety:*

**7.2 Possessory Interest Taxes.** 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.

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

**7.3 Withholding**

Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

**2.18 Termination and Default,** *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.2 in its entirety:*

**8.2 Termination for Default; Remedies.**

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

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

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

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

**2.19 Rights and Duties upon Termination or Expiration,** *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.4.1 in its entirety:*

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
		Appendix E	Business Associate Agreement

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

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

#### **10.4 Consideration of Salary History.**

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

**2.21 Minimum Compensation Ordinance.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.7 in its entirety:*

#### **10.7 Minimum Compensation Ordinance.**

If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to

the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

**2.22 Health Care Accountability Ordinance.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.8 in its entirety:*

**10.8 Health Care Accountability Ordinance.**

Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

**10.11 Limitations on Contributions**

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

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

**10.17 Distribution of Beverages and Water.**

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

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

**2.25 Notice to the Parties.** *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.1 in its entirety:*

**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 San Francisco, California 94103	FAX: (415) 252-3088 e-mail: <a href="mailto:David.Folmar@sfdph.org">David.Folmar@sfdph.org</a>
And:	<b>ANTHONY BUCKMAN</b> CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE (CDTA) 1380 HOWARD STREET, 5 <sup>TH</sup> FLOOR SAN FRANCISCO, CA 94103	FAX: (415) 252-3031 e-mail: <a href="mailto:Anthony.buckman@sfdph.org">Anthony.buckman@sfdph.org</a>
To CONTRACTOR:	COMMUNITY FORWARD SF 1171 MISSION STREET  SAN FRANCISCO, CA 94103	FAX: (415) 241-1176 e-mail: <a href="mailto:KARA.ZORDEL@communityforwardsf.org">KARA.ZORDEL@communityforwardsf.org</a>

**2.26 Incorporation of Recitals.** *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.3 in its entirety*

**11.3 Incorporation of Recitals.**

The matters recited above are hereby incorporated into and made part of this Agreement.

**2.27 Order of Precedence.** *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.13 in its entirety*

**11.13 Order of Precedence.**

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated November 8, 2016 and September 19, 2017. The RFP and Contractor's proposals are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposals. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposals, and Contractor's printed terms, respectively.

**2.28 Notification of Legal Requests.** *The following is hereby added to Article 11 of the Agreement:*

**11.14 Notification of Legal Requests.**

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

**2.29 Certification Regarding Lobbying.** *The following is hereby added to Article 12 of the Agreement, replacing the previous Section 12.3 in its entirety*

**12.3. Certification Regarding Lobbying.**

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

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

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

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

**2.30 Nondisclosure of Private, Proprietary or Confidential Information.** *The following is hereby added to Article 13 of the Agreement, replacing the previous 13.1 in its entirety.*

**13.1 Nondisclosure of Private, Proprietary or Confidential Information.**

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

**13.1.2 Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City’s behalf, 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, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.



**2.31 Management of City Data and Confidential Information:** *The following is hereby added to Article 13 of the Agreement, replacing the previous Section 13.4 in its entirety:*

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

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

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

**2.32 Ownership of City Data.** *The following is hereby added to Article 13 of the Agreement:*

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

**2.33 Protected Health Information:** *The following is hereby added to Article 13 of the Agreement:*

**13.6 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.

**2.34 Official Actions Relating to the Emergency; FEMA Assistance:** *The following is hereby added to Article 15 of the Agreement:*

**Article 15                      Official Actions Relating to the Emergency; FEMA Assistance.**

**15.1 Orders of Local, State or Federal Officials.** City and Contractor mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. City and Contractor mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order (“Official Actions”), as they may be revised and updated. If the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern. Contractor shall stay updated on the status of the City Health Officer orders by checking the Department of Public Health website (sfdph.org) regularly.

**15.2 FEMA Assistance.** This is an acknowledgement that FEMA financial assistance will be requested by City and if provided will be used to fund all or a portion of this Agreement. Contractor shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including the FEMA Emergency & Exigency Contracts Requirements attached hereto as Appendix D and incorporated herein by reference

**2.35 Appendix A dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.36 Appendix B dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.37 Appendix D, Reserved, dated 07/01/17 (i.e. July 1, 2018) is hereby deleted and Appendix D, FEMA Contract Requirements, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.38 Appendix F, Invoices, dated 07/01/21 (i.e. July 1, 2021) are hereby added to the Agreement for 2021-22.**

**2.39 Appendix G, Dispute Resolution, dated 07/01/18 (i.e. July 1, 2018) is hereby deleted and Appendix G, Dispute Resolution, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.40 Appendix H, Substance Abuse Disorder Services, dated 07/01/18 (i.e. July 1, 2018) is hereby deleted and Appendix H, Substance Abuse Disorder Services, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.41 Appendix I, COVID Proclamation, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.42 Appendix J, 214 Form COVID 19, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.43 Appendix K, Data Access Sharing Terms, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**Article 3      Effective Date**

**Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the effective date of the agreement.


#### **Article 4   Legal Effect**

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

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


**CITY**

Recommended by:

DocuSigned by:  
  
28527524752949F... 6/27/2022 | 11:37 AM PDT  
Grant Colfax  
**Director of Health**  
**Department of Public Health**

**CONTRACTOR**


**Community Forward SF**

DocuSigned by:  
  
116FAC86589A45A 6/27/2022 | 10:52 AM PDT  
**KARA ZORDEL**  
**Chief Executive Director**  
1171 Mission Street  
San Francisco, CA 94103


City Supplier ID:  
0000022483

Approved as to Form:

David Chiu  
City Attorney

DocuSigned by:  
  
6D6CB58424584B1... 6/27/2022 | 10:57 AM PDT  
By: Henry Lifton  
Deputy City Attorney

Approved:

DocuSigned by:  
  
9AEA44694D514E7... 6/27/2022 | 3:51 PM PDT  
Sailaja Kurella  
Director, Office of Contract Administration, and  
Purchaser

**Appendix A**  
**Scope of Services – DPH Behavioral Health Services**

**1. Terms**

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

**2. Description of Services**

**3. Services Provided by Attorneys**

**1. Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Anthony Buckman**, Program Manager, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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



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

V. Compliance with Grant Award Notices:

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 – A Woman's Place (SA)

Appendix A-2 -- A Woman's Place (MH)

Appendix A-3– A Woman's Place Drop-In and COVID 19 Shelter in Place Hotels 11

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

Contractor Name: Community Forward SF, Inc  
Program Name: A Woman's Place

**Appendix A-1**  
**Contract Term 07/01/2021 - 06/30/2022**

**1. Identifiers:**

Program Name: A Woman's Place  
Program Address: 1049 Howard St.  
City, State, ZIP: San Francisco CA 94103  
Telephone/FAX: 415-487-2140/415-487-2142  
Website Address: www.communityforwardsf.org

Contractor: Community Forward SF  
Contractor Address: 1171 Mission St.  
City, State, ZIP: San Francisco CA 94103

Persons Completing Narrative:  
Felicia Houston, VP Program Contracts & Compliance  
Telephone: 415-420-1420  
Email: felicia.houston@communityforwardsf.org  
Program Code(s): 97027

**1. Nature of Document:**

☒ Original      ☒ First Amendment      ☒ Revision to Program Budgets (RPB#1)

**2. Goal Statement:**

By design A Woman's Place (AWP) is to provide 6 to 12 month supportive living accommodations to homeless women of all ethnicities and who may have co-occurring substance abuse and mental health issues and who are accessing outpatient mental health services at AWP Behavioral Mental Health program. Stabilization Support Beds are a low threshold opportunity for female-identified clients experiencing additional barriers in accessing services from traditional substance use treatment providers.

**3. Priority Population:**

The program is designed to meet the unique needs of low or no income, chronically homeless individuals. The priority populations are multiply diagnosed women, individuals identifying as transgender women, women of color, and women with diverse sexual orientations. Clients that are 18 years & older, with emphasis on women at serious risk in the Tenderloin, South of Market Districts, and Mission Districts of San Francisco. This includes long term heroin, cocaine/crack addicts and alcoholics, victims of domestic violence, sexual and physical assault, HIV/AIDS, Axis I mental disabilities, women involved with the criminal justice system, and women with a history of an inability to utilize existing services. The first three target population groups, ranked by priority, are:

- Gender: Women or MTF Transgender

Contractor Name: Community Forward SF, Inc

Appendix A-1

Program Name: A Woman's Place

Contract Term 07/01/2021 - 06/30/2022

- Co-occurring disorders: Multiple diagnoses (mental and substance use disorder)
- Homeless status: Homeless or transient who may
  - Have expressed interest in addressing current substance use
  - Eligible for or enrolled in San Francisco Health Plan and/ or Medi-Cal
  - Be able to participate meaningfully in group settings

#### 4. Modalities/Interventions

See Appendix B-1 CRDC

#### 5. Methodology

##### A. Outreach, Recruitment, Promotion, and Advertisement:

AWP conducts outreach at the 211 13<sup>th</sup> street drop-in facility. There, clients are offered a safe environment where their most fundamental needs for safety, nourishment, and care are met. As trust builds, women will be encouraged to return for continued support. Counseling staff always remain attentive and engaged and are extensively trained in de-escalation and quickly intervene at the first signs of conflict. Clients who consent to outpatient mental health services at the 1049 Howard location are enrolled into the AWP Behavioral Mental Health program.

Engagement is encouraged through building strong community support among clients, former clients and staff, with a “support your sister” philosophy. Community building is fostered via recreational activities focused to bring women off the street and indoors, such as games, movies night, storytelling activities, and therapeutic art projects. Clients are able to talk with counseling staff and access an array of resources including primary care, psychiatric evaluation, individual and group therapy, meditation and yoga activities, and “Morning Cup of Coffee” activities.

Counseling staff members are trained to identify mental health issues and apply techniques appropriate to each stage of recovery, specializing in early intervention and prevention, when the opportunity is present. Mental Health Rehabilitation Specialists are trained to be proactive in talking to clients in individual and group settings to increase retention, with an enhanced ability to identify decompensation, changes in behavior patterns and potential pitfalls, and readily identify, reinforce, and praise client strengths.

##### B. Admission

AWP does not utilize a rigid admission policy. It is required that the client has not used alcohol and/or other drugs within a 24-72-hour period. When further stabilization, we require that they spend 3 to 5 days Stabilization shelter beds.

Contractor Name: Community Forward SF, Inc

Appendix A-1

Program Name: A Woman's Place

Contract Term 07/01/2021 - 06/30/2022

The program is a non-threatening entry point for hard-to-engage women, offering much support with few demands. Though this is not criteria for admission clients are expected to pay 30% of their income as program fees.

**C. Program Description:**

AWP uses evidence-based interventions that operate within the harm-reduction and recovery model frameworks. Clients receive assessment and diagnosis by a Licensed Mental Health professional, and individual and group therapy provided by a Mental Health Rehabilitation Specialist.

Each woman entering AWP receives a preliminary assessment to determine her level of crisis and need Mental Health Rehabilitation Specialists will assess each using the ANSA and employing interventions as indicated. Common interventions will include assessment, treatment planning, individual and group therapy, motivational interviewing, skill-building, crisis intervention, case management, harm reduction education (including information on substance use with concomitant increases of at risk behavior such as unprotected sex, needle sharing, and transmission of the HIV virus), stabilization, support services and linkages to supportive housing.

The program uses a holistic, trauma informed evidence-based recovery model, which includes peer interaction groups, process groups, art therapy, acupuncture, meditation and mindfulness groups, yoga, anger management groups, educational/ life skills groups, and individual assessments and counseling. The program further incorporates tenants of steps 1-3 within the 12-step model.

**D. Progression/ Exit Criteria**

Women leave on completion of their care plan which includes placement goals such as residential treatment program, transitional housing, and permanent supportive housing. Continued Outpatient care to ensure successful transition. Attend and/or facilitate peer support groups.

Clients not successful or satisfied in one program can transition between programs, or to other appropriate community services.

**E. Program Staffing**

**Refer to Appendix B-1**

**6. Objectives and Measurements**

**All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS A/OA Performance Objectives FY 21-22**

Contractor Name: Community Forward SF, Inc  
 Program Name: A Woman's Place

**Appendix A-1**  
**Contract Term 07/01/2021 - 06/30/2022**

## **7. Continuous Quality Improvement**

1. The Outcome Objectives of A Woman's Place's are evaluated, monitored and tracked with the combined efforts of the Program Management. This process will be overseen by the VP of Program Contracts and Compliance.
2. Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through the Avatar system. Charts are reviewed monthly the last Wednesday of the month in a Peer review format and finalized by the Director of Clinical Services. All reports will be submitted to the VP of Program Contracts and Compliance, and to the Chief Executive Officer. All required reports will also be submitted in a timely matter to respected funding sources.
3. During FY 21/22 AWP staff will receive a minimum of 6 hours of training on topics of Cultural Competency specifically Cultural Humility as well as the following: Motivational Interviewing, Co-Occurring Disorders, and Harm Reduction to improve staff's ability to employ strategies outside of the traditional 12 Step mode. The Director of Clinical Services will ensure that all staff funded under this contract will receive a minimum of 6 hrs. training on Motivational Interviewing, Co-Occurring Disorders and Harm Reduction. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.
4. A Woman's Place's participates in the BHS annual Client Satisfaction Survey period. To address issues not covered in that survey AWP uses an internal survey instrument throughout the contract period. All survey results are analyzed by the Management team consisting of the Director of Clinical Services, Director of Programs, and the Site Supervisor. Results of the survey and analysis are also submitted to the VP of Program Contracts and Compliance.
5. Timely completion and use of outcome data for Mental Health services ANSA

Evidence of CQI activities related to 1-5 above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract -Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these -Items, or outcome reports.

## **8. Required Language: N/A**

Contractor Name: Community Forward SF  
 Program Name: A Woman's Place

**Appendix A- 2**  
**Contract Term 07/01/2021 - 06/30/2022**

## 1. Identifiers

Program Name: A Woman's Place Behavioral Mental Health

### Main Clinic:

A Woman's Place  
 1049 Howard St  
 San Francisco, CA 94103  
 (415) 487-2140  
 FAX: (415) 487-2142

### Field Site:

AWP Drop-In  
 211 – 13th Street  
 San Francisco, CA 94103  
 (415) 293-7360  
 (415) 487-2142

Contractor: Community Forward SF  
 Contractor Address: 1171 Mission St., 2<sup>nd</sup> Fl.  
 City, State, Zip: San Francisco, CA 94103  
 Website: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Persons Completing this Narrative: Felicia Houston VP Program Contracts & Compliance  
 Telephone: 415-420-1420  
 Email: [felicia.houston@communityforwardsf.org](mailto:felicia.houston@communityforwardsf.org)  
 Program Code: 38BKOP

## 1. Nature of Document (check one)

Original

**Contract Amendment One**

Revision to Program Budgets

## 2. Goal Statement

The goal of A Woman's Place Behavioral Mental Health (AWP-MH) program is to provide trauma-informed, gender-responsive care to all ethnicities and populations with a specific focus on the unique cultural experiences women and transgender females in the form of low-threshold outpatient mental health services targeted to the complex needs of multiply diagnosed homeless women, with close linkages to primary care, case management, residential substance abuse and HIV transitional housing and care.

## 3. Priority Population

AWP-MH focuses on the unique cultural experiences of women, transgender females and families (i.e. single mothers). AWP-MH provides services to women ages 18 to 65+ who suffer from mental illness and who are homeless. Our clients are often victims of violence and reside in and around the Tenderloin.

Contractor Name: Community Forward SF  
 Program Name: A Woman's Place

**Appendix A- 2**  
**Contract Term 07/01/2021 - 06/30/2022**

#### **4. Modality(ies)/Interventions**

**See CRDC B-2 UOS Allocation**

#### **5. Methodology**

##### ***A. Outreach, Recruitment, Promotion, and Advertisement***

AWP-MH conducts outreach at multiple sites. Clients are offered a safe environment where their most fundamental needs for safety, nourishment, and care is be met. As trust builds, women will be encouraged to return for continued support. Counseling staff remain attentive and engaged at all times, and extensively trained in de-escalation and quickly intervene at the first signs of conflict. Clients who consent to outpatient mental health services at the 1049 Howard location are enrolled into the AWP Behavioral Mental Health program.

Engagement is encouraged through building strong community support among clients, former clients and staff, with a “support your sister” philosophy. Community building is fostered via recreational activities focused to bring women off the street and indoors, such as games, movies night, storytelling activities, and therapeutic art projects. Clients are able to talk with counseling staff and access an array of resources including primary care, psychiatric evaluation, individual and group therapy, meditation and yoga activities, and “Morning Cup of Coffee” activities.

Counseling staff members are trained to identify mental health issues and apply techniques appropriate to each stage of recovery, specializing in early intervention and prevention, when the opportunity is present. Mental Health Rehabilitation Specialists are trained to be proactive in talking to clients in individual and group settings to increase retention, with an enhanced ability to identify decompensation, changes in behavior patterns and potential pitfalls, and readily identify, reinforce, and praise client strengths.

##### ***B. Admission, Enrollment and/or Intake Criteria and Process Where Applicable***

AWP-MH Program is a non-threatening entry point for hard-to-engage women, offering much support with few demands. Just as importantly, the AWP-MH program offers a safe and secure respite from the street. Therefore, AWP-MH will serve all women who are homeless and over age 18. There are two tiers of service within the AWP-MH program, and some clients may elect to receive (or transition into) more intensive services within the AWP residential facility (room, board & facility operation expenses not funded by this Appendix).

The AWP Residential Facility does not utilize a rigid admission policy. It may require that a client has not abused substances for 24-hours prior to admission. To this end we may

Contractor Name: Community Forward SF  
 Program Name: A Woman's Place

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require that a prospective client complete a detoxification program or stabilize in our emergency shelter during their admission process.

### ***C. Service Delivery Model***

AWP-MH uses evidence-based interventions that operate within the harm-reduction and recovery model frameworks. Clients receive assessment and diagnosis by a registered MFT and licensed Psychologist and individual and group therapy provided by a Mental Health Rehabilitation Specialist.

At the time of intake, the client receives a packet containing both internal and external grievance policies and the process is explained. Grievance policies are also posted in client areas.

Each woman entering AWP-MH receives a preliminary assessment to determine her level of crisis (i.e. 'Was she referred by PES, Police, Rape Crisis, or battered women's shelter?'), and need (i.e. 'Which service is appropriate: drop-in, AWP crisis bed, AWP housing bed, or another agency's service?') Mental Health Rehabilitation Specialists will assess each client who is willing to engage with care by using the ANSA and employing interventions as indicated. Common interventions will include assessment, treatment planning, individual and group therapy, motivational interviewing, skill-building, crisis intervention, case management, harm reduction education (including information on substance use with concomitant increases of at risk behavior such as unprotected sex, needle sharing, and transmission of the HIV virus), stabilization, support services and linkages to supportive housing.

AWP Mental Health Rehabilitation Specialists refer clients who wish to address their mental health issues and co-occurring substance use disorder first to a Licensed Psychologist or register MFT/ASW to determine medical necessity. If they are to be determined for eligibility they are then referred to one of our other AWP-residential programs (not funded in this Appendix.) at 1049 Howard St., San Francisco, CA. There women are enrolled in overnight services with full day treatment ranging in length from 30 days to 120 days. The program uses a holistic, evidence-based recovery model which includes peer interaction groups, process groups, art therapy, acupuncture, meditation and mindfulness groups, yoga, anger management groups, educational/ life skills groups, and individual assessments and counseling. The program further incorporates tenants of steps 1-3 within the 12-step model.

### ***D. Exit Criteria and Process***

When ready, clients can be transitioned from AWP Drop-In site to AWP's 1049 Howard Street in-house continuum of care: This broad spectrum of services is provided in an environment where clients already feel comfortable and have established relationships. Although housed in two sites, AWP's programs will work closely together to provide a full



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array of resources to AWP-MH clients. Clients not successful or satisfied in one program can transition between programs, or to other appropriate community services.

***E. Program's Staffing:***

See Appendix B-2 Salaries and Benefits detail

**6. Objectives and Measurements**

**A. Performance/Outcome Objectives**

**All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY 21-22**

**7. Continuous Quality Improvement**

1. The Outcome Objectives of A Woman's Place's are evaluated, monitored and tracked with the combined efforts of the Program Management. This process will be overseen by the VP of Program Contracts and Compliance.
1. Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through the Avatar system. Charts are reviewed monthly the last Wednesday of the month in a Peer review format and finalized by the Director of Clinical Services. All reports will be submitted to the VP of Program Contracts and Compliance, and to the Chief Executive Officer. All required reports will also be submitted in a timely matter to respected funding sources.
3. During FY 21/22 AWP staff will receive a minimum of 6 hours of training on topics of Cultural Competency specifically Cultural Humility as well as the following: Motivational Interviewing, Co-Occurring Disorders, and Harm Reduction to improve staff's ability to employ strategies outside of the traditional 12 Step mode. The Director of Clinical Services will ensure that all staff funded under this contract will receive a minimum of 6 hrs. training on Motivational Interviewing, Co-Occurring Disorders and Harm Reduction. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.
4. A Woman's Place's participates in the BHS annual Client Satisfaction Survey period. To address issues not covered in that survey AWP uses an internal survey instrument throughout the contract period. All survey results are analyzed by the Management team consisting of the Director of Clinical Services, Director of Programs, and the Site Supervisor. Results of the survey and analysis are also submitted to the VP of Program Contracts and Compliance.

Contractor Name: Community Forward SF  
Program Name: A Woman's Place

**Appendix A- 2**  
**Contract Term 07/01/2021 - 06/30/2022**

5. Timely completion and use of outcome data for Mental Health services ANSA

Evidence of CQI activities related to 1-5 above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract -Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these -Items, or outcome reports.

**8. Required Language: N/A**

**Contractor Name:** Community Forward SF**Program Name:** A Woman's Place Drop In Center/COVID19 SIP hotel**Appendix A- 3****Contract Term 07/01/2021 -06/30/2022****1. Identifiers**

Program Name: A Woman's Place Drop-In Center

Program Address: 211-13<sup>th</sup> Street, San Francisco, CA 94103

Telephone: (415) 293-7360

Facsimile: (415) 487-2142

Website: www.communityforwardsf.org

**Program Name: COVID 19 Site 11****Address: Undisclosed**

Contractor: Community Forward SF, Inc.

1171 Mission St., 2<sup>nd</sup> Fl.

San Francisco, CA 94103

Persons Completing this Narrative: Felicia Houston, VP Program Contracts &amp; Compliance

Telephone: 415-420-1420

Email: felicia.houston@communityforwardsf.org

Program Code: 88207

**1. Nature of Document:**☐ Original ☒ First Amendment ☐ Revision to Program Budgets (RPB#1)**2. Goal Statement**

The goal of A Woman's Place (AWP) Drop-In Center is to provide trauma-informed behavioral health services to all ethnicities and populations with a special focus on gender responsive care to women in the form of low-threshold drop-in services targeted to the complex needs of multiply diagnosed homeless women, with close linkages to primary care, case management, residential substance abuse and HIV transitional housing and care.

**3. Priority Population:**

AWP Drop-In Center serves women, transgender females and families (single mothers and mothers accompanied by a male partner must have a dependent child in custody). For all adult clients the age criteria is 18 and older. Clients include those who abuse substances, suffer from mental illness and who are homeless and often victims of violence.

**4. Modality(ies)/Interventions**

See Appendix B-3 CRDC

**Contractor Name:** Community Forward SF  
**Program Name:** A Woman's Place Drop In  
 Center/COVID19 SIP hotel

**Appendix A- 3**  
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## 5. Methodology

The COVID 19 Shelter in Place hotel (SIP) operated by A Woman's Place Drop In Center has 53 units to provide temporary housing with supportive services for medically frail homeless persons identified to have medical necessity related to COVID 19 and who are leaving the hospital or the emergency department. For the duration of the COVID 19 pandemic Community Forward SF is providing service with in the following methodology. Upon closure of the SIP hotel a Contract Change request will be submitted to address Appendix A-3 in order to return to the Drop In Facility located at 211 13<sup>th</sup> St.

- A. CFSF is not required to provide outreach, recruitment, promotion, and advertisement for AWP. These services are provided to clients of and through its partnership with DPH.
- B. At admission CFSF will provide all clients orientation to the facility, a clean and freshly laundered bed, instruction on the facility rules, and support as needed to become acclimated to the facility

### C. Service Delivery Model:

In response to the COVID-19 public health situation, the City has opened temporary housing sites for the served population. CFSF shall provide services and operations to ensure the health and safety of participants and the security, cleanliness, and maintenance of the Site 42, in accordance with Department of Public Health (DPH) requirements and guidelines.

**Participant Support:** CFSF shall provide participant supports, including, but not limited to:

1. Participant intake, including completion of forms and acknowledgement of the Participant Agreement/Site Rules, room assignment, and orientation to the site;
2. Operations, such as entry and exits, mail, phone, and technology coordination;
3. Wellness checks and connection to care for anyone demonstrating symptoms of physical or behavioral health needs;
4. Health screening, including temperature checks in accordance with DPH requirements;
5. Coordination of supportive service providers (e.g., In-Home Supportive Services, behavioral health, harm reduction, nursing/medical, other wellness support, Problem Solving, Coordinated Entry assessment and housing navigation; and benefits linkage);
6. Referrals and linkages to Access Points and eliminate barriers to connect participants to various access points for care.

**Contractor Name:** Community Forward SF  
**Program Name:** A Woman's Place Drop In  
 Center/COVID19 SIP hotel

**Appendix A- 3**  
**Contract Term** 07/01/2021 -  
 06/30/2022

7. Care Coordination, including assisting participants who are not enrolled in public benefits to connect with the City's roving application assistance team/Assisting participants in obtaining and maintaining public benefits, including post-public benefits application support to complete the public benefits enrollment process;

8. Maintenance and distribution of operational and participant supplies;

9. Reasonable accommodations, transfers, and other supports; and

10. Exit planning, including, but not limited to communication and coordination with outside service providers to support in a participant's transition to a more permanent setting.

**Program Support:** CFSF shall provide programmatic support, including, but not limited to:

1. Onboarding and orienting onsite staff (e.g., Grantee staff, subcontractors, other service providers) to program documents, policies, and procedures;

2. Hiring and supervision of onsite staff and any subcontractors; and

3. Data entry and reporting.

**Building Operations:** CFSF is in a City-leased Site and shall coordinate with the City and hotel/motel management staff to provide building operations services.

1. maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to protect the health and safety of participants and staff (e.g., smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene).

2. maintain and create Site logs, records of entry and exit, and manage key access for participants, partner agencies and onsite staff.

3. Laundry: provide laundry services for participants.

4. Janitorial/Facilities provide janitorial services that meet or exceed the DPH and CCC requirements and standards.

5. Furnishings and Participant Supplies: maintain and provide furnishings (e.g., towels/linens) and supplies (e.g., menstrual and oral hygiene products; soap) for participants.

6. Personal Protective Equipment (PPE): be responsible for monitoring PPE utilization and supply of PPE, and for placing restocking orders from the CCC.

7. Biohazard Cleaning: coordinate through the CCC with Janitorial(s) to ensure that sites receive

**Contractor Name:** Community Forward SF  
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 Center/COVID19 SIP hotel

**Appendix A- 3**  
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deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on Site.

8. Meals: coordinate with the AWP kitchen for the provision and distribution of three meals per day to participants by providing a daily census to a City meal vendor, per City instructions.

9. Storage: provide space for secure and pest-free storage of participant belongings, as appropriate for the Site.

## **Service Requirements**

### **A. Health Standards and Use of PPE:**

1. To prevent the spread of COVID-19, Grantee shall ensure that all onsite Site team members (e.g., staff and subcontractors) view the City-produced online safety training.

2. Ensure that all onsite staff and participants use appropriate PPE at all times in accordance with the most up to date DPH requirements.

3. Ensure all DPH requirements and guidelines are followed by onsite staff and participants (e.g., screening, distancing, isolation and quarantine)

**E. Security/De-Escalation:** provide security and de-escalation to ensure the safety of participants and staff and protection of property. See

- a. Safety services contracted through St. Anthony's Foundation Security Services (SAF), 24 hours per day, 365 days per year.
  - i. At least one employee or independent contractor of SAF will be on site to provide security services.
  - ii. SAF shall monitor the sidewalk in front of the facility for activities that may pose a risk to staff and clients entering and exiting the facility. Outside of the facility, SAF shall report suspicious or criminal activities to law enforcement or other appropriate first responders as it deems appropriate in its sole discretion and provide such other support as SAF deems appropriate in its sole discretion.
  - iii. SAF shall monitor the interior of the facility at ADDRESS NEEDED. for disruptive behavior on the part of any CFSF' client. This includes physical and verbal behavior that is potentially harmful to the environment, facility, or person of any CFSF client or employee. SAF shall intervene with de-escalation techniques with the goal of resolving all situations without harm to anyone in the facility. When possible, SAF shall intervene with intention to retain all CFSF clients safely within the program. If efforts toward that goal prove ineffective, in consultation with available CFSF

**Contractor Name:** Community Forward SF  
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and DPH staff members on site the SAF employee shall escort the client or clients who present harmful behavior out of the building. Physical contact with clients shall be avoided unless SAF employee deems it necessary to prevent immediate violence. In such case, the minimum physical intervention necessary shall be employed. Under no circumstances will physical intervention be employed as punishment for past behavior or deterrent to future behavior. Under no circumstances shall a client be detained physically for the purposes of surrendering the client to law enforcement. SAF will not enforce facility rules unrelated to the immediate safety of clients and staff and shall instead report any observed or suspected client rule violations to CFSF management staff.

- iv. **Limitations.** SAF will not physically respond to any violent behaviors or behaviors that could potentially be harmful or violent to its employee, independent contractor or affiliate by any person. Physical response shall include, without limitation, any physical contact with or the use of any restraints on any person. The Client Safety Services are not a replacement of law enforcement. Any suspicious or criminal activities should be reported to the law enforcement or other first responders by Neighbor.

- D. At client discharge CFSF provides bedside assistance, packing of client belongings, support for behavioral health issues, security to oversee precipitous discharge, and transportation to discharge location approved by the DPH treatment team.

## **6. Program Staffing**

See Appendix B-3 Salaries and Benefits detail

## **7. Objectives and Measurements**

**All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY 21-22.**

## **8. Continuous Quality Improvement**

**Contractor Name:** Community Forward SF  
**Program Name:** A Woman's Place Drop In  
 Center/COVID19 SIP hotel

**Appendix A- 3**  
**Contract Term** 07/01/2021 -  
 06/30/2022

1. The Outcome Objectives of A Woman's Place's are evaluated, monitored and tracked with the combined efforts of the Program Management. This process will be overseen by the VP of Program Contracts and Compliance.

2. Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through the Avatar system. Charts are reviewed monthly the last Wednesday of the month in a Peer review format and finalized by the Director of Clinical Services.

All reports will be submitted to the VP of Program Contracts and Compliance, and to the Chief Executive Officer. All required reports will also be submitted in a timely matter to respected funding sources.

3. During FY 21/22 AWP staff will receive a minimum of 6 hours of training on topics of Cultural Competency specifically Cultural Humility as well as the following: Motivational Interviewing, Co-Occurring Disorders, and Harm Reduction to improve staff's ability to employ strategies outside of the traditional 12 Step mode. The Program Coordinator will ensure that all staff funded under this contract will receive a minimum of 6 hrs. training on Motivational Interviewing, Co-Occurring Disorders and Harm Reduction. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.

4. A Woman's Place's participates in the BHS annual Client Satisfaction Survey period. To address issues not covered in that survey GGS uses an internal survey instrument throughout the contract period. All survey results are analyzed by the Management team consisting of the Director of Clinical Services, Director of Programs, Deputy Director of Programs and the Site Manager. Results of the survey and analysis are also submitted to the VP of Program Contracts and Compliance.

5. Timely completion and use of outcome data for mental health services ANSA

Evidence of CQI activities related to 1-5 above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract -Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these -Items, or outcome reports.

## **9. Required Language: N/A**



## **Appendix B**

### **Calculation of Charges**

#### **1. Method of Payment**

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3.1, 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

#### B. Final Closing Invoice

##### (1) Fee For Service Reimbursement:

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

##### (2) Cost Reimbursement:

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

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

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to

CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and MHSA Fund of the CONTRACTOR'S allocation for the applicable fiscal year.

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

## 2. Program Budgets and Final Invoice

### A. Program are listed below:

#### Budget Summary

Appendix B-1 – A Woman's Place (SA)

Appendix B-2 -- A Woman's Place (MH)

Appendix B-3– A Woman's Place Drop-In and COVID 19 Shelter in Place Hotels 11

### B. Compensation

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> 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 **Thirteen Million One Hundred Thousand Dollars (\$13,100,000) for the period of July 1, 2018 through June 30, 2023.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$482,633** 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 to June 30, 2019	\$ 737,989
July 1, 2019 to June 30, 2020	\$ 2,480,032
July 1, 2020 to June 30, 2021	\$ 3,066,967
July 1, 2021 to June 30, 2022	\$ 3,403,408
July 1, 2022 to June 30, 2023	\$ 2,928,971
SubTotal July 1, 2018 to June 30, 2023	\$ 12,617,367
Contingency July 1, 2018 to June 30, 2023	\$ 482,633
Total July 1, 2018 to June 30, 2023	\$ 13,100,000

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

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

### **3. Services of Attorneys**

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

### **4. State or Federal Medi-Cal Revenues**

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

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

### **5. Reports and Services**

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

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

DHCS Legal Entity Number 01078					Appendix B, Page 1
Contractor Name <b>Community Forward SF</b>			Fiscal Year 2021-2022		
Contract ID 1000010020			Funding Notification Date 01/24/22		
Contract Appendix Number	B-1	B-2	B-3		
Provider Number	383841	38BK	383820		
Program Name(s)	A Woman's Place SA	A Woman's Place MH	A Woman's Place Drop-In & COVID-19 Shelter-in-Place Hotels 11 and 6		
Program Code(s)	97027	38BKOP	88207		
Funding Term	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22		
<b>FUNDING USES</b>					<b>TOTAL</b>
Salaries	240,790	363,150	609,540		1,213,480
Employee Benefits	72,237	108,945	182,863		364,045
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>313,027</b>	<b>472,095</b>	<b>792,403</b>		<b>1,577,525</b>
Operating Expenses	100,063	401,705	880,190		1,381,958
Capital Expenses	-	-	-		-
<b>Subtotal Direct Expenses</b>	<b>413,090</b>	<b>873,800</b>	<b>1,672,593</b>		<b>2,959,483</b>
Indirect Expenses	61,964	131,071	250,890		443,925
Indirect %	15.0%	15.0%	15.0%		15.0%
<b>TOTAL FUNDING USES</b>	<b>475,054</b>	<b>1,004,871</b>	<b>1,923,483</b>		<b>3,403,408</b>
			Employee Fringe Benefits %		30.0%
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>					
MH Adult Fed SDMC FFP (50%)		357,622			357,622
MH Adult County General Fund		647,249			647,249
					-
<b>AL BHS MENTAL HEALTH FUNDING SOURCES</b>	-	<b>1,004,871</b>	-	-	<b>1,004,871</b>
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>					
SUD County General Fund (Other Services)	475,054		835,673		1,310,727
					-
					-
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>475,054</b>	-	<b>835,673</b>	-	<b>1,310,727</b>
<b>OTHER DPH FUNDING SOURCES</b>					-
PH General Fund Continuity Project			413,890		413,890
PH General Fund Continuity Project			673,920		673,920
					-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	-	-	<b>1,087,810</b>	-	<b>1,087,810</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>475,054</b>	<b>1,004,871</b>	<b>1,923,483</b>	-	<b>3,403,408</b>
<b>NON-DPH FUNDING SOURCES</b>					
					-
					-
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-	-	-	-
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>475,054</b>	<b>1,004,871</b>	<b>1,923,483</b>	-	<b>3,403,408</b>
Prepared By John Uselman/Nora Espinoza			Phone Number 415-322-0575		

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

DHCS Legal Entity Number		01078		Appendix #		B-1
Provider Name		Community Forward SF		Page #		1
Provider Number		383841		Fiscal Year		2021-2022
Contract ID Number		1000010020		Funding Notification Date		01/24/22
Program Name		A Woman's Place SA				
Program Code		97027				
Mode/SFC (MH) or Modality (SA)		Res-51				
Service Description		Residential Recovery - Long Term				
Funding Term		7/1/21-6/30/22				
<b>FUNDING USES</b>						<b>TOTAL</b>
Salaries & Employee Benefits		313,027				313,027
Operating Expenses		100,063				100,063
Capital Expenses						-
<b>Subtotal Direct Expenses</b>		<b>413,090</b>	-	-	-	413,090
Indirect Expenses		61,964				61,964
<b>TOTAL FUNDING USES</b>		<b>475,054</b>	-	-	-	<b>475,054</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>						
						-
						-
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		-	-	-	-	-
<b>BHS SUD FUNDING SOURCES</b>		<b>Dept-Auth-Proj-Activity</b>				
SUD County General Fund (Other Services)	240646-10000-10001681-0008	475,054				475,054
		-				-
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>		<b>475,054</b>	-	-	-	<b>475,054</b>
<b>OTHER DPH FUNDING SOURCES</b>						
						-
						-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		-	-	-	-	-
<b>TOTAL DPH FUNDING SOURCES</b>		<b>475,054</b>	-	-	-	<b>475,054</b>
<b>NON-DPH FUNDING SOURCES</b>						
						-
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-	-	-	-	-
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>475,054</b>	-	-	-	<b>475,054</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>						
Number of Beds Purchased		13				
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method		Cost Reimbursement (CR)				
DPH Units of Service		2,835				
Unit Type		#N/A	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		167.60	-	-	-	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		167.60	-	-	-	
Published Rate (Medi-Cal Providers Only)						<b>Total UDC</b>
Unduplicated Clients (UDC)		55				55

## Appendix B - DPH 3: Salaries &amp; Benefits Detail

Contract ID: 1000010020  
 Program Name: **A Woman's Place**  
 Program Code: 97027

Appendix #: B-1  
 Page #: 2  
 Fiscal Year: 2021-2022  
 Funding Notification Date: 01/24/22

	TOTAL		240646-10000- 10001681-0008											
Funding Term	7/1/21-6/30/22		7/1/21-6/30/22											
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
COO	0.01	1,400	0.01	1,400										
VP Client Services	0.01	1,150	0.01	1,150										
Director of Programs	0.01	924	0.01	924										
VP of Facilities	0.01	1,150	0.01	1,150										
Site Supervisor	0.40	23,676	0.40	23,676										
Assistant Manager	0.69	40,200	0.69	40,200										
Front Line Worker	3.02	125,700	3.02	125,700										
Front Line Worker - On-call	0.05	2,080	0.05	2,080										
Cook Supervisor	0.46	26,700	0.46	26,700										
Cook	0.33	17,810	0.33	17,810										
<b>Totals:</b>	4.99	240,790	4.99	240,790	-	-	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	30.00%	72,237	30.00%	72,237	30.00%	-	0.00%		0.00%		0.00%		0.00%	
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<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>313,027</b>		<b>313,027</b>		-		-		-		-		-
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## Appendix B - DPH 4: Operating Expenses Detail

Contract ID: 1000010020  
 Program Name: A Woman's Place  
 Program Code: 97027

Appendix #: B-1

Page #: 3

Fiscal Year: 2021-2022

Funding Notification Date: 01/24/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0008					
Funding Term	7/1/21-6/30/22	7/1/21-6/30/22					
Rent							
Utilities (telephone, electricity, water, gas)	45,000	45,000					
Building Repair/Maintenance	20,000	20,000					
<b>Occupancy Total:</b>	<b>65,000</b>	<b>65,000</b>	-	-	-	-	-
Office Supplies	3,063	3,063					
Photocopying	-						
Program Supplies	-						
Computer Hardware/Software	-						
<b>Materials &amp; Supplies Total:</b>	<b>3,063</b>	<b>3,063</b>	-	-	-	-	-
Training/Staff Development	-	-					
Insurance	-						
Permits	-						
Equipment Lease & Maintenance	12,000	12,000					
<b>General Operating Total:</b>	<b>12,000</b>	<b>12,000</b>	-	-	-	-	-
Local Travel	-						
Out-of-Town Travel	-						
Field Expenses	-						
<b>Staff Travel Total:</b>	<b>-</b>	<b>-</b>	-	-	-	-	-
	-						
	-						
<b>Consultant/Subcontractor Total:</b>	<b>-</b>	<b>-</b>	-	-	-	-	-
Janitorial	-	-					
Client Related Costs	8,000	8,000					
Client Food Costs	12,000	12,000					
<b>Other Total:</b>	<b>20,000</b>	<b>20,000</b>	-	-	-	-	-
<b>TOTAL OPERATING EXPENSE</b>	<b>100,063</b>	<b>100,063</b>	-	-	-	-	-

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

DHCS Legal Entity Number	01078					Appendix #	B-2
Provider Name	Community Forward SF					Page #	4
Provider Number	38BK					Fiscal Year	2021-2022
Contract ID Number	1000010020					Funding Notification Date	01/24/22
Program Name	A Woman's Place MH	A Woman's Place MH	A Woman's Place MH	A Woman's Place MH			
Program Code	38BKOP	38BKOP	38BKOP	38BKOP			
Mode/SFC (MH) or Modality (SA)	45/20-29	15/10-56	15/01-09	15/70-79			
Service Description	Commty Client Svc, MH Svcs, Brokerage, OP	MH Svcs	Case Mgt Brokerage	Crisis Intervention -OP			
Funding Term	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22			
<b>FUNDING USES</b>						<b>TOTAL</b>	
Salaries & Employee Benefits	98,974	257,747	108,991	6,383		472,095	
Operating Expenses	84,217	219,317	92,740	5,431		401,705	
Capital Expenses			-	-		-	
<b>Subtotal Direct Expenses</b>	<b>183,191</b>	<b>477,064</b>	<b>201,731</b>	<b>11,814</b>		873,800	
Indirect Expenses	27,479	71,560	30,260	1,772		131,071	
<b>TOTAL FUNDING USES</b>	<b>210,670</b>	<b>548,624</b>	<b>231,991</b>	<b>13,586</b>		<b>1,004,871</b>	
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>						
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001		247,041	104,463	6,118	357,622	
MH Adult County General Fund	251984-10000-10001792-0001	210,670	301,583	127,528	7,468	647,249	
					-	-	
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>210,670</b>	<b>548,624</b>	<b>231,991</b>	<b>13,586</b>	<b>1,004,871</b>	
<b>BHS SUD FUNDING SOURCES</b>							
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>		-	-	-	-	-	
<b>OTHER DPH FUNDING SOURCES</b>							
						-	
						-	
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		-	-	-	-	-	
<b>TOTAL DPH FUNDING SOURCES</b>		<b>210,670</b>	<b>548,624</b>	<b>231,991</b>	<b>13,586</b>	<b>1,004,871</b>	
<b>NON-DPH FUNDING SOURCES</b>							
		-					
						-	
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-	-	-	-	-	
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>210,670</b>	<b>548,624</b>	<b>231,991</b>	<b>13,586</b>	<b>1,004,871</b>	
<b>BHS UNITS OF SERVICE AND UNIT COST</b>							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)			
DPH Units of Service	719	52,707	23,525	1,305			
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute			
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	293.00	10.41	9.86	10.41			
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	293.00	10.41	9.86	10.41			
Published Rate (Medi-Cal Providers Only)	220.01	7.80	7.39	7.80		<b>Total UDC</b>	
Unduplicated Clients (UDC)	98	41	17	1		157	



TOTAL SALARIES & BENEFITS	472,095	472,095	-	-	-	-	-
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## Appendix B - DPH 4: Operating Expenses Detail

Contract ID: 1000010020

Program Name: **A Woman's Place MH**

Program Code: 38BKOP

Appendix #: B-2

Page #: 6

Fiscal Year: 2021-2022

Funding Notification Date: 01/24/22

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001					
Funding Term	7/1/21-6/30/22	7/1/21-6/30/22					
Rent	260,694	260,694					
Utilities(telephone, electricity, water, gas)	1,500	1,500					
Building Repair/Maintenance	5,000	5,000					
<b>Occupancy Total:</b>	<b>267,194</b>	<b>267,194</b>	-	-	-	-	-
Office Supplies	9,375	9,375					
Photocopying	-						
Program Supplies	-						
Computer Hardware/Software	-						
<b>Materials &amp; Supplies Total:</b>	<b>9,375</b>	<b>9,375</b>	-	-	-	-	-
Training/Staff Development	2,300	2,300					
Insurance	-						
Permits	-						
Equipment Lease & Maintenance	-						
<b>General Operating Total:</b>	<b>2,300</b>	<b>2,300</b>	-	-	-	-	-
Local Travel	300	300					
Out-of-Town Travel	-						
Field Expenses	-						
<b>Staff Travel Total:</b>	<b>300</b>	<b>300</b>	-	-	-	-	-
	-						
	-						
<b>Consultant/Subcontractor Total:</b>	-	-	-	-	-	-	-
Janitorial	118,336	118,336					
Client Related Costs	4,200	4,200					
	-	-					
<b>Other Total:</b>	<b>122,536</b>	<b>122,536</b>	-	-	-	-	-
<b>TOTAL OPERATING EXPENSE</b>	<b>401,705</b>	<b>401,705</b>	-	-	-	-	-

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

DHCS Legal Entity Number		01078			Appendix #	B-3
Provider Name		Community Forward SF			Page #	7
Provider Number		383820			Fiscal Year	2021-2022
Contract ID Number		1000010020			Funding Notification Date	01/24/22

	Program Name	A Woman's Place Drop-In	COVID-19 Shelter-in-Place Hotel 11 (Operating)	COVID-19 Shelter-in-Place Hotel 11 (Security)		
	Program Code	N/A	N/A	N/A		
	Mode/SFC (MH) or Modality (SA)	SecPrev-18	SecPrev-18	SecPrev-18		
	Service Description	Early Intervention	Early Intervention	Early Intervention		
	Funding Term	7/1/21 - 3/31/22	7/1/21 - 3/31/22	7/1/21 - 3/31/22		
<b>FUNDING USES</b>						<b>TOTAL</b>
	Salaries & Employee Benefits	632,574	159,829	-		792,403
	Operating Expenses	94,098	200,075	586,017		880,190
	Capital Expenses					-
	<b>Subtotal Direct Expenses</b>	<b>726,672</b>	<b>359,904</b>	<b>586,017</b>	<b>-</b>	<b>1,672,593</b>
	Indirect Expenses	109,001	53,986	87,903		250,890
	<b>TOTAL FUNDING USES</b>	<b>835,673</b>	<b>413,890</b>	<b>673,920</b>	<b>-</b>	<b>1,923,483</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>						
						-
						-
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		-	-	-	-	-
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>					
SUD County General Fund (Other Services)	240646-10000-10001681-0008	835,673				835,673
						-
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>		<b>835,673</b>	-	-	-	<b>835,673</b>
<b>OTHER DPH FUNDING SOURCES</b>	<b>Fund-Dept-Auth-Proj-Activity</b>					
General Fund Continuity Project	10020-152644-21481-10036571-0001		413,890			413,890
General Fund Continuity Project	10020-152644-21481-10036595-0001			673,920		673,920
						-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		-	<b>413,890</b>	<b>673,920</b>	-	<b>1,087,810</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>835,673</b>	<b>413,890</b>	<b>673,920</b>	-	<b>1,923,483</b>
<b>NON-DPH FUNDING SOURCES</b>						
						-
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-	-	-	-	-
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>835,673</b>	<b>413,890</b>	<b>673,920</b>	-	<b>1,923,483</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>						
	Number of Beds Purchased					
	SUD Only - Number of Outpatient Group Counseling Sessions					
	SUD Only - Licensed Capacity for Narcotic Treatment Programs					
	Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
	DPH Units of Service	6,938				
	Unit Type	#N/A	#N/A	#N/A	0	
	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	120.45	-	-	-	
	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	120.45	-	-	-	
	Published Rate (Medi-Cal Providers Only)					<b>Total UDC</b>
	Unduplicated Clients (UDC)	230				230



## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000010020

Program Name: **Covid-19 Shelter-in-Place Hotel 11**

Program Code: 88207

Appendix #: B-3

Page # 9

Fiscal Year: 2021-2022

Funding Notification Date: 01/24/22

Expense Categories & Line Items	TOTAL	AWP Drop-In 240646-10000- 10001681-0003	SIP Hotels (Operating) 10020-152644-21481- 10036571-0001	SIP Hotels (Security) 10020-152644-21481- 10036595-0001			
Funding Term	7/1/21 - 3/31/22	7/1/21 - 3/31/22	7/1/21 - 6/30/22	7/1/21 - 6/30/22			
Rent	-						
Utilities(telephone, electricity, water, gas)	52,907	52,907					
Building Repair/Maintenance	2,000	2,000					
<b>Occupancy Total:</b>	<b>54,907</b>	<b>54,907</b>	-	-	-	-	-
Office Supplies	4,000	4,000					
Photocopying	-						
Program Supplies	-						
Computer Hardware/Software	-						
<b>Materials &amp; Supplies Total:</b>	<b>4,000</b>	<b>4,000</b>	-	-	-	-	-
Training/Staff Development	-	-					
Insurance	-	-	-	-			
Permits	-						
Equipment Lease & Maintenance	-	-					
<b>General Operating Total:</b>	-	-	-	-	-	-	-
Local Travel	-						
Out-of-Town Travel	-						
Field Expenses	-						
<b>Staff Travel Total:</b>	-	-	-	-	-	-	-
St. Anthony's Security = \$40/hr X 24 hrs X 3 staff X 274 (9 mos) days = \$789,120 + \$40/hr x 24 hrs x 1 staff x 91 (3 mos.) = 87,360	815,212	29,120	200,075	586,017			
necessary)	-						
<b>Consultant/Subcontractor Total:</b>	<b>815,212</b>	<b>29,120</b>	<b>200,075</b>	<b>586,017</b>	-	-	-
Other (provide detail):	-						
Client Related Costs	6,071	6,071					
Food & Food Preparations	-						
<b>Other Total:</b>	<b>6,071</b>	<b>6,071</b>	-	-	-	-	-
<b>TOTAL OPERATING EXPENSE</b>	<b>880,190</b>	<b>94,098</b>	<b>200,075</b>	<b>586,017</b>	-	-	-

## Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name	<b>Community Forward SF</b>	Page Number	10
Contract ID Number	<u>1000010020</u>	Fiscal Year	2021-2022
		Funding Notification Date	1/24/22

## 1. SALARIES & EMPLOYEE BENEFITS

<b>Position Title</b>	<b>FTE</b>	<b>Amount</b>
Chief Executive Officer	0.30	51,000
Office Administrator	0.30	19,500
Chief Financial Officer	0.30	45,000
Director of Finance	0.30	33,000
Revenue Accountant	0.30	27,000
Payroll Accountant	0.30	12,480
Chief People Officer	0.30	37,500
Subtotal:	2.10	225,480
Employee Benefits:	30.0%	67,644
<b>Total Salaries and Employee Benefits:</b>		<b>293,124</b>

## 2. OPERATING COSTS

Expenses	Amount
Rental Of Property	24,910
Building Maintenance	
Office Supplies/Expenses	5,000
Utilities	4,600
Insurance	19,000
Staff Training	3,000
Legal & Professional	21,000
Equipment Rental	9,000
Equipment Maintenance	-
Audit & Accounting	25,000
Other Administrative Costs	7,760
<b>Total Operating Costs</b>	<b>119,270</b>
<b>Total Indirect Costs</b>	<b>412,394</b>

## APPENDIX D FEMA CONTRACT REQUIREMENTS

**1. Contract Requirements.** This contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

**2. Remedies for Breach.** In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract 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.

**3. Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Contract, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In 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 reasonably necessary to effectuate demobilization from the work.

**4. Termination for Cause.** 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 contract for cause or to seek specific performance of all or any part of this contract. In addition, 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 contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this contract or any other contract.

**5. Work Hours and Safety Standards.** If this contract is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Contractor agrees as follows:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

## Contract Version (Ch. 21 &amp; Grants)

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

E. This Section 5 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**6. Rights to Inventions.** If FEMA's funding for this contract meets the definition of "funding agreement," and if this contract constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.

**7. Clean Air Act.** If this contract is for a price in excess of \$150,000, Contractor agrees as follows:



Contract Version (Ch. 21 & Grants)

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**8. Federal Water Pollution Act.** If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**9. Debarment and Suspension.** If this contract is for a price in excess of \$25,000, Contractor agrees as follows:

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

## Contract Version (Ch. 21 &amp; Grants)

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 10. Procurement of Recovered Materials

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**11. Time and Material Contracts.** To the extent this contract includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this contract. The GMP constitutes a ceiling price that Contractor exceeds at its own risk.

**12. MBE/WBE Outreach.** Contractor must, at a minimum, take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as Subcontractors on this Project:

A. Place qualified small and minority businesses and women's business enterprises on Contractor's solicitation list for this Project;

B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for this Project;

C. Divide the subcontracts, when feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

Contract Version (Ch. 21 & Grants)

E. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**13. Access to Records.** The following access to records requirements apply to this contract:

A. The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**14. Department of Homeland Security Seal, Logo, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**15. Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**16. No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**17. Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**18. Byrd Anti-Lobbying Certification.**

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence

## Contract Version (Ch. 21 &amp; Grants)

an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

B. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the City the following certification:

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

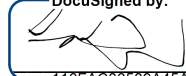
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Community Forward SF, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands

Contract Version (Ch. 21 & Grants)

and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:  
116FAC86589A45A

6/27/2022 | 10:52 AM PDT

Signature of Contractor's Authorized Official  
KARA ZORDEL, CHIEF EXECUTIVE DIRECTOR

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## APPENDIX F

The Department has set up an email address to receive your COVID-19 Contract invoices.

You may email the invoices to: [COVID-19ContractPayments@sfdph.org](mailto:COVID-19ContractPayments@sfdph.org)  
[213RR: DPH3991](#)

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

Appendix F  
PAGE A

Contract ID#  
1000010020

**Contractor: Community Forward San Francisco (Formerly CATS)**

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939

**COVID-19**

Funding Term: 07/01/2021 - 03/31/2022

PHP Division: Behavioral Health Services - COVID-19

INVOICE NUMBER: COV1JL21

Template Version: RPB1

Ct. PO No.: POHM SFGOV-0000546244

Fund Source: GF Continuity Project

Invoice Period: July 2021

Final Invoice: (Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-3 COVID-19 Shelter-in-Place Hotel 11 (Operating) - 152644-21481-10036571-0001</b>												
SecPrev-18 - Early Intervention	2,502	-			-		0%		2,502		100%	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 122,945.00	\$ -	\$ -	0.00%	\$ 122,945.00
Fringe Benefits	\$ 36,884.00	\$ -	\$ -	0.00%	\$ 36,884.00
<b>Total Personnel Expenses</b>	<b>\$ 159,829.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 159,829.00</b>
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 200,075.00	\$ -	\$ -	0.00%	\$ 200,075.00
Other: Client Related Costs	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 200,075.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 200,075.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 359,904.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 359,904.00</b>
Indirect Expenses	\$ 53,986.00	\$ -	\$ -	0.00%	\$ 53,986.00
<b>TOTAL EXPENSES</b>	<b>\$ 413,890.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 413,890.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

NOTES:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:

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

**Or email to:**  
**cbhsinvoices@sfdph.org**

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F  
PAGE B

Contract ID#

1000010020

Invoice Number

COV1JL21

User Cd

CT PO No.

**Contractor: Community Forward San Francisco (Formerly CATS)**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
VP Client Services	0.005	\$ 575.00	\$ -	\$ -	0.00%	\$ 575.00
Director of Programs	0.005	\$ 475.00	\$ -	\$ -	0.00%	\$ 475.00
VP of Facilities	0.005	\$ 575.00	\$ -	\$ -	0.00%	\$ 575.00
Site Supervisor	0.250	\$ 17,400.00	\$ -	\$ -	0.00%	\$ 17,400.00
Assistant Manager	0.500	\$ 29,120.00	\$ -	\$ -	0.00%	\$ 29,120.00
Front Line Worker	1.000	\$ 41,600.00	\$ -	\$ -	0.00%	\$ 41,600.00
Care Coordinator	0.750	\$ 33,200.00	\$ -	\$ -	0.00%	\$ 33,200.00
<b>TOTAL SALARIES</b>	<b>2.52</b>	<b>\$ 122,945.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 122,945.00</b>

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_



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

Appendix F  
PAGE A

Contract ID#  
1000010020

**Contractor: Community Forward San Francisco (Formerly CATS)**

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939

**COVID-19**

Funding Term: 07/01/2021 - 03/31/2022

PHP Division: Behavioral Health Services - COVID-19

INVOICE NUMBER: COV2JL21

Template Version: RPB1

Ct. PO No.: POHM SFGOV-0000546244

Fund Source: GF Continuity Project

Invoice Period: July 2021

Final Invoice: (Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-3 COVID-19 Shelter-in-Place Hotels 11 (Security) - 152644-21481-10036595-0001</b>												
SecPrev-18 - Early Intervention	4,075	-			-		0%		4,075		100%	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Personnel Expenses</b>	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 586,017.00	\$ -	\$ -	0.00%	\$ 586,017.00
Other: Client Related Costs	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	\$ 586,017.00	\$ -	\$ -	0.00%	\$ 586,017.00
<b>Capital Expenditures</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 586,017.00	\$ -	\$ -	0.00%	\$ 586,017.00
Indirect Expenses	\$ 87,903.00	\$ -	\$ -	0.00%	\$ 87,903.00
<b>TOTAL EXPENSES</b>	\$ 673,920.00	\$ -	\$ -	0.00%	\$ 673,920.00
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		\$ -			

NOTES:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:

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

**Or email to:**  
**cbhsinvoices@sfdph.org**

DPH Authorization for Payment

Authorized Signatory

Date





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

Appendix F  
PAGE A

Contract ID#  
1000010020

Contractor: **Community Forward San Francisco (Formerly CATS)**

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939

**BHS**

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

PHP Division: Behavioral Health Services

INVOICE NUMBER:	S04JL21
Template Version	RPB1
	User Cd
Ct. PO No.: POHM	SFGOV-0000546244
Fund Source:	SUD County General Fund
Invoice Period:	July 2021
Final Invoice:	(Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1 A Woman's Place SA PC# - 97027 240646-10000-10001681-0008</b>												
Res-51 Residential Recovery- Long Term	2,835	55			-	-	0%	0%	2,835	55	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 240,790.00	\$ -	\$ -	0.00%	\$ 240,790.00
Fringe Benefits	\$ 72,237.00	\$ -	\$ -	0.00%	\$ 72,237.00
<b>Total Personnel Expenses</b>	\$ 313,027.00	\$ -	\$ -	0.00%	\$ 313,027.00
Operating Expenses:					
Occupancy	\$ 65,000.00	\$ -	\$ -	0.00%	\$ 65,000.00
Materials and Supplies	\$ 3,063.00	\$ -	\$ -	0.00%	\$ 3,063.00
General Operating	\$ 12,000.00	\$ -	\$ -	0.00%	\$ 12,000.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Client Related Costs	\$ 8,000.00	\$ -	\$ -	0.00%	\$ 8,000.00
Client Food Costs	\$ 12,000.00	\$ -	\$ -	0.00%	\$ 12,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	\$ 100,063.00	\$ -	\$ -	0.00%	\$ 100,063.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 413,090.00	\$ -	\$ -	0.00%	\$ 413,090.00
Indirect Expenses	\$ 61,964.00	\$ -	\$ -	0.00%	\$ 61,964.00
<b>TOTAL EXPENSES</b>	\$ 475,054.00	\$ -	\$ -	0.00%	\$ 475,054.00
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		\$ -			

NOTES:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:

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

Or email to:  
**cbhsinvoices@sfdph.org**

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date



DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE

Appendix F  
PAGE A

Contract ID#  
1000010020

Contractor: Community Forward San Francisco (Formerly CATS)

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199  
Fax No.: (415) 553-3939



Funding Term: 07/01/2021 - 03/31/2022  
PHP Division: Behavioral Health Services

INVOICE NUMBER:	S06JL21
Template Version	RPB1
Ct. PO No.: POHM	SFGOV-0000546244
Fund Source:	SUD County - General Fund
Invoice Period:	July 2021
Final Invoice:	(Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-3 A Woman's Place - Drop In 240646-10000-100001681-0008												
SecPrev-18 Early Intervention	6,938	230			-	-	0%	0%	6,938	230	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 486,595.00	\$ -	\$ -	0.00%	\$ 486,595.00
Fringe Benefits	\$ 145,979.00	\$ -	\$ -	0.00%	\$ 145,979.00
Total Personnel Expenses	\$ 632,574.00	\$ -	\$ -	0.00%	\$ 632,574.00
Operating Expenses:					
Occupancy	\$ 54,907.00	\$ -	\$ -	0.00%	\$ 54,907.00
Materials and Supplies	\$ 4,000.00	\$ -	\$ -	0.00%	\$ 4,000.00
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 29,120.00	\$ -	\$ -	0.00%	\$ 29,120.00
Other: Client Related Costs	\$ 6,071.00	\$ -	\$ -	0.00%	\$ 6,071.00
	\$ -	\$ -	\$ -	0.00%	\$ -
		\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 94,098.00	\$ -	\$ -	0.00%	\$ 94,098.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 726,672.00	\$ -	\$ -	0.00%	\$ 726,672.00
Indirect Expenses	\$ 109,001.00	\$ -	\$ -	0.00%	\$ 109,001.00
TOTAL EXPENSES	\$ 835,673.00	\$ -	\$ -	0.00%	\$ 835,673.00
Less: Initial Payment Recovery			NOTES:		
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

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

Signature: _____	Date: _____
Printed Name: _____	
Title: _____	Phone: _____

Send to:

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

Or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

_____	_____
Authorized Signatory	Date



## **Appendix G**

### **Dispute Resolution Procedure**

#### **For Health and Human Services Nonprofit Contractors**

**9-06**

#### **Introduction**

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

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

#### **Dispute Resolution Procedure**

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

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

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

- **Step 1**      The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- **Step 2**      Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the



concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

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

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

## **Appendix H**

### **SUBSTANCE USE DISORDER SERVICES**

**such as**

**Drug Medi-Cal,  
Federal Substance Abuse Block Grant (SABG),  
Organized Delivery System (DMC-ODS)  
Primary Prevention or  
State Funded Services**

The following laws, regulations, policies/procedures and documents are hereby incorporated by reference into this Agreement as though fully set forth therein.

Drug Medi-Cal (DMC) services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&IC), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1, and Part 438 of the Code of Federal Regulations, hereinafter referred to as 42 CFR 438.

The City and County of San Francisco and the provider enter into this Intergovernmental Agreement by authority of Title 45 of the Code of Federal Regulations Part 96 (45 CFR Part 96), Substance Abuse Block Grants (SABG) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. SABG recipients must adhere to Substance Abuse and Mental Health Administration's (SAMHSA) National Outcome Measures (NOMs).

The objective is to make substance use treatment services available to Medi-Cal and other non-DMC beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act and the SABG for reimbursable covered services rendered by certified DMC providers.

### **Reference Documents**

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Block Grant Requirements

<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations

<https://www.law.cornell.edu/cfr/text/42/part-54>

Document 1C: Driving-Under-the-Influence Program Requirements

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)

<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)

[http://www.dhcs.ca.gov/provgovpart/Pages/Facility\\_Certification.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx)

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995

Document 2C: Title 22, California Code of Regulations

<http://ccr.oal.ca.gov>

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)

[http://www.dhcs.ca.gov/services/adp/Documents/DMCA\\_Drug\\_Medi-Cal\\_Certification\\_Standards.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf)

Document 2F: Standards for Drug Treatment Programs (October 21, 1981)

[http://www.dhcs.ca.gov/services/adp/Documents/DMCA\\_Standards\\_for\\_Drug\\_Treatment\\_Programs.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf)

Document 2G Drug Medi-Cal Billing Manual

[http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC\\_Billing\\_Manual%20FINAL.pdf](http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf)

Document 2K: Multiple Billing Override Certification (MC 6700)

Document 2L(a): Good Cause Certification (6065A)

Document 2L(b): Good Cause Certification (6065B)

Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement

Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)

Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)

Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)

Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)

Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)

Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (form and instructions)

Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)

Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)

Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)

Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs  
<http://www.calregs.com>

Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors  
<http://www.calregs.com>

Document 3J: CalOMS Treatment Data Collection Guide  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_Tx\\_Data\\_Collection\\_Guide\\_JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15  
[http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx)

Document 3S CalOMS Treatment Data Compliance Standards

Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards  
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>

Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS100224A)

Document 5A : Confidentiality Agreement

## **FOR CONTRACTS WITH DRUG MEDI-CAL, FEDERAL SAPT OR STATE FUNDS:**

### **I. Subcontractor Documentation**

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by DHCS.

## Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance. Contractor will make these records available to State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowability, and allocability of costs incurred by Contractor.

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.
  2. Providers shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.
  3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.
  4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
  5. Provider's shall require that all subcontractors comply with the requirements of this Section A.
  6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.
- If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.
7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

## II Patient Record Retention

Provider agrees to establish, maintain, and update as necessary, an individual patient record for each beneficiary admitted to treatment and receiving services.

Drug Medi-Cal contracts are controlled by applicable provisions of: (a) the W&I, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

Established by DMC status and modality of treatment, each beneficiary's individual patient record shall include documentation of personal information as specified in either AOD Standards; Title 22; and

Title 9. Contractor agrees to maintain patient records in accordance with the provision of treatment regulations that apply.

Providers, regardless of DMC certification status, shall maintain all of the documentation in the beneficiary's individual patient record for a minimum of seven (7) years from the date of the last face-to-face contact between the beneficiary and the provider.

In addition providers shall maintain all of the documentation that the beneficiary met the requirements for good cause specified in Section 51008.5, where the good cause results from beneficiary-related delays, for a minimum of seven (7) years from the date of the last face-to-face contact. If an audit takes place during the three year period, the contractor shall maintain records until the audit is completed.

### **III. Control Requirements**

1) Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its providers to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its contractors for any failure to comply with these requirements:

- a) HSC, Division 10.5, commencing with Section 11760;
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- c) Government Code Section 16367.8;
- d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
- f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- h) Title 42, CFR, Sections 8.1 through 8.6;
- i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)

K) [Medi-Cal Eligibility Verification](http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx)

<http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx>

Providers shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

- 2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.
- 3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SABG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.
- 4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:

a) Document 1C, Driving-Under-the-Influence Program Requirements;

C. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40, Statutes of 2011 and Chapter 13, Statutes of 2011, First Extraordinary Session), providers that provide Women and Children's Residential Treatment Services shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <http://www.samhsa.gov/grants/grantannouncements/ti-14-005>.

#### **IV Provider's Agents and Subcontractors**

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:

- i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
- ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

#### **V Breaches and Security Incidents**

During the term of this Agreement, Provider agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

##### **a. Initial Notice to the Department**

(1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.

(2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of provider.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov)). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

**b. Investigation and Investigation Report.**

To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Provider shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

**c. Complete Report.**

To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were



taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, provider shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, provider needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case provider shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

**d. Responsibility for Reporting of Breaches**

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors, provider is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, provider shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to provider, provider shall notify the Department, and the Department and provider may take appropriate action to prevent duplicate reporting.

**e. Responsibility for Notification of Affected Individuals**

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, provider shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require provider to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

**f. Department Contact Information**

To direct communications to the above referenced Department staff, the provider shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the provider. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

**VI Additional Provisions for Substance Abuse Block Grant (SABG)**

**A. Additional Intergovernmental Agreement Restrictions**

This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner including, but not limited to, 42 CFR 438.610(c)(3).

**B. Nullification of DMC Treatment Program SUD services (if applicable)**

The parties agree that if the Contractor fails to comply with the provisions of W&I Code, Section 14124.24, all areas related to the DMC Treatment Program SUD services shall be null and void and severed from the remainder of this Intergovernmental Agreement.

In the event the DMC Treatment Program Services component of this Intergovernmental Agreement becomes null and void, an updated Exhibit B, Attachment I shall take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Intergovernmental Agreement. All other requirements and conditions of this Intergovernmental Agreement shall remain in effect until amended or terminated.

**C. Hatch Act**

Provider agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**D. No Unlawful Use or Unlawful Use Messages Regarding Drugs**

Provider agrees that information produced through these funds, and which pertains to drug and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Intergovernmental Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.

**E. Noncompliance with Reporting Requirements**

Provider agrees that DHCS has the right to withhold payments until provider has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

**F. Debarment and Suspension**

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42

CFR Part 1001.

#### **G. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

None of the funds made available through this Intergovernmental Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

#### **H. Restriction on Distribution of Sterile Needles**

No Substance Abuse Block Grant (SABG) funds made available through this Intergovernmental Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

#### **I. Health Insurance Portability and Accountability Act (HIPAA) of 1996**

If any of the work performed under this Intergovernmental Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, DHCS and provider shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

#### **1) Trading Partner Requirements**

a) No Changes. Provider hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))

b) No Additions. Provider hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))

c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications. (45 CFR Part 162.915 (c))

d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification. (45 CFR Part 162.915 (d))

#### **2) Concurrence for Test Modifications to HHS Transaction Standards**

Provider agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Provider agrees that it shall participate in such test modifications.

### 3) Adequate Testing

Provider is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Provider has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

### 4) Deficiencies

The Provider agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the provider is acting as a clearinghouse for that provider. If the provider is a clearinghouse, the provider agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

### 5) Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Intergovernmental Agreement for at least the current billing period or any appeal period, whichever is longer.

### 6) Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Intergovernmental Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

#### I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

#### J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

#### K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Intergovernmental Agreement shall adopt the federal Office of Minority Health

Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).

**L. Intravenous Drug Use (IVDU) Treatment**

Provider shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo SUD treatment (42 USC 300x-23 and 45 CFR 96.126(e)).

**M. Tuberculosis Treatment**

Provider shall ensure the following related to Tuberculosis (TB):

- 1) Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse;
- 2) Reduce barriers to patients' accepting TB treatment; and,
- 3) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

**N. Trafficking Victims Protection Act of 2000**

Provider and its subcontractors that provide services covered by this Intergovernmental Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

**O. Tribal Communities and Organizations**

Provider shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the Provider's county.

**P. Participation of County Behavioral Health Director's Association of California.**

1) The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

2) The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County

Behavioral Health Director's Association of California.

**Q. Youth Treatment Guidelines**

Provider shall follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Intergovernmental Agreement is required for new guidelines to be incorporated into this Intergovernmental Agreement.

**R. Perinatal Services Network Guidelines**

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment. Contractor receiving SABG funds must adhere to the Perinatal Services Network Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

**S. Restrictions on Grantee Lobbying – Appropriations Act Section 503**

1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

**T. Byrd Anti-Lobbying Amendment (31 USC 1352)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**U. Nondiscrimination in Employment and Services**

By signing this Intergovernmental Agreement, provider certifies that under the laws of the United States and the State of California, incorporated into this Intergovernmental Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.

**V. Federal Law Requirements:**

- 1) Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- 2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
- 3) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- 4) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- 5) Age Discrimination in Employment Act (29 CFR Part 1625).
- 6) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- 7) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- 8) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- 9) Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- 10) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- 11) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- 12) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- 13) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

**W. State Law Requirements:**

- 1) Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).

2) Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3) Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

4) No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5) Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Intergovernmental Agreement or terminate all, or any type, of funding provided hereunder.

#### **X. Additional Contract Restrictions**

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

#### **Y. Information Access for Individuals with Limited English Proficiency**

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

#### **Z. Investigations and Confidentiality of Administrative Actions**

1) Provider acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.



2) Provider shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

W. This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner.

#### **A1. Subcontract Provisions**

Provider shall include all of the foregoing provisions in all of its subcontracts.

#### **B1. Conditions for Federal Financial Participation**

1) Provider shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

2) Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

- a) Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;
- b) Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or
- c) Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:
  - i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or
  - ii. An entity that would provide those services through an excluded individual or entity.

#### **Providers shall include the following requirements in their subcontracts with providers:**

1. In addition to complying with the sub contractual relationship requirements set forth in Article II.E.8 of this Agreement, the Contractor shall ensure that all subcontracts require that the Contractor oversee and is held accountable for any functions and responsibilities that the Contractor delegates to any subcontractor.

#### **2. Each subcontract shall:**

- i. Fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract.
- ii. Ensure that the Contractor evaluates the prospective subcontractor's ability to perform the activities to be delegated.

iii. Require a written agreement between the Contractor and the subcontractor that specifies the activities and report responsibilities delegated to the subcontractor; and provides for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.

iv. Ensure that the Contractor monitor the subcontractor's performance on an ongoing basis and subject it to an annual onsite review, consistent with statutes, regulations, and Article III.PP.

v. Ensure that the Contractor identifies deficiencies or areas for improvement, the subcontractor shall take corrective actions and the Contractor shall ensure that the subcontractor implements these corrective actions.

3. The Contractor shall include the following provider requirements in all subcontracts with providers:

i. Culturally Competent Services: Providers are responsible to provide culturally competent services. Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services shall be available for beneficiaries, as needed.

ii. Medication Assisted Treatment: Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.

iii. Evidence Based Practices (EBPs): Providers will implement at least two of the following EBPs based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The state will monitor the implementation and regular training of EBPs to staff during reviews.

**The required EBPs include:**

a. Motivational Interviewing: A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.

b. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

c. Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.

d. Trauma-Informed Treatment: Services shall take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.

e. **Psycho-Education:** Psycho-educational groups are designed to educate beneficiaries about substance abuse, and related behaviors and consequences. Psychoeducational groups provide information designed to have a direct application to beneficiaries' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

iV. **Timely Access:** (42 CFR 438.206(c) (1) (i)

- (1) The Provider must comply with Contractor's standards for timely access to care and services, taking into account the urgency of the need for services:
  - (a) Provider must complete Timely Access Log for all initial requests of services.
  - (b) Provider must offer outpatient services within 10 business days of request date (if outpatient provider).
  - (c) Provider must offer Opioid Treatment Services (OTP) services within 3 business days of request date (if OTP provider).
  - (d) Provider must offer regular hours of operation.
- (2) The Contractor will establish mechanisms to ensure compliance by provider and monitor regularly.
- (3) If the Provider fails to comply, the Contractor will take corrective action.

## **C1. Beneficiary Problem Resolution Process**

1. The Contractor shall establish and comply with a beneficiary problem resolution process.
2. Contractor shall inform subcontractors and providers at the time they enter into a subcontract about:
  - i. The beneficiary's right to a state fair hearing, how to obtain a hearing and the representation rules at the hearing.
  - ii. The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
  - iii. The beneficiary's right to give written consent to allow a provider, acting on behalf of the beneficiary, to file an appeal. A provider may file a grievance or request a state fair hearing on behalf of a beneficiary, if the state permits the provider to act as the beneficiary's authorized representative in doing so.
  - iv. The beneficiary may file a grievance, either orally or in writing, and, as determined by DHCS, either with DHCS or with the Contractor.
  - v. The availability of assistance with filing grievances and appeals.
  - vi. The toll-free number to file oral grievances and appeals.
  - vii. The beneficiary's right to request continuation of benefits during an appeal or state fair hearing filing although the beneficiary may be liable for the cost of any continued benefits if the action is upheld.
  - viii. Any state determined provider's appeal rights to challenge the failure of the Contractor to cover a service.
3. The Contractor shall represent the Contractor's position in fair hearings, as defined in 42 CFR 438.408 dealing with beneficiaries' appeals of denials, modifications, deferrals or terminations of covered services. The Contractor shall carry out the final decisions of the fair hearing process with respect to issues within the scope of the Contractor's responsibilities under this Agreement. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a fair hearing decision.

i. Pursuant to 42 CFR 438.228, the Contractor shall develop problem resolution processes that enable beneficiary to request and receive review of a problem or concern he or she has about any issue related to the Contractor's performance of its duties, including the delivery of SUD treatment services.

4. The Contractor's beneficiary problem resolution processes shall include:

- i. A grievance process;
- ii. An appeal process; and,
- iii. An expedited appeal process.

## **Additional Provisions DMC-ODS**

### **1. Additional Intergovernmental Agreement Restrictions**

i. This Agreement is subject to any additional restrictions, limitations, conditions, or statutes enacted or amended by the federal or state governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

### **2. Voluntary Termination of DMC-ODS Services**

i. The Contractor may terminate this Agreement at any time, for any reason, by giving 60 days written notice to DHCS. The Contractor shall be paid for DMC-ODS services provided to beneficiaries up to the date of termination. Upon termination, the Contractor shall immediately begin providing DMC services to beneficiaries in accordance with the State Plan.

### **3. Notification of DMC-ODS Services**

i. The parties agree that failure of the Contractor, or its subcontractors, to comply with W&I section 14124.24, the Special Terms and Conditions, and this Agreement, shall be deemed a breach that results in the termination of this Agreement for cause.

ii. In the event of a breach, the DMC-ODS services shall terminate. The Contractor shall immediately begin providing DMC services to the beneficiaries in accordance with the State Plan.

### **4. Subcontract Termination - Intergovernmental Agreement Exhibit A, Attachment I, III, JJ, 1**

I. The Contractor shall notify the Department of the termination of any subcontractor with a certified provider, and the basis for termination of the subcontractor, within two business days. The Contractor shall submit the notification by secure, encrypted email to: [SUDCountyReports@dhcs.ca.gov](mailto:SUDCountyReports@dhcs.ca.gov).

II. BHS shall notify the DHCS of the termination of any subcontractor with a certified provider, and the basis for termination of the subcontractor, within two business days. The Contractor shall submit the notification by secure, encrypted email to: [SUDCountyReports@dhcs.ca.gov](mailto:SUDCountyReports@dhcs.ca.gov).

III. BHS shall notify the DHCS-PED by email at [DHCSDMCRecert@dhcs.ca.gov](mailto:DHCSDMCRecert@dhcs.ca.gov) within two business days of learning that a contractor's license, registration, certification, or approval to operate an SUD program

or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS. The Contractor shall submit the notification by secure email.

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

## **PROCLAMATION BY THE MAYOR DECLARING THE EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS**, California Government Code Sections 8550 et seq., San Francisco Charter Section 3.100(13) and Chapter 7 of the San Francisco Administrative Code empower the Mayor to proclaim the existence of a local emergency, subject to concurrence by the Board of Supervisors as provided in the Charter, in the case of an emergency threatening the lives, property or welfare of the City and County or its citizens; and

**WHEREAS**, The United States has confirmed cases of individuals who have a severe acute respiratory illness caused by a novel (new) coronavirus ("COVID-19" or "the virus") first detected in Wuhan, Hubei Province, People's Republic of China ("China"). The virus was first reported in China on December 31, 2019. As of February 24, 2020, the World Health Organization ("WHO") has reported approximately 77,262 confirmed cases of COVID-19 in China, more than the number of confirmed cases of Severe Acute Respiratory Syndrome (SARS) during its 2003 outbreak. An additional 2,069 cases have been confirmed across 29 other countries; in many of these cases, the infected individuals had not visited China. More than 2,500 people have died from the virus, including 23 outside of China. The number of confirmed cases has continued to escalate dramatically over a short period of time; and

**WHEREAS**, WHO officials now report that sustained human-to-human transmission of the virus is occurring. Transmission from an asymptomatic individual has been documented. Although the majority of individuals infected with COVID-19 recover from the disease without special treatment, approximately 1 in 6 may become seriously ill. Manifestations of severe disease have included severe pneumonia, acute respiratory distress syndrome, septic shock, and multi-organ failure. Approximately 2% of the people confirmed infected with COVID-19 have died; and

**WHEREAS**, On January 30, 2020, WHO declared the COVID-19 outbreak a public health emergency of international concern, and on January 31, 2020, the U.S. Department of Health and Human Services declared a Public Health Emergency for the United States; and

**WHEREAS**, The Centers for Disease Control and Prevention ("CDC") has determined that the virus presents a serious public health threat, requiring coordination among state

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

and local health departments to ensure readiness for potential health threats associated with the virus; and

**WHEREAS**, The CDC has issued guidance to local and State health departments, including San Francisco's Department of Public Health ("DPH"), concerning risk assessment and public health management of persons with potential exposure to COVID-19. These guidelines require DPH to make extraordinary efforts to monitor ongoing communicable disease threats and prepare for management of individuals who may have been exposed to COVID-19; and

**WHEREAS**, DPH, the Department of Emergency Management, and other City partners have been working successfully and diligently to implement CDC guidelines, but now require additional tools and resources to protect the public health given the current state of the epidemic and the need for a sustained response; and

**WHEREAS**, The City's Director of Public Health has determined that DPH cannot comply with the CDC's guidance without immediate action beyond the City's ordinary response capabilities, including directing personnel and resources from other City departments to assist with the ongoing and developing threat of COVID-19; and

**WHEREAS**, Conditions of extreme peril to the safety of persons and property have arisen; and

**WHEREAS**, The Mayor does hereby proclaim that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency,

**NOW, THEREFORE,**

I, London N. Breed, Mayor of the City and County of San Francisco, proclaim the existence, effective immediately on February 25, 2020, of an emergency within the City and County threatening the lives, property or welfare of the City and County and its citizens;

**It is further ordered that:**

(1) All City and County officers and employees take all steps requested by the Director of Public Health to prevent the spread of COVID-19 and to prevent or alleviate illness or death due to the virus; and

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

(2) All City and County officers and employees take all steps requested by the Director of Public Health to qualify the City for reimbursement from the Federal Emergency Management Agency and for other state and federal relief as may be available to reimburse the City for the expenses it incurs in addressing this emergency; and

**I further proclaim and order that:**

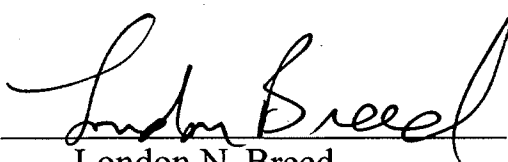
By the terms of this emergency declaration the government of the City and County of San Francisco is organized under the provisions of the Incident Command System (ICS), which system forms an essential part of the City's Emergency Operations Plan. The head of each City department and agency shall observe his or her proper relationship in the command structure outlined by the system and shall respond to the orders and requests of the Lead Department designated to exercise supervision over his or her department during the course of this emergency;

Because of the extreme peril to its residents and visitors, the Governor of the State of California is hereby requested to include the area of the City and County of San Francisco in any emergency declaration by the State, and is further requested to ensure that the City and County is included in any emergency declaration that may be issued by the President of the United States.

**And I further proclaim and order that:**

This declaration of a local emergency shall continue to exist until it is terminated by the Mayor or the Board of Supervisors. All departments of the City and County of San Francisco are strictly ordered to cooperate with the requests for material and personnel resources that may emanate from the Incident Command Staff of the City and County which is located in the Emergency Command Center of the City and County of San Francisco.

DATED: 2/25/2020

  
London N. Breed  
Mayor of San Francisco

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**CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF PUBLIC HEALTH  
MODIFIED ACTIVITY LOG (ICS 214)**

1. Incident Name: COVID-19 ACTIVATION		2. Operational Period (Saturday to Friday) Date From:                                  Date To:	
3. Title of Organizational Unit or Resource designator:		4. Unit Leader name and ICS position:	5. Home Agency (and Unit):
6. Activated Employees Information:		DSW#:	
Employee Name	Employee ICS Position	Incident Regular HRs (total of below)	Incident Overtime HRs (total of below)
7. Activity Log:			
Activities' Table:	<input type="checkbox"/> 0508 DPH DOC ACTIVATION		<input type="checkbox"/> 0801 MEDICAL SURGE/FIELD HOSPITALS
	<input type="checkbox"/> 0802 EMS TRANSPORT		<input type="checkbox"/> 0803 POINT OF DISTRIBN, PHARMACEU
	<input type="checkbox"/> 0804 ENVIRON HEALTH ASSESS/CONTROL		<input type="checkbox"/> 0805 BEHAVIORAL/MENTAL CARE/SRV
Date	Military Time	Incident Activity Description:	Incident HRs
8. Prepared by: Name:		Job Class/Title:	
Signature:		Date/Time:	

**CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF PUBLIC HEALTH  
MODIFIED ACTIVITY LOG (ICS 214)**

[illegible]

## **APPENDIX K**

### **Data Access and Sharing Terms**

#### **Article 1 Access**

##### **12.3 Revision to Scope of Access (RSA):**

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

##### **12.4 Primary and Alternate Agency Site Administrator.**

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

1. Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;
  2. Communicating with the SFDPH IT Service Desk;
  3. Providing Agency Data User(s) details to the City;
  4. Ensuring that Agency Data User(s) complete required SFDPH trainings annually;
  5. Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and
  6. Provisioning and deprovisioning Agency Data Users as detailed herein.
- To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, [dph.helpdesk@sfdph.org](mailto:dph.helpdesk@sfdph.org).

##### **12.5 SFDPH IT Service Desk.**

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

##### **12.6 Deprovisioning Schedule.**

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

##### **12.7 Active Directory.**

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

##### **12.8 Role Based Access.**

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

## **12.9 Training Requirements.**

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

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

## **12.10 Agency Data User Confidentiality Agreement.**

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

## **12.11 Corrective Action.**

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

## **12.12 User ID and Password.**

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

## **12.13 Notification of Compromised Password.**

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

## **12.14 Multi Factor Authentication.**

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

## **12.15 Qualified Personnel.**

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

## **12.16 Workstation/Laptop encryption.**

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

## **12.17 Server Security.**

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

## **12.18 Removable media devices.**

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

#### **12.19 Antivirus software.**

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

#### **12.20 Patch Management.**

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

#### **12.21 System Timeout.**

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

#### **12.22 Warning Banners.**

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

#### **12.23 Transmission encryption.**

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

#### **12.24 No Faxing/Mailing.**

City Data may not be faxed or mailed.

#### **12.25 Intrusion Detection.**

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

of the City.

#### **12.26 Security of PHI.**

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

#### **12.27 Data Security and City Data**

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security

software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

#### **12.28 Data Privacy and Information Security Program.**

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

#### **12.29 Disaster Recovery.**

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

#### **12.30 Supervision of Data.**

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

#### **12.31 As Is Access.**

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

#### **12.32 No Technical or Administrative Support.**

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

#### **12.33 City Audit of Agency and Agency Data Users.**

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

#### **12.34 Minimum Necessary.**

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

#### **12.35 No Re-Disclosure or Reporting.**

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

#### **12.36 Health Information Exchange.**

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

#### **12.37 Subcontracting.**

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data breach in the same manner in which Agency would be so obligated, (2) provide cyber and technology errors and omissions insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

### **Article 13 Indemnity**

#### **13.1 Medical Malpractice Indemnification.**

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

1. Read information displayed or transmitted by the System accurately and completely;
2. Ensure that Agency Data Users are trained on the use of the System;
3. Be responsible for decisions made based on the use of the System;
4. Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
5. Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;

6. Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;

7. Use the System only in accordance with applicable standards of good medical practice.

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

## **Article 14 Proprietary Rights and Data Breach**

### **14.1 Ownership of City Data.**

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

### **14.2 Data Breach; Loss of City Data.**

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

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. any action pertaining to a breach required by applicable federal and state laws.

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

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

2. **Written Report:** Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include,



but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

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

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

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

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

#### 14.3 **Media Communications**

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

## **Attachment 1 to Appendix K System Specific Requirements**

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

#### **A. SFDPH Care Link Requirements:**

##### **1. Connectivity.**

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

##### **2. Compliance with Epic Terms and Conditions.**

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

##### **3. Epic-Provided Terms and Conditions**

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

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

#### **A. SFDPH Epic Hyperspace and Epic Hyperdrive:**

##### **1. Connectivity.**

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

associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

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

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

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

**A. SFDPH myAvatar via WebConnect and VDI:**

**1.Connectivity.**

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

**2. Information Technology (IT) Support.**

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

**3. Access Control.**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> (SF) Heffernan Insurance Brokers 44 Montgomery Street, Suite 1950 San Francisco CA 94104	<b>CONTACT</b> NAME: Ashle Blow PHONE (A/C, No, Ext): 415-778-0300 E-MAIL ADDRESS: ashleb@heffins.com FAX (A/C, No): 415-778-0301														
<b>INSURED</b> Community Forward SF, Inc. 1171 Mission St. San Francisco CA 94103	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Nonprofits Insurance Alliance of California</td> <td style="text-align: center;">1184</td> </tr> <tr> <td>INSURER B: Cypress Insurance Company</td> <td style="text-align: center;">10855</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Company of America</td> <td style="text-align: center;">31194</td> </tr> <tr> <td>INSURER D: Lloyd's of London</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nonprofits Insurance Alliance of California	1184	INSURER B: Cypress Insurance Company	10855	INSURER C: Travelers Casualty and Surety Company of America	31194	INSURER D: Lloyd's of London		INSURER E:		INSURER F:	
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INSURER D: Lloyd's of London															
INSURER E:															
INSURER F:															

 License#: 0564249  
 COMMAWA-01
**COVERAGES****CERTIFICATE NUMBER:** 734231801**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		202101320	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		202101320	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		202101320UMB	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	COWC246313	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A D	Employee Theft Social Service Professional Cyber Liability			105805713 202101320 ESJ0020825111	7/1/2021 7/1/2021 8/5/2021	7/1/2022 7/1/2022 7/1/2022	Emp. Theft Loss Limit 2,000,000 Professional Limit 1M OCC / 3M AGG Cyber Claim Limit 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Employee Theft - Single Loss Retention: \$10,000  
 Re: As per Contract or Agreement on file with Insured. Department of Public Health of City & County of San Francisco is included as an additional insured on the General Liability and Automobile Liability policies per the attached endorsements, if required. The Umbrella liability policy follows the General Liability and Automobile Liability coverage for additional insured as per the policy forms, if required. Waiver of Subrogation is included on the Workers Compensation policies per the attached endorsement, if required

**CERTIFICATE HOLDER****CANCELLATION**
 Department of Public Health of City & County of San Francisco  
 101 Grove Street, Room 307  
 San Francisco, CA 94102-4505

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 2021-01320

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE ONLY**

---

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

City & County of San Francisco, its Officers, Agents, Employees & Volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

POLICY NUMBER: 2021-01320

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**City & County of San Francisco, its Officers, Agents, Employees & Volunteers**

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA  
BLANKET BASIS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium (prior to adjustments)
All CA Operations	5110.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/2021

Policy No.: COWC246313

Endorsement No.:

Insured:

Premium \$

Insurance Company: Cypress Insurance Company

Countersigned by \_\_\_\_\_

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

**Second Amendment**

THIS AMENDMENT (this “Amendment”) is made as of February 1, 2023, in San Francisco, California, by and between **Community Forward SF** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

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

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-26-2016 and RFP-8-2017 issued on August 27, 2016 and August 23, 2017 respectively and this modification is consistent therewith; and

WHEREAS, the scope of services described in Appendix A-1 (A Woman’s Place Substance Abuse) and Appendix A-3 (A Woman’s Place Drop In) were competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP-26-2016, issued on August 27, 2016, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2027; and

WHEREAS, the scope of services described in Appendix A-2 (A Woman’s Place Mental Health) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP-8-2017, issued on August 23, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through December 31, 2027; and

WHEREAS, approval for this Amendment was obtained on December 16, 2019 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 48652-16/17 in the amount of \$367,880,000 for the period commencing July 1, 2017 and ending June 30, 2027; and

WHEREAS, approval for this Amendment was obtained on July 15, 2019 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of \$292,051,200 for the period commencing January 1, 2018 and ending December 31, 2027; and

WHEREAS, approval for this Amendment under S.F. Charter 9.118 was obtained when the Board of Supervisors approved Resolution No. 259-22 on June 10, 2022.

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

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

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

First Amendment dated February 1, 2023

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



## Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

**2.1 Compensation.** *Section 3.3.1 Calculation of Charges currently reads as follows:*

### **3.3.1 Calculation of Charges**

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<sup>4</sup> 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 **Thirteen Million One Hundred Thousand Dollars (\$13,100,000)**. 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. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

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

### **3.3.1 Calculation of Charges**

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<sup>4</sup> 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 **Thirteen Million Six Hundred Thousand Dollars (\$13,600,000)**. 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. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

**2.2 California Attorney General's Registry of Charitable Trusts.** *The following is hereby added to Article 11 of the Agreement.*

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

**2.3 Business Associate Agreement:** *The following is hereby added to Article 13 of the Agreement, replacing the previous Section 13.3 in its entirety:*

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

**The parties acknowledge that CONTRACTOR will:**

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

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

- a. **Appendix E** SFPDPH Business Associate Agreement (BAA) (8-3-2022)
  1. SFPDPH Attestation 1 PRIVACY (06-07-2017)
  2. SFPDPH Attestation 2 DATA SECURITY (06-07-2017)

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

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

**2.4 Appendices A, A-1, A-2 and A-3 dated 02/01/23 are hereby added to the Agreement for 2022-23.**

**2.5 Appendices B, B-1, B-2 and B-3 dated 02/01/23 are hereby added to the Agreement for 2022-23.**

**2.6 Appendix D, Data Access and Sharing Terms, dated 02/03/23 is hereby added to the Agreement for 2022-23.**

**2.7 Appendix E, BAA, dated 04/12/18 is hereby deleted and Appendix E, BAA dated 08/03/22 is hereby added to the Agreement for 2022-23.**

**2.8 Appendix F, Invoices, dated 01/23/23 are hereby added to the Agreement for 2022-23.**

### **Article 3 Effective Date**

**Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the effective date of the agreement.

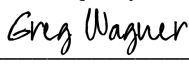
#### **Article 4   Legal Effect**

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

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

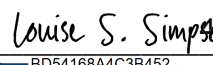
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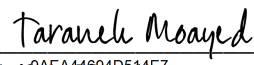
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Grant Colfax  
**Director of Health**  
**Department of Public Health**

Approved as to Form:

David Chiu  
City Attorney

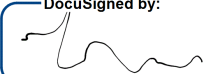
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Louise Simpson  
Deputy City Attorney

Approved:

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Santaja Kurella  
Director, Office of Contract Administration, and  
Purchaser

**CONTRACTOR**

**Community Forward SF**

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**KARA ZORDEL**  
**Chief Executive Director**  
1171 Mission Street  
San Francisco, CA 94103

City Supplier ID:  
0000022483

**Appendix A**  
**Scope of Services – DPH Behavioral Health Services**

**1. Terms**

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

**2. Description of Services**

**3. Services Provided by Attorneys**

**1. Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Anthony Buckman**, Program Manager, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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



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

V. Compliance with Grant Award Notices:

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 – A Woman's Place  
Appendix A-2 -- A Woman's Place Behavioral Health  
Appendix A-3– A Woman's Place Drop-In

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

Contractor Name: Community Forward SF, Inc  
Program Name: A Woman's Place

Appendix A-1  
Funding Term 07/01/2022 - 06/30/2023

### 1. Identifiers:

Program Name: A Woman's Place  
Program Address: 1049 Howard St.  
City, State, ZIP: San Francisco CA 94103  
Telephone/FAX: 415-487-2140/415-487-2142  
Website Address: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Contractor: Community Forward SF  
Contractor Address: 1171 Mission St., 2<sup>nd</sup> Fl.  
City, State, Zip: San Francisco, CA 94103  
Website: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Persons Completing this Narrative: Solange Bonilla-Leahy, VP Client Service  
Telephone: 415-241-1199  
Email: [solange.bleahy@communityforwardsf.org](mailto:solange.bleahy@communityforwardsf.org)

Program Code(s): 97027

### 2. Nature of Document:

☐ Original                      ☐ Second Amendment                      ☐ Revision to Program Budgets

### 3. Goal Statement:

By design, A Woman's Place (AWP) is to provide a safe, supportive living environment to homeless women of all ethnicities and who may have co-occurring disorders. Women at AWP can also access individual and group mental health services through AWP Mental Health Outpatient Program. Stabilization Support Beds are a low threshold opportunity for female-identified clients experiencing barriers to accessing services.

### 4. Priority Population:

A Woman's Place (AWP) will serve all ethnicities and populations within San Francisco with focused expertise to meet the unique needs of those with low or no income, cis-gender and transgender women, who have experienced chronic homelessness. Our priority populations are cis- and transgender-identified women, women of color, and women with diverse sexual orientations as well as those who are dually or multiply diagnosed. Our clients include those with long term histories of substance use, survivors of domestic and interpersonal violence and/or sexual and physical assaults, those with positive HIV/AIDS statuses, those who meet medical necessity for mental health diagnoses, justice-involved individuals, and women with a history of an inability to utilize existing services. Clients are 18 years & older, with an emphasis on women at serious risk, living in and around the Tenderloin, South of Market, and Mission Districts of San Francisco.

Contractor Name: Community Forward SF, Inc  
Program Name: A Woman's Place

Appendix A-1  
Funding Term 07/01/2022 - 06/30/2023

## **5. Modalities/Interventions:**

**See Appendix B-1 CRDC**

## **6. Methodology:**

### **1. Outreach, Recruitment, Promotion, and Advertisement:**

AWP offers a safe environment where the most fundamental needs for safety, nourishment, and care are met. Women are encouraged to engage with support staff and support services both within the building and in the community, as they feel safe to do so. Both frontline and clinical staff remain attentive and engaged at all times; staff are extensively trained in crisis intervention and de-escalation should issues arise that require immediate intervention. Clients who reside onsite are required to enroll in individual and group mental health services located at AWP, offered through our Mental Health Outpatient Program.

Engagement is encouraged through building strong community support among clients and staff with the integration of social justice and social accountability models. Community building is fostered via both emotional support and progress groups as well as social, recreational activities. Clients commit to a minimum of one individual therapy session per week with clinical staff and a minimum of 3 support groups per week. Clients can also access an array of resources including the aforementioned individual therapy and daily groups, on site nursing care, referrals for primary care and psychiatric evaluation, case management and care coordination, special events and outings, mindful meditation activities, and a daily, morning walk-and-talk group.

Clinical staff members are trained to assess and evaluate for mental health issues, develop and collaborate on treatment planning with clients, and utilize appropriate therapeutic interventions and referrals, as appropriate. Mental Health Rehabilitation Specialists, or Clinicians, are trained in diverse, culturally responsive, and trauma-informed orientations and modalities to engage, retain, and provide evidence-based and effective therapeutic treatment to our clients.

### **B. Admission:**

AWP does not utilize a rigid admission policy. When further stabilization and/or isolation is appropriate, we require that they spend 5-14 days in Stabilization shelter beds. Admission was also granted to eligible clients, who could provide a negative COVID test upon entry. Eligible clients are required to live cooperatively in a communal setting and be willing and

Contractor Name: Community Forward SF, Inc

Appendix A-1

Program Name: A Woman's Place

Funding Term 07/01/2022 - 06/30/2023

able to attend mandatory individual and group sessions. Though this is not criteria for admission, clients are expected to pay 30% of their income as program fees.

### **C. Program Description:**

AWP offers a low-threshold, safe place for women who are experiencing homelessness and are in need of stabilization during COVID-19 and beyond. AWP provides not only shelter but a dorm-style, congregate setting, including 3 meals a day, therapeutic and recreational activities as well as opportunities for community and social engagement. Frontline staff offer regular emotional support and resource offerings as well as facilitate daily activities, such as meals. Site Supervisor(s) facilitate monthly community meetings and offer opportunities for mediation, when needed.

At the time of intake, the client receives a packet containing both internal and external grievance policies and the process is explained. Grievance policies are also posted in client areas.

Clients are required to enroll in AWP MHOP while engaged in daily programming. Each woman entering AWP receives a preliminary assessment to determine medical necessity and appropriate levels of care and/or services needed. Clients receive assessment and diagnosis by a licensed clinician or a registered Associate Marriage & Family Therapist (AMFT) and individual and group therapy provided by a Mental Health Rehabilitation Specialist, or Clinician. Clinicians will assess each client by using the Adult/Older Adult Combined Assessment and will collaborate with the client on developing an individualized Treatment Plan of Care.

AWP MHOP uses evidence-based interventions focused on trauma-informed care, harm-reduction offerings, and holistic, therapeutic care, including the advent of mindfulness protocols. Clients will meet with their individual therapist at least one time per week or with more frequency when necessary. Clients will also engage in group therapies, which are offered on a daily basis. Groups include but are not limited to Morning Walk & Talk, Trauma & Art Therapy, Music Therapy, Mindfulness Based Relapse Prevention, Building Bridges: Building Resilient Relationships, Process Groups, and more. The most highly utilized interventions in individual and/or group therapies include de-escalation and stabilization, crisis intervention, trauma-informed care and trauma recovery practices, somatic process work and interventions, harm reduction and education, motivational interviewing, art and music therapies, narrative therapy approaches, strength based interventions, intra-personal and interpersonal skill-building, case management, as well as referrals for support services and linkages to permanent housing.

### **D. Progression/ Exit Criteria:**

Contractor Name: Community Forward SF, Inc  
 Program Name: A Woman's Place

**Appendix A-1**  
**Funding Term 07/01/2022 - 06/30/2023**

We are constantly working towards women progressing through their care and leaving homelessness through achieving their placement goals of permanent housing. During COVID-19, our clients have largely sustained their stabilization by remaining in the program. On some occasions, clients were able to reunite with family members and did transition away from programming and into familial residents.

The goal of our program is for clients to achieve stabilization, gain personal insight and sustainable intrapersonal and interpersonal skills that promote financial, vocational and residential independence. We collaborate with each client on a discharge plan that is attainable while also assessing a client's readiness for independence and the establishment of her social support systems. Because of the existence of our MHOP, we are able to maintain therapeutic relationships with each client as they exit into the community and continue to provide supportive services to them for the duration of their eligibility and desire for care.

#### **E. Program Staffing:**

**Refer to Appendix B-1**

#### **7. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS A/OA Performance Objectives FY 22-23.

#### **8. Continuous Quality Improvement :**

1. The Outcome Objectives of A Woman's Place are evaluated, monitored and tracked with the combined efforts of the Program Management. This process will be overseen by the VP of Women's Services .
2. Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through the Avatar system. UOS and UDC reports are submitted by the Site Supervisor(s) and reviewed by Director of Client Services on a monthly basis.
3. During FY 22/23 AWP staff will receive a minimum of 6 hours of training on topics of Cultural Competency, specifically Cultural Humility, as well as the following: Motivational Interviewing, Co-Occurring Disorders, and Harm Reduction to improve staff's ability to appropriately provide care to clients. The Director of Clinical Services will ensure that all staff funded under this contract will receive a minimum of 6 hrs. training on Motivational Interviewing, Co-Occurring Disorders and Harm Reduction. Program Review Measurement: Staff must complete a sign-in indicating the date on

Contractor Name: Community Forward SF, Inc  
Program Name: A Woman's Place

**Appendix A-1**  
**Funding Term 07/01/2022 - 06/30/2023**

which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.

4. A Woman's Place participates in the BHS annual Client Satisfaction Survey period. To address issues not covered in that survey AWP uses an internal survey instrument throughout the contract period. All survey results are analyzed by the Management team consisting of the VP of Client Services, VP of Women's sServices, Director of Mental Health Services, and the Direct of Women's Services. Results of the survey and analysis are also submitted to the CEO and COO.

Evidence of CQI activities related to 1-4 above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these items, and outcome reports.

#### **8. Required Language:**

Community Forward SF will provide required Language translation for our agency policies and other documentation. When specific documentation is forwarded from the San Francisco County Departments, these documents will be submitted already tyranslated in the specified languages, such as: Chinese, Spanish, Tagalog, Russian, and Vietnamese.

Contractor Name: Community Forward SF  
 Program Name: A Woman's Place

**Appendix A- 2**  
**Funding Term 07/01/2022 - 06/30/2023**

# **1. Identifiers Program Name:** A Woman's Place Behavioral Mental Health

## Main Clinic:

A Woman's Place  
 1049 Howard St  
 San Francisco, CA 94103  
 (415) 487-2140  
 FAX: (415) 487-2142

## Field Site:

Medical Respite  
 1171 Mission Street  
 San Francisco, CA 94103  
 (415) 293-7360  
 (415) 487-2142

Contractor: Community Forward SF  
 Contractor Address: 1171 Mission St., 2<sup>nd</sup> Fl.  
 City, State, Zip: San Francisco, CA 94103  
 Website: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Persons Completing this Narrative: Solange Bonilla-Leahy, VP Client Services  
 Telephone: 415-241-1199  
 Email: [solange.bleahy@communityforwardsf.org](mailto:solange.bleahy@communityforwardsf.org)

Program Code: 38BKOP

# **2. Nature of Document:**

☐ Original

☐ **Second Amendment**

☐ RPB

# **3. Goal Statement:**

The goal of A Woman's Place Mental Health Outpatient Program (AWP-MHOP) program is to provide trauma-informed, gender-specific care to all races, ethnicities, and cultures of female-identified populations with a specific focus on the unique experiences of cis and transgender women. Our services are offered in the form of low-threshold outpatient mental health services targeted to the complex needs of multiply diagnosed homeless women, with close linkages to primary care, case management, residential substance abuse and HIV transitional housing and care.

# **4. Priority Population:**

A Woman's Place (AWP) will serve all ethnicities and populations within San Francisco and AWP-MHOP focuses on the unique cultural experiences of cis and transgender women. AWP-MHOP provides services to women ages 18 to 65+ who suffer from mental health issues and who experience homelessness. Our clients are often survivors of domestic and interpersonal violence and reside in and around the Tenderloin, Mission District, and South of Market neighborhoods.

Contractor Name: Community Forward SF  
Program Name: A Woman's Place

**Appendix A- 2**  
**Funding Term 07/01/2022 - 06/30/2023**

## **5. Modality(ies)/Interventions:**

**See CRDC B-2 UOS Allocation**

## **6. Methodology:**

### ***A. Outreach, Recruitment, Promotion, and Advertisement***

AWP-MHOP conducts outreach at multiple sites within Community Forward SF programs and into the community. Clients are offered a safe environment where their most fundamental needs for safety, nourishment, and care is met. As trust builds, women will be encouraged to return for continued support. Clinical staff remain attentive and engaged at all times, and extensively trained in de-escalation and quickly intervene at the first signs of conflict. Clients who consent to outpatient mental health services at the 1049 Howard location are enrolled into the AWP Mental Health Outpatient Program.

Engagement is encouraged through building strong community support among clients and staff with the integration of social justice and social accountability models. Community building is fostered via both emotional support and progress groups as well as social, recreational activities. Clients commit to a minimum of one individual therapy session per week with clinical staff and a minimum of 3 support groups per week. Clients can also access an array of resources including the aforementioned individual therapy and daily groups, on site nursing care, referrals for primary care and psychiatric evaluation, case management and care coordination, special events and outings, mindful meditation activities, and a daily, morning walk-and-talk group.

Clinical staff members are trained to assess and evaluate for mental health issues, develop and collaborate on treatment planning with clients, and utilize appropriate therapeutic interventions and referrals. Mental Health Rehabilitation Specialists, or Clinicians, are trained in diverse, culturally responsive, and trauma-informed orientations and modalities to engage, retain, and provide evidence-based and effective therapeutic treatment to our clients.

### ***B. Admission, Enrollment and/or Intake Criteria and Process Where Applicable***

AWP-MHOP is a safe place for women, who are both high utilizers of multiple systems (HUMS) as well as under-utilizers of care. Therefore, AWP-MHOP will serve all female-identified persons who are homeless and over age 18.



Contractor Name: Community Forward SF  
Program Name: A Woman's Place

**Appendix A- 2**  
**Funding Term 07/01/2022 - 06/30/2023**

### ***C. Service Delivery Model***

AWP-MHOP uses evidence-based interventions focused on trauma-informed care, harm-reduction offerings, and holistic, therapeutic care, including the advent of mindfulness protocols. Clients receive assessment and diagnosis by a licensed clinician or a registered Associate Marriage & Family Therapists (AMFT) and individual and group therapy provided by a Mental Health Rehabilitation Specialist, or Clinician. All services and clinical documentation are overseen by a Supervising Clinician, who is licensed in the field.

Each woman entering AWP-MHOP receives a preliminary assessment to determine medical necessity and appropriate levels of care and/or services needed. Clinicians will assess each client who is willing to engage with care by using the Adult/Older Adult Combined Assessment and will collaborate with the client on developing an individualized Treatment Plan of Care. Clients will meet with their individual therapist at least one time per week or with more frequency when necessary. Clients will also engage in group therapies, which are offered on a daily basis. The most highly utilized interventions in individual and/or group therapies include de-escalation and stabilization, crisis intervention, trauma-informed care and trauma recovery practices, somatic process work and interventions, harm reduction and education, motivational interviewing, art and music therapies, narrative therapy approaches, strength based interventions, intra-personal and interpersonal skill-building, case management, as well as referrals for support services and linkages to permanent housing.

### ***D. Exit Criteria and Process***

In the event that upon assessment, a client no longer meets medical necessity, they are discharged from AWP-MHOP and referred to an appropriate level of care based on their functionality and mental health needs.

When ready, clients can be transitioned from AWP Drop-In site to AWP's 1049 Howard Street in-house continuum of care. This broad spectrum of services is provided in an environment where clients already feel comfortable and have established relationships. Although housed in two sites, AWP's programs will work closely together to provide a full array of resources to AWP-MH clients. Clients not successful or satisfied in one program can transition between programs or to other appropriate community services.

### ***E. Program's Staffing:***

See Appendix B-2 Salaries and Benefits detail

Contractor Name: Community Forward SF  
 Program Name: A Woman's Place

**Appendix A- 2**  
**Funding Term 07/01/2022 - 06/30/2023**

## **7. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY 22-23.

## **7. Continuous Quality Improvement:**

1. The Outcome Objectives of A Woman's Place Mental Health Outpatient Program are evaluated, monitored and tracked with the combined efforts of the Program Management. This process will be overseen by the Director of Clinical Services.
1. Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report. Charts are reviewed monthly the first Wednesday of the month in a Supervisor and Peer review format and finalized by the Director of Clinical Services. All reports will be submitted to the VP of Client Services and to the Chief Executive Officer. All required reports will also be submitted in a timely manner to their respective funding sources.
3. During FY 22-23 AWP staff will receive training on topics of Cultural Competency specifically Cultural Humility as well as the following: Motivational Interviewing, Co-Occurring Disorders, and Harm Reduction to improve staff's ability to treat the needs of clients in our care. Clinicians and clinical supervisor(s) will receive clinical training monthly on various topics, including specific modalities and orientations of treatment, specialties in clinical treatment, and community resources and referrals processes. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.
4. A Woman's Place participates in the BHS annual Client Satisfaction Survey period. To address issues not covered in that survey, AWP uses an internal survey instrument throughout the contract period. All survey results are analyzed by the Management team consisting of the Director of Clinical Services, Director of Programs, and the Site Supervisor. Results of the survey and analysis are also submitted to the VP of Client Services.
5. Timely completion and use of outcome data for Mental Health services is monitored through the Combined Assessment, Treatment Plan and submission of progress notes.

Evidence of CQI activities related to 1-5 above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these items, and outcome reports.

Contractor Name: Community Forward SF  
Program Name: A Woman's Place

**Appendix A- 2**  
**Funding Term 07/01/2022 - 06/30/2023**

**8. Required Language: N/A**

**Contractor Name:** Community Forward SF  
**Program Name:** A Woman's Place Drop-in Center

**Appendix A- 3**  
**Funding Term** 07/01/2022-06/30/2023

## 1. Identifier

Program Name: A Woman's Place Drop-In Center  
 Program Address: 211-13<sup>th</sup> Street, San Francisco, CA 94103  
 Telephone: (415) 293-7360  
 Facsimile: (415) 487-2142  
 Website: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Contractor: Community Forward SF  
 Contractor Address: 1171 Mission St., 2<sup>nd</sup> Fl.  
 City, State, Zip: San Francisco, CA 94103  
 Website: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Executive Director/Program Director: Kara Zordel, Chief Executive Officer  
 Telephone: 415-(415) 241-1194  
 Email Address: [kara.zordel@communityforwardsf.org](mailto:kara.zordel@communityforwardsf.org)

Program Code: 88207

## 1. Nature of Document:

☐ Original ☐ **Second Amendment** ☐ Revision to Program Budgets

## 2. Goal Statement

The goal of A Woman's Place (AWP) Drop-In Center is to provide trauma-informed behavioral health services to all ethnicities and populations with a special focus on gender responsive care to women in the form of low-threshold, drop-in services targeted to the complex needs of multiply diagnosed homeless women with close linkages to mental health care, case management, primary care, residential services, residential substance use treatment, and HIV transitional housing and care.

## 3. Priority Population:

Target populations are all populations and ethnicities in San Francisco with focused expertise to address the unique needs of cis and transgender women, who are 18 years or older. Clients include those who use substances, suffer from mental illnesses, have histories of trauma, and who are experiencing homelessness. During each contract year, AWP Drop-In will provide drop-in services to at least 500 unduplicated women per year or 45 at any point in time.

## 4. Modality(ies)/Interventions

See Appendix B-3 CRDC

**Contractor Name:** Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term 07/01/2022 -06/30/2023****5. Methodology****A. Admission, Enrollment and/or Intake Criteria and Process**

By design, the Drop-In Center is intended to be a low threshold, non-threatening entry point for hard to-engage women, one that offers much support with few demands, and just as importantly, offers safe and secure respite. Therefore, the only admission criteria is that she/they are homeless and age 18 or over. The client's process for accessing services is simply walking through our doors.

**B. Service Delivery Model:**

Community Forward SF is one of the first organizations to apply the tenets of the harm reduction model to every aspect of our services to meet clients at every point on the continuum of care. The AWP Drop-In Center dedicates overnight chairs for women wanting to access 24 hour drop-in services. As such, our AWP Drop-In Center provides stabilization, support services and linkage to supportive housing for homeless women and transgender women in San Francisco who are multiply-diagnosed with a substance use disorder (SUD), mental illness, physical illnesses (i.e. HIV/AIDS, TB), as well as are survivors of abuse and domestic violence, are or were sex workers, and are seniors. To meet clients at their individual level of functionality and need, AWP Drop-In does not exclude clients because they use alcohol and drugs. The women may still access services, with the condition that they do not participate in any illicit activities involving substance use on the premises. To further reduce the possible harm for those who use substances, engage in unsafe sexual activities and/or may be involved in a violent or abusive relationship, AWP Drop In Services Clinicians will assess each client who is willing to engage with Clinicians beyond a basic needs assessment by using a trauma-informed approach. Common interventions will include empathic listening, motivational interviewing and harm reduction modalities to address the adverse consequences of these behaviors in addition to mindfulness practices, Cognitive Behavioral Therapy, and alternative modalities of healing, including art, music and movement to provide a safe, comforting emotional space for clients to explore their behavioral and relational patterns and elicit change, as desired.

AWP DI is co-located within the same facility as the AWP Mental Health Outpatient Program, which affords clients seamless access to mental health assessments, treatment planning, crisis services, and individual therapy or counseling as well as group therapy or counseling and/or case management services. If AWP DI clients are willing to accept the outpatient mental health services, the services are provided without a waitlist.

AWP Drop-In Clinicians refer clients who wish to address their substance use disorder to our Substance Use Disorder (SUD) program called Wellness & Recovery, which is conveniently housed at the AWP 1049 Howard St. location, or to another appropriate program. Clients who meet the requirements of AWP Residential HIV Services are referred to that program. Otherwise they can access services through AWP Shelter HSH Case Management program provided there is space available for an HSH-funded bed for the client. As part of their individual plans, AWP Drop-In Clinicians refer clients, who are not yet connected to a primary care provider, to a

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Community Forward SF (AWP)

FY 2022-23

Contract ID 1000010020

February 1, 2023: Second Amendment

**Contractor Name:** Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term 07/01/2022 -06/30/2023**

physician as part of their stabilization process. Similarly, they are able to refer them directly to Shelter Health nurses, who are on site several times a week for triage care.

**Immediate Needs:** Each woman entering AWP Drop-In receives a preliminary assessment via empirical observation, conversational interactions, and service assessment to determine her level of crisis and need.

**Engagement:** The first level of engagement AWP Drop-In offers is a safe environment, one that offers an alternative to being on the streets or in mixed-gendered shelters. Women will receive support for their immediate needs; and as trust builds, they will be encouraged to return for continued support. Clinical staff remain attentive and engaged at all times and are extensively trained in crisis intervention, de-escalation and conflict management should the need arise.

**Retention:** First and foremost, the clients' most fundamental needs for safety, nourishment, and care will be met. Laundry and shower facilities are available on a daily basis. The program will strive to build strong community support among clients, former clients and staff, with a "support your sister" philosophy. Community building activities will be fostered via recreational activities focused to bring women off the street and indoors, such as games, movies nights, storytelling activities, and therapeutic art projects. Clients will be able to talk with clinical staff and access an array of resources including individual and group therapy or counseling, mindfulness and mindful movement practices, social activities, and resources and referrals for primary care and psychiatric evaluation. Secondly, the program is designed to engage women in more extensive care beyond drop-in support. Clinical staff are trained to identify stages of change and apply techniques appropriate to each stage, specializing in early intervention and prevention, when the opportunity is present. Clinicians are trained to be proactive in talking to clients in individual and group settings to increase retention, with an enhanced ability to identify decompensations, changes in behavior patterns and potential pitfalls, and readily identify, reinforce, and praise client strengths.

When ready, clients can be transitioned to AWP's 1049 Howard Street in-house continuum of care (not funded in this Appendix): Shelter Case Management beds for an indefinite length of stay, our residential HIV+/AIDS program or our residential Wellness & Recovery (SUD) program. This broad spectrum of services is provided in an environment where clients already feel comfortable and have established relationships. Although housed in two sites, AWP's programs will work closely together to provide a full array of resources to Drop-In services clients. Clients not successful or satisfied in one program can transition between programs, or to other appropriate community services.

#### **D. Discharge Planning and Exit Criteria and Process**

There are three ways a client will leave AWP Drop-In: Placement, Denial of Services, or Voluntary discharge.

**Contractor Name:** Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term 07/01/2022 -06/30/2023**

**Placement:** Clients may stay at AWP Drop-In on a first-come-first-served basis until they receive a suitable immediate placement. Placements will first be made to other AWP programs when available (Shelter, HIV Care or SUD) (not funded in this Appendix). If AWP programs do not have availability in a suitable program AWP Drop-In Clinicians will place clients in shelter through the Coordinated Entry program, substance abuse care through SF DPH's Behavioral Health Access Point (BHAC) or other appropriate external placement as assessed by the Clinician. If an appropriate placement can not be found, clients may sit in the AWP Drop-In center overnight for an indefinite period of time.

**Denial of Services:** A Woman's Place Drop-In Center strives to prevent involuntary client discharge, which is critical to retention. At AWP, 1049 Howard Street site, we have extensive experience with individuals with severe behavioral health issues. We are able to accommodate and mediate a variety of behaviors that can result in discharges at other facilities. We use creative strategies to make accommodations without compromising the safety of our other clients. In addition, AWP employs a denial of service policy designed to maximize client access. AWP has never issued a denial of service greater than 90 days in duration. Typically, service denials are very short in duration and address immediate safety concerns. In the event that a client is denied services, AWP staff makes every effort to provide clients with information, resources and placement appropriate to their situation. Our staff draws from this extensive experience at AWP to similarly respond to the challenges of women at AWP Drop-In Center.

**Voluntary Discharge:** Of course, clients may choose to leave AWP Drop-In Center at any time. At the time of voluntary discharge every client will have access to information, resources and placement.

**Building Operations:** Community Forward SF is in a lease agreement contract with Building owners of 211 13th Street where all Drop-In women services will be delivered. CFSF will be responsible for as follows:

1. To maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to protect the health and safety of participants and staff (e.g., smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene).
2. Maintain and create Site logs, records of entry and exit, and manage key access for participants, partner agencies and onsite staff.
3. Laundry: Onsite laundry is available to all guests.
4. Janitorial/Facilities provide janitorial services that meet or exceed the DPH requirements and standards.

5. Furnishings and Participant Supplies: maintain and provide furnishings (e.g., towels/linens)

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Community Forward SF (AWP)

Contract ID 1000010020

FY 2022-23

February 1, 2023: Second Amendment

**Contractor Name:** Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term 07/01/2022 -06/30/2023**

and supplies (e.g., menstrual and oral hygiene products; soap) for participants.

6. Personal Protective Equipment (PPE): be responsible for monitoring PPE utilization and supply of PPE.

7. Biohazard Cleaning: coordinate with Janitor(s) to ensure that sites receive deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on Site.

8. Meals: Due to building codes, AWP Drop-in center is unable to cook meals onsite; however, we work with outside vendors such as Replate to offer free meals to guests whenever possible.

9. Storage: provide space for secure and pest-free storage of participant belongings, as appropriate for the Site.

## **Service Requirements**

### **A. Health Standards and Use of PPE:**

1. To prevent the spread of COVID-19, Grantee shall ensure that all onsite Site team members (e.g., staff and subcontractors) view the City-produced online safety training.

2 Ensure that all onsite staff and participants use appropriate PPE at all times in accordance with the most up to date DPH requirements.

3. Ensure all DPH requirements and guidelines are followed by onsite staff and participants (e.g., screening, distancing, isolation and quarantine)

**B. Security/De-Escalation:** provide security and de-escalation to ensure the safety of participants and staff and protection of property.

a. Safety services contracted through St. Anthony's Foundation Community Security Services (SAF), Swing 3-11:00pm and Night shift 11-7:00am will be covered.

- i. At least one employee or independent contractor of SAF will be on site to provide security services.
- ii. SAF shall monitor the sidewalk in front of the facility for activities that may pose a risk to staff and clients entering and exiting the facility. Outside of the facility, SAF shall report suspicious or criminal activities to law enforcement or other appropriate first responders as it deems appropriate in its sole discretion and provide such other support as SAF deems appropriate in its sole discretion.



**Contractor Name:** Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term 07/01/2022 -06/30/2023**

- iii. SAF shall monitor the interior of the facility at 211 13th Street for disruptive behavior on the part of any CFSF client. This includes physical and verbal behavior that is potentially harmful to the environment, facility, or person of any CFSF client or employee or hotel staff. SAF shall intervene with de-escalation techniques with the goal of resolving all situations without harm to anyone in the facility. When possible, SAF shall intervene with intention to retain all CFSF clients safely within the program. If efforts toward that goal prove ineffective, in consultation with available CFSF and DPH staff members on site, the SAF employee shall escort the client or clients who present harmful behavior out of the building. Physical contact with clients shall be avoided unless SAF employee deems it necessary to prevent immediate violence. In such cases, the minimum physical intervention necessary shall be employed. Under no circumstances will physical intervention be employed as punishment for past behavior or deterrent to future behavior. Under no circumstances shall a client be detained physically for the purposes of surrendering the client to law enforcement. SAF will not enforce facility rules unrelated to the immediate safety of clients and staff and shall instead report any observed or suspected client rule violations to CFSF management staff.
- iv. Limitations. SAF will not physically respond to any violent behaviors or behaviors that could potentially be harmful or violent to its employee, independent contractor or affiliate by any person. Physical response shall include, without limitation, any physical contact with or the use of any restraints on any person. The Client Safety Services are not a replacement for law enforcement. Any suspicious or criminal activities should be reported to law enforcement or other first responders.

C.

**6. Program Staffing**

See Appendix B-3 Salaries and Benefits detail

**7. Objectives and Measurements**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY 22-23.

**8. Continuous Quality Improvement**

- 1. The Outcome Objectives of A Woman's Place Drop-In Center are evaluated, monitored and tracked with the combined efforts of the Program Management. This process will be overseen by the VP of Client Services as well as the VP of Women Services.

**Contractor Name:** Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term 07/01/2022 -06/30/2023**

Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through the Avatar system. Charts are reviewed monthly the first Wednesday of the month in a Peer & Supervisor review format and finalized by the Director of Clinical Services. All reports will be submitted to the VP of Women's Services, and to the Chief Executive Officer. All required reports will also be submitted in a timely manner to respected funding sources.

3. During FY22/23 AWP staff will receive a minimum of 6 hours of training on topics of Cultural Competence, specifically Cultural Humility as well as the following: Motivational Interviewing, Co-Occurring Disorders, De-escalation, Trauma Informed care, and Harm Reduction. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.

4. A Woman's Place's Drop In Center participates in the BHS annual Client Satisfaction Survey period for those clients who are open in our Mental Health Outpatient Program. All survey results are analyzed by the Management team consisting of the Director of Clinical Services, Director of Women's Services, and the Deputy Director. Results of the survey and analysis are also submitted to the VP of Women's Services.

1. Achievement of contract performance objectives and productivity,
2. Quality of documentation, including a description of the frequency and scope of internal chart audits,
3. Cultural competency of staff and services,
4. Client satisfaction,
5. Timely completion and use of outcome data, including but not limited to, Assessment/ANSA, Treatment Plan, and progress note submission.

Evidence of CQI activities related to 1-4 above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these items, or outcome reports.

## **9. Required Language:**

Community Forward SF will provide required Language translation for our agency policies and other documentation. When specific documentation is forwarded from the San Francisco County Departments, these documents will be submitted already translated in the specified languages, such as: Chinese, Spanish, Tagalog, Russian, and Vietnamese.

## **Appendix B**

### **Calculation of Charges**

#### **1. Method of Payment**

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3.1, 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

#### **B. Final Closing Invoice**

##### **(1) Fee For Service Reimbursement:**

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

##### **(2) Cost Reimbursement:**

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

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

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to

CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and MHSA Fund of the CONTRACTOR'S allocation for the applicable fiscal year.

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

## 2. Program Budgets and Final Invoice

### A. Program are listed below:

Budget Summary  
Appendix B-1 – A Woman's Place (SA)  
Appendix B-2 -- A Woman's Place (MH)  
Appendix B-3– A Woman's Place Drop-In

### B. Compensation

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> 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 **Thirteen Million Six Hundred Thousand Dollars (\$13,600,000) for the period of July 1, 2018 through June 30, 2023.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$3,382.00** 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 to June 30, 2019	\$ 737,989
July 1, 2019 to June 30, 2020	\$ 2,480,032
July 1, 2020 to June 30, 2021	\$ 2,965,956
July 1, 2020 to June 30, 2021 One Time DV Amt	\$ 101,011
July 1, 2021 to June 30, 2022	\$ 3,403,408
July 1, 2022 to June 30, 2023	\$ 3,908,222
SubTotal July 1, 2018 to June 30, 2023	\$ 13,596,618
Contingency July 1, 2018 to June 30, 2023	\$ 3,382
Total July 1, 2018 to June 30, 2023	\$ 13,600,000

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

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

### **3. Services of Attorneys**

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

### **4. State or Federal Medi-Cal Revenues**

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

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

### **5. Reports and Services**

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

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

DHCS Legal Entity Number 01078		Document Date 2/1/2023		Appendix B, Page 1	
Contractor Name Community Forward SF		Fiscal Year 2022-2023			
Contract ID 1000010020		Funding Notification Date 09/08/22			
Contract Appendix Number	B-1	B-2	B-3		
Provider Number	383841	38BK	383820		
Program Name(s)	A Woman's Place SA	A Woman's Place MH	A Woman's Place Drop-In		
Program Code(s)	97027	38BKOP	88207		
Funding Term	7/1/22-6/30/23	7/1/22-6/30/23	7/1/22-6/30/23		
<b>FUNDING USES</b>					<b>TOTAL</b>
Salaries	543,413	565,563	611,117		1,720,094
Employee Benefits	163,024	169,669	183,335		516,028
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>706,437</b>	<b>735,232</b>	<b>794,452</b>		<b>2,236,122</b>
Operating Expenses	193,021	173,519	795,792		1,162,332
Capital Expenses	-	-	-		-
<b>Subtotal Direct Expenses</b>	<b>899,458</b>	<b>908,751</b>	<b>1,590,244</b>		<b>3,398,454</b>
Indirect Expenses	134,919	136,313	238,537		509,769
Indirect %	15.0%	15.0%	15.0%		15.0%
<b>TOTAL FUNDING USES</b>	<b>1,034,376</b>	<b>1,045,066</b>	<b>1,828,780</b>		<b>3,908,222</b>
			Employee Fringe Benefits %		30.0%
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>					
MH Adult Fed SDMC FFP (50%)		357,622			357,622
MH Adult County General Fund		687,444			687,444
					-
<b>AL BHS MENTAL HEALTH FUNDING SOURCES</b>	-	<b>1,045,066</b>	-	-	<b>1,045,066</b>
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>					
SUD County General Fund (Other Services)	1,034,376		1,828,780		2,863,156
					-
					-
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>1,034,376</b>	-	<b>1,828,780</b>	-	<b>2,863,156</b>
<b>OTHER DPH FUNDING SOURCES</b>					-
					-
					-
					-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	-	-	-	-	-
<b>TOTAL DPH FUNDING SOURCES</b>	<b>1,034,376</b>	<b>1,045,066</b>	<b>1,828,780</b>	-	<b>3,908,222</b>
<b>NON-DPH FUNDING SOURCES</b>					
					-
					-
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-	-	-	-
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>1,034,376</b>	<b>1,045,066</b>	<b>1,828,780</b>	-	<b>3,908,222</b>
Prepared By John Uselman/Nora Espinoza		Phone Number 415-322-0575			

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

DHCS Legal Entity Number	01078	Appendix #				B-1
Provider Name	Community Forward SF	Page #				2
Provider Number	383841	Fiscal Year				2022-2023
Contract ID Number	1000010020	Funding Notification Date				09/08/22
Program Name	A Woman's Place SA	A Woman's Place SA				
Program Code	97027	97027				
Mode/SFC (MH) or Modality (SA)	Res-51	Res-51				
Service Description	Residential Recovery - Long Term	BOS Addback				
Funding Term	7/1/22-6/30/23	7/1/22-6/30/23				
<b>FUNDING USES</b>						<b>TOTAL</b>
Salaries & Employee Benefits	442,771	263,666				706,437
Operating Expenses	4,513	188,508				193,021
Capital Expenses						-
<b>Subtotal Direct Expenses</b>	<b>447,284</b>	<b>452,174</b>	-	-		899,458
Indirect Expenses	67,093	67,826				134,919
<b>TOTAL FUNDING USES</b>	<b>514,377</b>	<b>520,000</b>	-	-		<b>1,034,376</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>						
						-
						-
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		-	-	-	-	-
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>					
SUD County General Fund (Other Services)	240646-10000-10001681-0008	514,376	520,000			1,034,376
		-				-
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>		<b>514,376</b>	<b>520,000</b>	-	-	<b>1,034,376</b>
<b>OTHER DPH FUNDING SOURCES</b>						
						-
						-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		-	-	-	-	-
<b>TOTAL DPH FUNDING SOURCES</b>		<b>514,376</b>	<b>520,000</b>	-	-	<b>1,034,376</b>
<b>NON-DPH FUNDING SOURCES</b>						
						-
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-	-	-	-	-
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>514,376</b>	<b>520,000</b>	-	-	<b>1,034,376</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>						
Number of Beds Purchased		13	13			
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)				
DPH Units of Service	2,835	2,835				
Unit Type	Bed Day	Bed Day	0	0		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	181.47	183.45	-	-		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	364.92	-	-	-		
Published Rate (Medi-Cal Providers Only)						<b>Total UDC</b>
Unduplicated Clients (UDC)	55	55				110

TOTAL SALARIES & BENEFITS	706,437	442,771	263,666	-	-	-	-
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## Appendix B - DPH 4: Operating Expenses Detail

Contract ID: 1000010020  
 Program Name: **A Woman's Place**  
 Program Code: 97027

Appendix #: B-1

Page #: 4

Fiscal Year: 2022-2023

Funding Notification Date: 09/08/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0008	BOS Addback 240646-10000-10001681-0008				
Funding Term	7/1/22-6/30/23	7/1/22-6/30/23	7/1/22-6/30/23				
Rent							
Utilities (telephone, electricity, water, gas)	-						
Building Repair/Maintenance	-	-	-				
<b>Occupancy Total:</b>	-	-	-	-	-	-	-
Office Supplies	1,887	1,887					
Photocopying	-						
Program Supplies	-						
Computer Hardware/Software	-						
<b>Materials &amp; Supplies Total:</b>	<b>1,887</b>	<b>1,887</b>	-	-	-	-	-
Training/Staff Development	1,918	1,918	-				
Insurance	-						
Permits	-						
Equipment Lease & Maintenance	-						
<b>General Operating Total:</b>	<b>1,918</b>	<b>1,918</b>	-	-	-	-	-
Local Travel	980	708	272				
Out-of-Town Travel	-						
Field Expenses	-						
<b>Staff Travel Total:</b>	<b>980</b>	<b>708</b>	<b>272</b>	-	-	-	-
St. Anthony's Security = \$40/hr X 8hrs per day X 1 staff X 7 days per week @ 35 weeks	78,400		78,400				
	-						
<b>Consultant/Subcontractor Total:</b>	<b>78,400</b>	-	<b>78,400</b>	-	-	-	-
Floor Repair	9,500	-	9,500				
Window Covering	9,000		9,000				
I/T Systems	7,000	-	7,000				
Commerical Oven / Stove	9,000	-	9,000				
Client Related Costs	12,000	-	12,000				
Client Food Costs	63,336	-	63,336				
<b>Other Total:</b>	<b>109,836</b>	-	<b>109,836</b>	-	-	-	-
<b>TOTAL OPERATING EXPENSE</b>	<b>193,021</b>	<b>4,513</b>	<b>188,508</b>	-	-	-	-

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

DHCS Legal Entity Number	01078					Appendix #	B-2
Provider Name	Community Forward SF					Page #	5
Provider Number	38BK					Fiscal Year	2022-2023
Contract ID Number	1000010020					Funding Notification Date	09/08/22
Program Name		A Woman's Place MH	A Woman's Place MH	A Woman's Place MH	A Woman's Place MH		
Program Code		38BKOP	38BKOP	38BKOP	38BKOP		
Mode/SFC (MH) or Modality (SA)		45/20-29	15/10-56	15/01-09	15/70-79		
Service Description		Commty Client Svc, MH Svcs, Brokerage, OP	MH Svcs	Case Mgt Brokerage	Crisis Intervention -OP		
Funding Term		7/1/22-6/30/23	7/1/22-6/30/23	7/1/22-6/30/23	7/1/22-6/30/23		
FUNDING USES						TOTAL	
Salaries & Employee Benefits		171,934	389,119	164,543	9,636	735,232	
Operating Expenses		40,577	91,834	38,833	2,274	173,519	
Capital Expenses				-	-	-	
Subtotal Direct Expenses		212,511	480,953	203,376	11,910	908,750	
Indirect Expenses		31,877	72,143	30,506	1,787	136,313	
TOTAL FUNDING USES		244,388	553,096	233,882	13,697	1,045,066	
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity						
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001		247,041	104,463	6,118	357,622	
MH Adult County General Fund	251984-10000-10001792-0001	244,388	306,057	129,420	7,579	687,444	
					-	-	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		244,388	553,098	233,883	13,697	1,045,066	
BHS SUD FUNDING SOURCES							
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-	
OTHER DPH FUNDING SOURCES							
						-	
						-	
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-	
TOTAL DPH FUNDING SOURCES		244,388	553,098	233,883	13,697	1,045,066	
NON-DPH FUNDING SOURCES							
		-				-	
						-	
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		244,388	553,098	233,883	13,697	1,045,066	
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service		719	52,707	23,525	1,305		
Unit Type		Staff Minute	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		339.90	10.49	9.94	10.50		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		339.90	10.49	9.94	10.50		
Published Rate (Medi-Cal Providers Only)		293.00	10.41	9.86	10.41	Total UDC	
Unduplicated Clients (UDC)		98	41	17	1	157	

TOTAL SALARIES & BENEFITS	735,232	735,232	-	-	-	-	-
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## Appendix B - DPH 4: Operating Expenses Detail

Contract ID: 1000010020

Program Name: **A Woman's Place MH**

Program Code: 38BKOP

Appendix #: B-2

Page #: 7

Fiscal Year: 2022-2023

Funding Notification Date: 09/08/22

Expense Categories & Line Items	TOTAL	251984-10000- 10001792-0001					
Funding Term	7/1/22-6/30/23	7/1/22-6/30/23					
Rent	72,516	72,516					
Utilities(telephone, electricity, water, gas)	18,000	18,000					
Building Repair/Maintenance	53,400	53,400					
<b>Occupancy Total:</b>	<b>143,916</b>	<b>143,916</b>	-	-	-	-	-
Office Supplies	9,375	9,375					
Photocopying	-						
Program Supplies	-						
Computer Hardware/Software	-						
<b>Materials &amp; Supplies Total:</b>	<b>9,375</b>	<b>9,375</b>	-	-	-	-	-
Training/Staff Development	-						
Insurance	12,500	12,500					
Permits	-						
Equipment Lease & Maintenance	-						
<b>General Operating Total:</b>	<b>12,500</b>	<b>12,500</b>	-	-	-	-	-
Local Travel	3,528	3,528					
Out-of-Town Travel	-						
Field Expenses	-						
<b>Staff Travel Total:</b>	<b>3,528</b>	<b>3,528</b>	-	-	-	-	-
	-						
	-						
<b>Consultant/Subcontractor Total:</b>	-	-	-	-	-	-	-
Janitorial	-	-					
Client Related Costs	4,200	4,200					
	-	-					
<b>Other Total:</b>	<b>4,200</b>	<b>4,200</b>	-	-	-	-	-
<b>TOTAL OPERATING EXPENSE</b>	<b>173,519</b>	<b>173,519</b>	-	-	-	-	-

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

DHCS Legal Entity Number		01078		Appendix #		B-3	
Provider Name		Community Forward SF		Page #		8	
Provider Number		383820		Fiscal Year		2022-2023	
Contract ID Number		1000010020		Funding Notification Date		09/08/22	

	Program Name	A Woman's Place Drop-In	BOS Addback A Woman's Place Drop-In			
	Program Code	88207	88207			
	Mode/SFC (MH) or Modality (SA)	SecPrev-18	SecPrev-18			
	Service Description	Early Intervention	Early Intervention			
	Funding Term	9/1/22-6/30/23	9/1/22-6/30/23			
<b>FUNDING USES</b>						<b>TOTAL</b>
	Salaries & Employee Benefits	685,391	109,061			794,452
	Operating Expenses	52,679	743,113			795,792
	Capital Expenses					-
	<b>Subtotal Direct Expenses</b>	<b>738,070</b>	<b>852,174</b>		-	1,590,244
	Indirect Expenses	110,711	127,826			238,537
	<b>TOTAL FUNDING USES</b>	<b>848,780</b>	<b>980,000</b>		-	<b>1,828,780</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>						
						-
						-
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		-	-		-	-
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>					
SUD County General Fund (Other Services)	240646-10000-10001681-0008	848,780	980,000			1,828,780
						-
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>		<b>848,780</b>	<b>980,000</b>		-	<b>1,828,780</b>
<b>OTHER DPH FUNDING SOURCES</b>	<b>Fund-Dept-Auth-Proj-Activity</b>					
						-
						-
						-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		-	-		-	-
<b>TOTAL DPH FUNDING SOURCES</b>		<b>848,780</b>	<b>980,000</b>		-	<b>1,828,780</b>
<b>NON-DPH FUNDING SOURCES</b>						
						-
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-	-		-	-
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>848,780</b>	<b>980,000</b>		-	<b>1,828,780</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>						
	Number of Beds Purchased					
	SUD Only - Number of Outpatient Group Counseling Sessions					
	SUD Only - Licensed Capacity for Narcotic Treatment Programs					
	Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
	DPH Units of Service	6,938	6,938			
	Unit Type	Hours	Hours			
	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	122.34	141.25			
	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	122.34	141.25			
	Published Rate (Medi-Cal Providers Only)					<b>Total UDC</b>
	Unduplicated Clients (UDC)	230	230			460

TOTAL SALARIES & BENEFITS	794,452	685,391	109,061	-	-	-	-
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## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000010020

Program Name: **A Woman's Place Drop-In**

Program Code: 88207

Appendix #: B-3

Page #: 10

Fiscal Year: 2022-2023

Funding Notification Date: 09/08/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0008	BOS - Addback 240646-10000-10001681-0008				
Funding Term	9-2022 - 6/2023	9-2022 - 6/2023	9-2022 - 6/2023				
Rent - 211 13th Street	119,000	34,000	85,000				
Rent - TBD (est. 15,000SQFT AT \$2.33 per mo. 3 mos.)	105,000		105,000				
Utilities(telephone, electricity, water, gas)	38,000	8,000	30,000				
Building Repair/Maintenance	51,167	10,349	40,818				
<b>Occupancy Total:</b>	<b>313,167</b>	<b>52,349</b>	<b>260,818</b>	-	-	-	-
Office Supplies	11,428		11,428				
Photocopying	-						
Program Supplies	-						
Computer Hardware/Software	-						
<b>Materials &amp; Supplies Total:</b>	<b>11,428</b>	-	<b>11,428</b>	-	-	-	-
Training/Staff Development	2,917		2,917				
Insurance	18,500	-	18,500	-			
Permits	-						
Equipment Lease & Maintenance	-	-	-				
<b>General Operating Total:</b>	<b>21,417</b>	-	<b>21,417</b>	-	-	-	-
Local Travel	1,960	330.00	1,630				
Out-of-Town Travel	-						
Field Expenses	-						
<b>Staff Travel Total:</b>	<b>1,960</b>	<b>330</b>	<b>1,630</b>	-	-	-	-
St. Anthony's Security = \$40/hr X 8hrs per day X 2 staff X 7 days per week @ 43 weeks (shared with HSH 65/35 split)	232,960		232,960				
necessary)	-						
<b>Consultant/Subcontractor Total:</b>	<b>232,960</b>	-	<b>232,960</b>	-	-	-	-
Furniture . Equip	23,000		23,000				
Built Out Drop In Showers	50,000		50,000				
Build out Commeicial Kitchen	70,000		70,000				
Office Space	25,000		25,000				
Client Related Costs	8,430		8,430				
Food & Food Preparations	38,430		38,430				
<b>Other Total:</b>	<b>214,860</b>	-	<b>214,860</b>	-	-	-	-
<b>TOTAL OPERATING EXPENSE</b>	<b>795,792</b>	<b>52,679</b>	<b>743,113</b>	-	-	-	-

## Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name	<b>Community Forward SF</b>	Page Number	11
Contract ID Number	<u>1000010020</u>	Fiscal Year	2022-2023
		Funding Notification Date	9/8/22

## 1. SALARIES & EMPLOYEE BENEFITS

<b>Position Title</b>	<b>FTE</b>	<b>Amount</b>
Chief Executive Officer	0.32	66,150
Office Administrator	0.32	25,200
Chief Financial Officer	0.32	59,850
Director of Finance	0.32	37,800
Revenue Accountant	0.32	28,350
Payroll Accountant	0.32	14,742
Chief People Officer	0.32	53,550
VP of Talent	0.32	36,225
Subtotal:	2.52	321,867
Employee Benefits:	30.0%	96,560
<b>Total Salaries and Employee Benefits:</b>		<b>418,427</b>

## 2. OPERATING COSTS

Expenses	Amount
Rental Of Property	29,892
Building Maintenance	
Office Supplies/Expenses	6,000
Utilities	6,900
Insurance	7,600
Staff Training	4,500
Legal & Professional	12,150
Equipment Rental	12,150
Equipment Maintenance	-
Audit & Accounting	11,000
Other Administrative Costs	1,149
<b>Total Operating Costs</b>	91,341
<b>Total Indirect Costs</b>	<b>509,768</b>



## **APPENDIX D**

### **Data Access Agreement**

#### **Article 1 Access**

##### **1.1 Revision to Scope of Access (RSA):**

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

##### **1.2 Primary and Alternate Agency Site Administrator.**

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

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

1.2.2 Communicating with the SFDPH IT Service Desk;

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

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

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

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

##### **1.3 SFDPH IT Service Desk.**

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

##### **1.4 Deprovisioning Schedule.**

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

##### **1.5 Active Directory.**

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

##### **1.6 Role Based Access.**

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

#### **1.7 Training Requirements.**

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

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

#### **1.8 Agency Data User Confidentiality Agreement.**

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

#### **1.9 Corrective Action.**

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

#### **1.10 User ID and Password.**

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

#### **1.11 Notification of Compromised Password.**

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

#### **1.12 Multi Factor Authentication.**

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

#### **1.13 Qualified Personnel.**

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

#### **1.14 Workstation/Laptop encryption.**

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

#### **1.15 Server Security.**

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

#### **1.16 Removable media devices.**

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

#### **1.17 Antivirus software.**

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

#### **1.18 Patch Management.**

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

#### **1.19 System Timeout.**

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

#### **1.20 Warning Banners.**

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

#### **1.21 Transmission encryption.**

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

#### **1.22 No Faxing/Mailing.**

City Data may not be faxed or mailed.

#### **1.23 Intrusion Detection.**

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

#### **1.24 Security of PHI.**

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

#### **1.25 Data Security and City Data**

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

#### **1.26 Data Privacy and Information Security Program.**

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

#### **1.27 Disaster Recovery.**

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

#### **1.28 Supervision of Data.**

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

#### **1.29 As Is Access.**

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

**1.30 No Technical or Administrative Support.**

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

**1.31 City Audit of Agency and Agency Data Users.**

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

**1.32 Minimum Necessary.**

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

**1.33 No Re-Disclosure or Reporting.**

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

**1.34 Health Information Exchange.**

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

**1.35 Subcontracting.**

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

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

## **Article 2 Indemnity**

### **2.1 Medical Malpractice Indemnification.**

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

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

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

## **Article 3 Proprietary Rights and Data Breach**

### **3.1 Ownership of City Data.**

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

### **3.2 Data Breach; Loss of City Data.**

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

Agency shall take:

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

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

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

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

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

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

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

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

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

### **3.3 Media Communications**

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



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

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

#### **A. SFDPH Care Link Requirements:**

##### **1. Connectivity.**

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

##### **2. Compliance with Epic Terms and Conditions.**

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

##### **3. Epic-Provided Terms and Conditions**

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

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

#### **A. SFDPH Epic Hyperspace and Epic Hyperdrive:**

##### **1. Connectivity.**

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

and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

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

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

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

**A. SFDPH myAvatar via WebConnect and VDI:**

**1. Connectivity.**

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

**2. Information Technology (IT) Support.**

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

**3. Access Control.**

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

## Attachment 2 to Appendix D

### Protected Information Destruction Order Purge Certification - Contract ID # 1000010020

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated August 3, 2022 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

**Electronic Data:** Per the Secretary’s guidance, the City will accept destruction of electronic Protected Information in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Data Sanitization (“NIST”).

**Hard-Copy Data:** Per the Secretary’s guidance, the City will accept destruction of Protected Information contained in paper records by shredding, burning, pulping, or pulverizing the records so that the Protected Information is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

\*\*\*\*\*

Contractor hereby certifies that Contractor has destroyed all Protected Information as directed by the City in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

#### So Certified

\_\_\_\_\_  
Signature

Title:  
\_\_\_\_\_

Date:  
\_\_\_\_\_

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity (“CE”), and Contractor, the Business Associate (“BA”) (the “Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

**RECITALS**

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

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

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

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

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

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

**1. Definitions.**

a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

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

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

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

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

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

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

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

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

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

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

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

## 2. Obligations of Business Associate.

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

**b. User Training.** The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

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

**d. Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

**e. Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

**h. Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of



## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

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

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

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

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

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

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

### 3. Termination.

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

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

#### 4. Amendment to Comply with Law.

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

## APPENDIX E



### San Francisco Department of Public Health Business Associate Agreement

#### **5. Reimbursement for Fines or Penalties.**

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

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

Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Office of Compliance and Privacy Affairs  
San Francisco Department of Public Health  
101 Grove Street, Room 330, San Francisco, CA 94102  
Email: [compliance.privacy@sfdph.org](mailto:compliance.privacy@sfdph.org)  
Hotline (Toll-Free): 1-855-729-6040

Contractor Name:		Contractor City Vendor ID	
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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)?						<input type="checkbox"/>	<input type="checkbox"/>
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?						<input type="checkbox"/>	<input type="checkbox"/>
	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.]						<input type="checkbox"/>	<input type="checkbox"/>
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.]						<input type="checkbox"/>	<input type="checkbox"/>
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?						<input type="checkbox"/>	<input type="checkbox"/>
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisory authorization to do so <b>AND</b> that health information is <b>only transferred or created on encrypted devices approved by SFDPH Information Security staff?</b>						<input type="checkbox"/>	<input type="checkbox"/>

### 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?	<input type="checkbox"/>	<input type="checkbox"/>
H	Have evidence in each patient's / client's chart or electronic file that a <a href="#">Privacy Notice</a> 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.)	<input type="checkbox"/>	<input type="checkbox"/>
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?	<input type="checkbox"/>	<input type="checkbox"/>
J	Document each disclosure of a patient's/client's health information for purposes <u>other than</u> treatment, payment, or operations?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>

**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](mailto: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:		Contractor City Vendor ID	
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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 #			
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](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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**Appendix F**  
**Invoice**







**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F  
PAGE A

Contract ID#  
1000010020

Contractor: **Community Forward San Francisco (Formerly CATS)**

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939

**BHS**

Funding Term: 07/01/2022 - 06/30/2023

PHP Division: Behavioral Health Services

INVOICE NUMBER: S04JL22

Template Version: Amend 2

Ct. PO No.: POHM SFGOV-0000661211

Fund Source: SUD County GF (Other Serv)

Invoice Period: July 2022

Final Invoice: (Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1 A Woman's Place SA PC# - 97027 240646-10000-10001681-0008</b>												
Res-51 Residential Recovery- Long Term	2,835	55			-	-	0%	0%	2,835	55	100%	100%
Res-51 BOS Addback	2,835	55			-	-	0%	0%	2,835	55	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 543,413.00	\$ -	\$ -	0.00%	\$ 543,413.00
Fringe Benefits	\$ 163,023.00	\$ -	\$ -	0.00%	\$ 163,023.00
<b>Total Personnel Expenses</b>	<b>\$ 706,436.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 706,436.00</b>
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ 1,887.00	\$ -	\$ -	0.00%	\$ 1,887.00
General Operating	\$ 1,918.00	\$ -	\$ -	0.00%	\$ 1,918.00
Staff Travel	\$ 980.00	\$ -	\$ -	0.00%	\$ 980.00
Consultant/Subcontractor	\$ 78,400.00	\$ -	\$ -	0.00%	\$ 78,400.00
Other: Floor Repair	\$ 9,500.00	\$ -	\$ -	0.00%	\$ 9,500.00
Window Covering	\$ 9,000.00	\$ -	\$ -	0.00%	\$ 9,000.00
I/T Systems	\$ 7,000.00	\$ -	\$ -	0.00%	\$ 7,000.00
Commercial Oven / Stove	\$ 9,000.00	\$ -	\$ -	0.00%	\$ 9,000.00
Client Related Costs	\$ 12,000.00	\$ -	\$ -	0.00%	\$ 12,000.00
Client Food Costs	\$ 63,336.00	\$ -	\$ -	0.00%	\$ 63,336.00
		\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 193,021.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 193,021.00</b>
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 899,457.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 899,457.00</b>
Indirect Expenses	\$ 134,919.00	\$ -	\$ -	0.00%	\$ 134,919.00
<b>TOTAL EXPENSES</b>	<b>\$ 1,034,376.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,034,376.00</b>
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:

Behavioral Health Services Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

Or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date



**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F  
PAGE A

Contract ID#  
1000010020

**Contractor: Community Forward San Francisco (Formerly CATS)**

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939

**BHS**

Funding Term: 07/01/2022 - 06/30/2023

PHP Division: Behavioral Health Services

INVOICE NUMBER: S06JL22

Template Version: Amend 2

Ct. PO No.: POHM SFGOV-0000661211 User Cd

Fund Source: SUD County - General Fund

Invoice Period: July 2022

Final Invoice: (Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-3 A Woman's Place - Drop In 240646-10000-100001681-0008</b>												
SecPrev-18 Early Intervention	6,938	230			-	-	0%	0%	6,938	230	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 611,117.00	\$ -	\$ -	0.00%	\$ 611,117.00
Fringe Benefits	\$ 183,335.00	\$ -	\$ -	0.00%	\$ 183,335.00
<b>Total Personnel Expenses</b>	<b>\$ 794,452.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 794,452.00</b>
Operating Expenses:					
Occupancy	\$ 313,167.00	\$ -	\$ -	0.00%	\$ 313,167.00
Materials and Supplies	\$ 11,428.00	\$ -	\$ -	0.00%	\$ 11,428.00
General Operating	\$ 21,417.00	\$ -	\$ -	0.00%	\$ 21,417.00
Staff Travel	\$ 1,960.00	\$ -	\$ -	0.00%	\$ 1,960.00
Consultant/Subcontractor	\$ 232,960.00	\$ -	\$ -	0.00%	\$ 232,960.00
Other: Furniture, Equip	\$ 23,000.00	\$ -	\$ -	0.00%	\$ 23,000.00
Built Out Drop In Showers	\$ 50,000.00	\$ -	\$ -	0.00%	\$ 50,000.00
Build out Commercial Kitchen	\$ 70,000.00	\$ -	\$ -	0.00%	\$ 70,000.00
Office Space	\$ 25,000.00	\$ -	\$ -	0.00%	\$ 25,000.00
Client Related Costs	\$ 8,430.00	\$ -	\$ -	0.00%	\$ 8,430.00
Food & Food Preparations	\$ 38,430.00	\$ -	\$ -	0.00%	\$ 38,430.00
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 795,792.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 795,792.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 1,590,244.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,590,244.00</b>
<b>Indirect Expenses</b>	<b>\$ 238,536.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 238,536.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 1,828,780.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,828,780.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:

Behavioral Health Services Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

Or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date



FILE NO. 220443

AMENDED IN COMMITTEE

5/25/2022

RESOLUTION NO. 259-22

1 [Contract Amendment - Community Forward SF Inc. - Substance Use Disorder and Mental  
2 Health Services - Not to Exceed \$13,100,000]

3 **Resolution approving Amendment No. 1 to the agreement between Community**  
4 **Forward SF Inc. and the Department of Public Health, for Substance Use Disorder and**  
5 **Mental Health Services, to increase the agreement by \$3,551,892 for an amount not to**  
6 **exceed \$13,100,000; to extend the term by one year, from June 30, 2022, for a total**  
7 **agreement term of July 1, 2018, through June 30, 2023; and to authorize the**  
8 **Department of Public Health to enter into amendments or modifications to the contract**  
9 **prior to its final execution by all parties that do not materially increase the obligations**  
10 **or liabilities to the City and are necessary to effectuate the purposes of the contract or**  
11 **this Resolution.**

12  
13 WHEREAS, The Department of Public Health (DPH) selected Community Forward SF  
14 (CFSF) through two Request for Proposal (RFP) processes, RFP 26-2016, issued on August  
15 27, 2016, and RFP 8-2017, issued on August 23, 2017, to provide substance use disorder  
16 and mental health services, providing prevention services, outpatient crisis intervention  
17 services, case management, case management brokerage and community client services;  
18 and

19 WHEREAS, DPH entered into an agreement on July 1, 2018, to provide these services  
20 for four years, with the term of July 1, 2018, through June 30, 2022, in an amount not to  
21 exceed \$9,548,108, and

22 WHEREAS, The DPH wishes to increase the agreement by \$3,551,892 for an amount  
23 not to exceed \$13,100,000; to extend the term by one year, from June 30, 2022, for a total  
24 agreement term of July 1, 2018, through June 30, 2023; now, therefore, be it  
25

8 FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of  
9 Public Health to enter into any amendments or modifications to the contract, prior to its final  
10 execution by all parties, that the Department determines, in consultation with the City  
11 Attorney, are in the best interests of the City, do not otherwise materially increase the  
12 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of  
13 the contract, and are in compliance with all applicable laws; and be it

14 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed  
15 by all parties, the Director of Health and/or the Director of the Office of Contract  
16 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for inclusion  
17 into the official File No. 220443.

18  
19 RECOMMENDED

20	/s/
----	-----

21 Dr. Grant Colfax  
22 Director of Health



## City and County of San Francisco

### Tails Resolution

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 220443

**Date Passed:** June 07, 2022

Resolution approving Amendment No. 1 to the agreement between Community Forward SF Inc. and the Department of Public Health, for Substance Use Disorder and Mental Health Services, to increase the agreement by \$3,551,892 for an amount not to exceed \$13,100,000; to extend the term by one year from June 30, 2022, for a total agreement term of July 1, 2018, through June 30, 2023; and to authorize the Department of Public Health to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract or this Resolution.

May 18, 2022 Budget and Finance Committee - CONTINUED

May 25, 2022 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

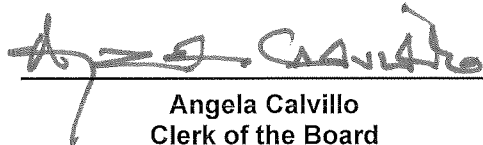
May 25, 2022 Budget and Finance Committee - RECOMMENDED AS AMENDED


June 07, 2022 Board of Supervisors - ADOPTED

Ayes: 11 - Chan, Dorsey, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 220443

**I hereby certify that the foregoing  
Resolution was ADOPTED on 6/7/2022 by  
the Board of Supervisors of the City and  
County of San Francisco.**

  
Angela Calvillo  
Clerk of the Board

  
London N. Breed  
Mayor

6/10/22  
Date Approved



**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**Third Amendment**

THIS AMENDMENT (this “Amendment”) is made as of March 1, 2023, in San Francisco, California, by and between **Community Forward SF** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term, increase the contract amount and update standard contractual clauses; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-26-2016 and RFP-8-2017 issued on August 27, 2016 and August 23, 2017 respectively and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained on December 16, 2019 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 48652-16/17 in the amount of \$367,880,000 for the period commencing July 1, 2017 and ending June 30, 2027; and

WHEREAS, approval for this Amendment was obtained on July 15, 2019 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of \$292,051,200 for the period commencing January 1, 2018 and ending December 31, 2027; and

WHEREAS, approval for this Amendment under S.F. Charter 9.118 was obtained when the Board of Supervisors approved Resolution No. 296-23 on June 7, 2023.

NOW, THEREFORE, Contractor and the City agree as follows:

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

**1.1 Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2018 between Contractor and City, as amended by the:

First Amendment dated June 1, 2022; and the

Second Amendment dated February 1, 2023;

**1.2 Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**Article 2 Modifications to the Agreement**

The Agreement is hereby modified as follows:

**2.1 Term of the Agreement. Section 2.1 Term of the Agreement currently reads as follows:**

2.1 The term of this Agreement shall commence on (i) July 1, 2018 and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

**Such section is hereby amended in its entirety to read as follows:**

2.1 The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2025, unless earlier terminated as otherwise provided herein

**2.2 Compensation.** *Section 3.3.1 Calculation of Charges currently reads as follows:*

**3.3.1 Calculation of Charges**

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<sup>4</sup> 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 **Thirteen Million Six Hundred Thousand Dollars (\$13,600,000)**. 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. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

**Such section is hereby amended in its entirety to read as follows:**

**3.3.1 Calculation of Charges**

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<sup>4</sup> for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty Two Million Two Hundred Ninety-Eight Thousand Forty Two Dollars (\$22,298,042)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

**2.3 Insurance.** *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.1 in its entirety.*

**5.1 Insurance**

**5.1.1 Required Coverages.** Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$3,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Policy must include Abuse and Molestation coverage.

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation Insurance, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved. (Technology Errors and Omissions Liability Coverage).

(f) Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Reserved. (Pollution Liability Insurance).

(h) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

### **5.1.2 Additional Insured Endorsements**

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved. Pollution Auto Liability Insurance Additional Insured Endorsement

### **5.1.3 Waiver of Subrogation Endorsements**

(a) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

### **5.1.4 Primary Insurance Endorsements**

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved. (Pollution Liability Insurance Primary Insured Endorsement). policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

### **5.1.5 Other Insurance Requirements**

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: [insurance-contractsrms410@sfdph.org](mailto:insurance-contractsrms410@sfdph.org).

(d) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(e) 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.

(f) 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.

(g) 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.

(h) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

**2.4 Appendices A, A-1, A-2 and A-3 dated 07/01/22 are hereby added to the Agreement for 2022-23.**

**2.5 Appendices B, B-1, B-2 and B-3 dated 07/01/22 are hereby added to the Agreement for 2022-23.**

**2.6 Appendix F dated 2/27/23 are hereby added to the Agreement for 2022-23.**

### **Article 3 Effective Date**

**Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the effective date of the agreement.

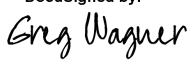
### **Article 4 Legal Effect**

**Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first mentioned above.

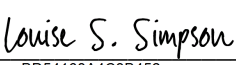
**CITY**

Recommended by:

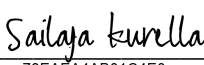
DocuSigned by:  
  
28527524752949F... 7/18/2023 | 12:10 PM PDT  
Grant Colfax  
**Director of Health**  
**Department of Public Health**

Approved as to Form:

David Chiu  
City Attorney

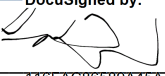
By: DocuSigned by:  
  
BD54168A4C3B452... 7/12/2023 | 9:03 AM PDT  
Louise Simpson  
Deputy City Attorney

Approved:

DocuSigned by:  
  
78EAF44AB01C4E0... 7/26/2023 | 5:25 PM PDT  
Sailaja Kurella  
Director, Office of Contract Administration, and  
Purchaser

**CONTRACTOR**

**Community Forward SF**

DocuSigned by:  
  
116FAC86589A45A... 7/11/2023 | 1:13 PM PDT  
**KARA ZORDEL**  
**Chief Executive Director**  
1171 Mission Street  
San Francisco, CA 94103

City Supplier ID:  
0000022483

## **Appendix A**

### **Scope of Services – DPH Behavioral Health Services**

#### **1. Terms**

##### **A. Contract Administrator:**

In performing the Services hereunder, Contractor shall report to Anthony Buckman, Program Manager, Contract Administrator for the City, or his / her designee.

##### **B. Reports:**

Contractor shall submit written reports as requested by the City. The format for the content of such reports shall be determined by the City. The timely submission of all reports is a necessary and material term and condition of this Agreement. All reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

##### **C. Evaluation:**

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

##### **D. Possession of Licenses/Permits:**

Contractor warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

##### **E. Adequate Resources:**

Contractor agrees that it has secured or shall secure at its own expense all persons, employees and equipment required to perform the Services required under this Agreement, and that all such Services shall be performed by Contractor, or under Contractor's supervision, by persons authorized by law to perform such Services.

##### **F. Admission Policy:**

Admission policies for the Services shall be in writing and available to the public. Except to the extent that the Services are to be rendered to a specific population as described in the programs listed in Section 2 of Appendix A, such policies must include a provision that clients are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status.

##### **G. San Francisco Residents Only:**

Only San Francisco residents shall be treated under the terms of this Agreement. Exceptions must have the written approval of the Contract Administrator.

##### **H. Grievance Procedure:**

Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director of Public Health or his/her designated agent (hereinafter referred to as "DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

**I. Infection Control, Health and Safety:**

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

(2) Contractor must demonstrate personnel policies/procedures for protection of staff and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

(4) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

(5) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(6) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(7) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including safe needle devices, and provides and documents all appropriate training.

(8) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

**J. Aerosol Transmissible Disease Program, Health and Safety:**

(1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

(2) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(3) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(4) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

K. Acknowledgment of Funding:

Contractor agrees to acknowledge the San Francisco Department of Public Health in any printed material or public announcement describing the San Francisco Department of Public Health-funded Services. Such documents or announcements shall contain a credit substantially as follows: "This program/service/activity/research project was funded through the Department of Public Health, City and County of San Francisco."

L. Client Fees and Third-Party Revenue:

(1) Fees required by Federal, state or City laws or regulations to be billed to the client, client's family, Medicare or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Agreement.

(2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City, but will be settled during the provider's settlement process.

M. DPH Behavioral Health Services (BHS) Electronic Health Records (EHR) System

Treatment Service Providers use the BHS Electronic Health Records System and follow data reporting procedures set forth by SFDPH Information Technology (IT), BHS Quality Management and BHS Program Administration.

N. Patients' Rights:

All applicable Patients' Rights laws and procedures shall be implemented.

O. Under-Utilization Reports:

For any quarter that CONTRACTOR maintains less than ninety percent (90%) of the total agreed upon units of service for any mode of service hereunder, CONTRACTOR shall immediately notify the Contract Administrator in writing and shall specify the number of underutilized units of service.

P. Quality Improvement:



CONTRACTOR agrees to develop and implement a Quality Improvement Plan based on internal standards established by CONTRACTOR applicable to the SERVICES as follows:

- 1) Staff evaluations completed on an annual basis.
- 2) Personnel policies and procedures in place, reviewed and updated annually.
- 3) Board Review of Quality Improvement Plan.

Q. Working Trial Balance with Year-End Cost Report

If CONTRACTOR is a Non-Hospital Provider as defined in the State of California Department of Mental Health Cost Reporting Data Collection Manual, it agrees to submit a working trial balance with the year-end cost report.

R. Harm Reduction

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution # 10-00 810611 of the San Francisco Department of Public Health Commission.

S. Compliance with Behavioral Health Services Policies and Procedures

In the provision of SERVICES under BHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by BHS, as applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

T. Fire Clearance

Space owned, leased or operated by San Francisco Department of Public Health providers, including satellite sites, and used by CLIENTS or STAFF shall meet local fire codes. Providers shall undergo of fire safety inspections at least every three (3) years and documentation of fire safety, or corrections of any deficiencies, shall be made available to reviewers upon request.”

U. Clinics to Remain Open:

Outpatient clinics are part of the San Francisco Department of Public Health Community Behavioral Health Services (CBHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the CBHS Behavioral Health Access Center (BHAC) to individuals requesting services from the clinic directly, and to individuals being referred from institutional care. Clinics serving children, including comprehensive clinics, shall remain open to referrals from the 3632 unit and the Foster Care unit. Remaining open shall be in force for the duration of this Agreement. Payment for SERVICES provided under this Agreement may be withheld if an outpatient clinic does not remain open.

Remaining open shall include offering individuals being referred or requesting SERVICES appointments within 24-48 hours (1-2 working days) for the purpose of assessment and disposition/treatment planning, and for arranging appropriate dispositions.

In the event that the CONTRACTOR, following completion of an assessment, determines that it cannot provide treatment to a client meeting medical necessity criteria, CONTRACTOR shall be responsible for the client until CONTRACTOR is able to secure appropriate services for the client.

CONTRACTOR acknowledges its understanding that failure to provide SERVICES in full as specified in Appendix A of this Agreement may result in immediate or future disallowance of payment for such SERVICES, in full or in part, and may also result in CONTRACTOR'S default or in termination of this Agreement.

V. Compliance with Grant Award Notices:

Contractor recognizes that funding for this Agreement may be provided to the City through federal, State or private grant funds. Contractor agrees to comply with the provisions of the City's agreements with said funding sources, which agreements are incorporated by reference as though fully set forth.

Contractor agrees that funds received by Contractor from a source other than the City to defray any portion of the reimbursable costs allowable under this Agreement shall be reported to the City and deducted by Contractor from its billings to the City to ensure that no portion of the City's reimbursement to Contractor is duplicated.

**2. Description of Services**

Contractor agrees to perform the following Services:

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

The detailed description of services is listed below and are attached hereto:

Appendix A-1 – A Woman's Place

Appendix A-2 -- A Woman's Place Behavioral Health

Appendix A-3– A Woman's Place Drop-In

**3. Services Provided by Attorneys.** Any services to be provided by a law firm or attorney to the City must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Contractor Name: Community Forward SF, Inc  
Program Name: A Woman's Place

**Appendix A-1**  
**Funding Term 07/01/2022 - 06/30/2023**

**1. Identifiers:**

Program Name: A Woman's Place  
Program Address: 1049 Howard St.  
City, State, ZIP: San Francisco CA 94103  
Telephone/FAX: 415-487-2140/415-487-2142  
Website Address: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Contractor: Community Forward SF  
Contractor Address: 1171 Mission St., 2<sup>nd</sup> Fl.  
City, State, Zip: San Francisco, CA 94103  
Website: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Persons Completing this Narrative: Solange Bonilla-Leahy, VP Client Service  
Telephone: 415-241-1199  
Email: [solange.bleahy@communityforwardsf.org](mailto:solange.bleahy@communityforwardsf.org)

Program Code(s): 97027

**2. Nature of Document:**

☐ Original ☐ **Third Amendment** ☐ Revision to Program  
Budgets

**3. Goal Statement:**

By design, A Woman's Place (AWP) is to provide a safe, supportive living environment to homeless women of all ethnicities and who may have co-occurring disorders. Women at AWP can also access individual and group mental health services through AWP Mental Health Outpatient Program. Stabilization Support Beds are a low threshold opportunity for female-identified clients experiencing barriers to accessing services.

**4. Priority Population:**

A Woman's Place (AWP) will serve all ethnicities and populations within San Francisco with focused expertise to meet the unique needs of those with low or no income, cis-gender and transgender women, who have experienced chronic homelessness. Our priority populations are cis- and transgender-identified women, women of color, and women with diverse sexual orientations as well as those who are dually or multiply diagnosed. Our clients include those with long term histories of substance use, survivors of domestic and interpersonal violence and/or sexual and physical assaults, those with positive HIV/AIDS statuses, those who meet medical necessity for mental health diagnoses, justice-involved individuals, and women with a history of an inability to utilize existing services. Clients are 18 years & older, with an emphasis on women at serious risk, living in and around the Tenderloin, South of Market, and Mission Districts of San Francisco.

Contractor Name: Community Forward SF, Inc  
Program Name: A Woman's Place

Appendix A-1  
Funding Term 07/01/2022 - 06/30/2023

## **5. Modalities/Interventions:**

**See Appendix B-1 CRDC**

## **6. Methodology:**

### **1. Outreach, Recruitment, Promotion, and Advertisement:**

AWP offers a safe environment where the most fundamental needs for safety, nourishment, and care are met. Women are encouraged to engage with support staff and support services both within the building and in the community, as they feel safe to do so. Both frontline and clinical staff remain attentive and engaged at all times; staff are extensively trained in crisis intervention and de-escalation should issues arise that require immediate intervention. Clients who reside onsite are required to enroll in individual and group mental health services located at AWP, offered through our Mental Health Outpatient Program.

Engagement is encouraged through building strong community support among clients and staff with the integration of social justice and social accountability models. Community building is fostered via both emotional support and progress groups as well as social, recreational activities. Clients commit to a minimum of one individual therapy session per week with clinical staff and a minimum of 3 support groups per week. Clients can also access an array of resources including the aforementioned individual therapy and daily groups, on site nursing care, referrals for primary care and psychiatric evaluation, case management and care coordination, special events and outings, mindful meditation activities, and a daily, morning walk-and-talk group.

Clinical staff members are trained to assess and evaluate for mental health issues, develop and collaborate on treatment planning with clients, and utilize appropriate therapeutic interventions and referrals, as appropriate. Mental Health Rehabilitation Specialists, or Clinicians, are trained in diverse, culturally responsive, and trauma-informed orientations and modalities to engage, retain, and provide evidence-based and effective therapeutic treatment to our clients.

### **B. Admission:**

AWP does not utilize a rigid admission policy. When further stabilization and/or isolation is appropriate, we require that they spend 5-14 days in Stabilization shelter beds. Admission was also granted to eligible clients, who could provide a negative COVID test upon entry. Eligible clients are required to live cooperatively in a communal setting and be willing and

Contractor Name: Community Forward SF, Inc  
Program Name: A Woman's Place

Appendix A-1  
Funding Term 07/01/2022 - 06/30/2023

able to attend mandatory individual and group sessions. Though this is not criteria for admission, clients are expected to pay 30% of their income as program fees.

### **C. Program Description:**

AWP offers a low-threshold, safe place for women who are experiencing homelessness and are in need of stabilization during COVID-19 and beyond. AWP provides not only shelter but a dorm-style, congregate setting, including 3 meals a day, therapeutic and recreational activities as well as opportunities for community and social engagement. Frontline staff offer regular emotional support and resource offerings as well as facilitate daily activities, such as meals. Site Supervisor(s) facilitate monthly community meetings and offer opportunities for mediation, when needed.

At the time of intake, the client receives a packet containing both internal and external grievance policies and the process is explained. Grievance policies are also posted in client areas.

Clients are required to enroll in AWP MHOP while engaged in daily programming. Each woman entering AWP receives a preliminary assessment to determine medical necessity and appropriate levels of care and/or services needed. Clients receive assessment and diagnosis by a licensed clinician or a registered Associate Marriage & Family Therapist (AMFT) and individual and group therapy provided by a Mental Health Rehabilitation Specialist, or Clinician. Clinicians will assess each client by using the Adult/Older Adult Combined Assessment and will collaborate with the client on developing an individualized Treatment Plan of Care.

AWP MHOP uses evidence-based interventions focused on trauma-informed care, harm-reduction offerings, and holistic, therapeutic care, including the advent of mindfulness protocols. Clients will meet with their individual therapist at least one time per week or with more frequency when necessary. Clients will also engage in group therapies, which are offered on a daily basis. Groups include but are not limited to Morning Walk & Talk, Trauma & Art Therapy, Music Therapy, Mindfulness Based Relapse Prevention, Building Bridges: Building Resilient Relationships, Process Groups, and more. The most highly utilized interventions in individual and/or group therapies include de-escalation and stabilization, crisis intervention, trauma-informed care and trauma recovery practices, somatic process work and interventions, harm reduction and education, motivational interviewing, art and music therapies, narrative therapy approaches, strength based interventions, intra-personal and interpersonal skill-building, case management, as well as referrals for support services and linkages to permanent housing.

### **D. Progression/ Exit Criteria:**

We are constantly working towards women progressing through their care and leaving homelessness through achieving their placement goals of permanent housing. During

Contractor Name: Community Forward SF, Inc  
 Program Name: A Woman's Place

**Appendix A-1**  
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COVID-19, our clients have largely sustained their stabilization by remaining in the program. On some occasions, clients were able to reunite with family members and did transition away from programming and into familial residents.

The goal of our program is for clients to achieve stabilization, gain personal insight and sustainable intrapersonal and interpersonal skills that promote financial, vocational and residential independence. We collaborate with each client on a discharge plan that is attainable while also assessing a client's readiness for independence and the establishment of her social support systems. Because of the existence of our MHOP, we are able to maintain therapeutic relationships with each client as they exit into the community and continue to provide supportive services to them for the duration of their eligibility and desire for care.

#### **E. Program Staffing:**

**Refer to Appendix B-1**

#### **7. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS A/OA Performance Objectives FY 22-23.

#### **8. Continuous Quality Improvement :**

1. The Outcome Objectives of A Woman's Place are evaluated, monitored and tracked with the combined efforts of the Program Management. This process will be overseen by the VP of Women's Services .
2. Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through the Avatar system. UOS and UDC reports are submitted by the Site Supervisor(s) and reviewed by Director of Client Services on a monthly basis.
3. During FY 22/23 AWP staff will receive a minimum of 6 hours of training on topics of Cultural Competency, specifically Cultural Humility, as well as the following: Motivational Interviewing, Co-Occurring Disorders, and Harm Reduction to improve staff's ability to appropriately provide care to clients. The Director of Clinical Services will ensure that all staff funded under this contract will receive a minimum of 6 hrs. training on Motivational Interviewing, Co-Occurring Disorders and Harm Reduction. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.

Contractor Name: Community Forward SF, Inc  
Program Name: A Woman's Place

**Appendix A-1**  
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4. A Woman's Place participates in the BHS annual Client Satisfaction Survey period. To address issues not covered in that survey AWP uses an internal survey instrument throughout the contract period. All survey results are analyzed by the Management team consisting of the VP of Client Services, VP of Women's sServices, Director of Mental Health Services, and the Direct of Women's Services. Results of the survey and analysis are also submitted to the CEO and COO.

Evidence of CQI activities related to 1-4 above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these items, and outcome reports.

#### **8. Required Language:**

Community Forward SF will provide required Language translation for our agency policies and other documentation. When specific documentation is forwarded from the San Francisco County Departments, these documents will be submitted already tyranslated in the specified languages, such as: Chinese, Spanish, Tagalog, Russian, and Vietnamese.

Contractor Name: Community Forward SF  
 Program Name: A Woman's Place

**Appendix A- 2**  
**Funding Term 07/01/2022 - 06/30/2023**

# **1. Identifiers Program Name:** A Woman's Place Behavioral Mental Health

## Main Clinic:

A Woman's Place  
 1049 Howard St  
 San Francisco, CA 94103  
 (415) 487-2140  
 FAX: (415) 487-2142

## Field Site:

Medical Respite  
 1171 Mission Street  
 San Francisco, CA 94103  
 (415) 293-7360  
 (415) 487-2142

Contractor: Community Forward SF  
 Contractor Address: 1171 Mission St., 2<sup>nd</sup> Fl.  
 City, State, Zip: San Francisco, CA 94103  
 Website: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Persons Completing this Narrative: Solange Bonilla-Leahy, VP Client Services  
 Telephone: 415-241-1199  
 Email: [solange.bleahy@communityforwardsf.org](mailto:solange.bleahy@communityforwardsf.org)

Program Code: 38BKOP

# **2. Nature of Document:**

☐ Original

☐ Third Amendment

☐ RPB

# **3. Goal Statement:**

The goal of A Woman's Place Mental Health Outpatient Program (AWP-MHOP) program is to provide trauma-informed, gender-specific care to all races, ethnicities, and cultures of female-identified populations with a specific focus on the unique experiences of cis and transgender women. Our services are offered in the form of low-threshold outpatient mental health services targeted to the complex needs of multiply diagnosed homeless women, with close linkages to primary care, case management, residential substance abuse and HIV transitional housing and care.

# **4. Priority Population:**

A Woman's Place (AWP) will serve all ethnicities and populations within San Francisco and AWP-MHOP focuses on the unique cultural experiences of cis and transgender women. AWP-MHOP provides services to women ages 18 to 65+ who suffer from mental health issues and who experience homelessness. Our clients are often survivors of domestic and interpersonal violence and reside in and around the Tenderloin, Mission District, and South of Market neighborhoods.



Contractor Name: Community Forward SF  
Program Name: A Woman's Place

**Appendix A- 2**  
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## **5. Modality(ies)/Interventions:**

**See CRDC B-2 UOS Allocation**

## **6. Methodology:**

### ***A. Outreach, Recruitment, Promotion, and Advertisement***

AWP-MHOP conducts outreach at multiple sites within Community Forward SF programs and into the community. Clients are offered a safe environment where their most fundamental needs for safety, nourishment, and care is met. As trust builds, women will be encouraged to return for continued support. Clinical staff remain attentive and engaged at all times, and extensively trained in de-escalation and quickly intervene at the first signs of conflict. Clients who consent to outpatient mental health services at the 1049 Howard location are enrolled into the AWP Mental Health Outpatient Program.

Engagement is encouraged through building strong community support among clients and staff with the integration of social justice and social accountability models. Community building is fostered via both emotional support and progress groups as well as social, recreational activities. Clients commit to a minimum of one individual therapy session per week with clinical staff and a minimum of 3 support groups per week. Clients can also access an array of resources including the aforementioned individual therapy and daily groups, on site nursing care, referrals for primary care and psychiatric evaluation, case management and care coordination, special events and outings, mindful meditation activities, and a daily, morning walk-and-talk group.

Clinical staff members are trained to assess and evaluate for mental health issues, develop and collaborate on treatment planning with clients, and utilize appropriate therapeutic interventions and referrals. Mental Health Rehabilitation Specialists, or Clinicians, are trained in diverse, culturally responsive, and trauma-informed orientations and modalities to engage, retain, and provide evidence-based and effective therapeutic treatment to our clients.

### ***B. Admission, Enrollment and/or Intake Criteria and Process Where Applicable***

AWP-MHOP is a safe place for women, who are both high utilizers of multiple systems (HUMS) as well as under-utilizers of care. Therefore, AWP-MHOP will serve all female-identified persons who are homeless and over age 18.

Contractor Name: Community Forward SF  
Program Name: A Woman's Place

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**Funding Term 07/01/2022 - 06/30/2023**

### ***C. Service Delivery Model***

AWP-MHOP uses evidence-based interventions focused on trauma-informed care, harm-reduction offerings, and holistic, therapeutic care, including the advent of mindfulness protocols. Clients receive assessment and diagnosis by a licensed clinician or a registered Associate Marriage & Family Therapists (AMFT) and individual and group therapy provided by a Mental Health Rehabilitation Specialist, or Clinician. All services and clinical documentation are overseen by a Supervising Clinician, who is licensed in the field.

Each woman entering AWP-MHOP receives a preliminary assessment to determine medical necessity and appropriate levels of care and/or services needed. Clinicians will assess each client who is willing to engage with care by using the Adult/Older Adult Combined Assessment and will collaborate with the client on developing an individualized Treatment Plan of Care. Clients will meet with their individual therapist at least one time per week or with more frequency when necessary. Clients will also engage in group therapies, which are offered on a daily basis. The most highly utilized interventions in individual and/or group therapies include de-escalation and stabilization, crisis intervention, trauma-informed care and trauma recovery practices, somatic process work and interventions, harm reduction and education, motivational interviewing, art and music therapies, narrative therapy approaches, strength based interventions, intra-personal and interpersonal skill-building, case management, as well as referrals for support services and linkages to permanent housing.

### ***D. Exit Criteria and Process***

In the event that upon assessment, a client no longer meets medical necessity, they are discharged from AWP-MHOP and referred to an appropriate level of care based on their functionality and mental health needs.

When ready, clients can be transitioned from AWP Drop-In site to AWP's 1049 Howard Street in-house continuum of care. This broad spectrum of services is provided in an environment where clients already feel comfortable and have established relationships. Although housed in two sites, AWP's programs will work closely together to provide a full array of resources to AWP-MH clients. Clients not successful or satisfied in one program can transition between programs or to other appropriate community services.

### ***E. Program's Staffing:***

See Appendix B-2 Salaries and Benefits detail

## **7. Objectives and Measurements:**

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Community Forward SF (AWP)  
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All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY 22-23.

## **7. Continuous Quality Improvement:**

1. The Outcome Objectives of A Woman's Place Mental Health Outpatient Program are evaluated, monitored and tracked with the combined efforts of the Program Management. This process will be overseen by the Director of Clinical Services.
1. Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report. Charts are reviewed monthly the first Wednesday of the month in a Supervisor and Peer review format and finalized by the Director of Clinical Services. All reports will be submitted to the VP of Client Services and to the Chief Executive Officer. All required reports will also be submitted in a timely manner to their respective funding sources.
3. During FY 22-23 AWP staff will receive training on topics of Cultural Competency specifically Cultural Humility as well as the following: Motivational Interviewing, Co-Occurring Disorders, and Harm Reduction to improve staff's ability to treat the needs of clients in our care. Clinicians and clinical supervisor(s) will receive clinical training monthly on various topics, including specific modalities and orientations of treatment, specialties in clinical treatment, and community resources and referrals processes. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.
4. A Woman's Place participates in the BHS annual Client Satisfaction Survey period. To address issues not covered in that survey, AWP uses an internal survey instrument throughout the contract period. All survey results are analyzed by the Management team consisting of the Director of Clinical Services, Director of Programs, and the Site Supervisor. Results of the survey and analysis are also submitted to the VP of Client Services.
5. Timely completion and use of outcome data for Mental Health services is monitored through the Combined Assessment, Treatment Plan and submission of progress notes.

Evidence of CQI activities related to 1-5 above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these items, and outcome reports.

Contractor Name: Community Forward SF  
Program Name: A Woman's Place

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**Funding Term 07/01/2022 - 06/30/2023**

**8. Required Language: N/A**

**Contractor Name:** Community Forward SF  
**Program Name:** A Woman's Place Drop-in Center

**Appendix A- 3**  
**Funding Term** 07/01/2022-06/30/2023

## 1. Identifier

Program Name: A Woman's Place Drop-In Center  
Program Address: 211-13<sup>th</sup> Street, San Francisco, CA 94103  
Telephone: (415) 293-7360  
Facsimile: (415) 487-2142  
Website: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Contractor: Community Forward SF  
Contractor Address: 1171 Mission St., 2<sup>nd</sup> Fl.  
City, State, Zip: San Francisco, CA 94103  
Website: [www.communityforwardsf.org](http://www.communityforwardsf.org)

Executive Director/Program Director: Kara Zordel, Chief Executive Officer  
Telephone: 415-(415) 241-1194  
Email Address: [kara.zordel@communityforwardsf.org](mailto:kara.zordel@communityforwardsf.org)

Program Code: 88207

### 1. Nature of Document:

☐ Original ☒ **Third Amendment** ☐ Revision to Program Budgets

### 2. Goal Statement

The goal of A Woman's Place (AWP) Drop-In Center is to provide trauma-informed behavioral health services to all ethnicities and populations with a special focus on gender responsive care to women in the form of low-threshold, drop-in services targeted to the complex needs of multiply diagnosed homeless women with close linkages to mental health care, case management, primary care, residential services, residential substance use treatment, and HIV transitional housing and care.

### 3. Priority Population:

Target populations are all populations and ethnicities in San Francisco with focused expertise to address the unique needs of cis and transgender women, who are 18 years or older. Clients include those who use substances, suffer from mental illnesses, have histories of trauma, and who are experiencing homelessness. During each contract year, AWP Drop-In will provide drop-in services to at least 500 unduplicated women per year or 45 at any point in time.

### 4. Modality(ies)/Interventions

See Appendix B-3 CRDC

### 5. Methodology

**Contractor Name:** Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term** 07/01/2022 -06/30/2023**A. Admission, Enrollment and/or Intake Criteria and Process**

By design, the Drop-In Center is intended to be a low threshold, non-threatening entry point for hard to-engage women, one that offers much support with few demands, and just as importantly, offers safe and secure respite. Therefore, the only admission criteria is that she/they are homeless and age 18 or over. The client's process for accessing services is simply walking through our doors.

**B. Service Delivery Model:**

Community Forward SF is one of the first organizations to apply the tenets of the harm reduction model to every aspect of our services to meet clients at every point on the continuum of care. The AWP Drop-In Center dedicates overnight chairs for women wanting to access 24 hour drop-in services. As such, our AWP Drop-In Center provides stabilization, support services and linkage to supportive housing for homeless women and transgender women in San Francisco who are multiply-diagnosed with a substance use disorder (SUD), mental illness, physical illnesses (i.e. HIV/AIDS, TB), as well as are survivors of abuse and domestic violence, are or were sex workers, and are seniors. To meet clients at their individual level of functionality and need, AWP Drop-In does not exclude clients because they use alcohol and drugs. The women may still access services, with the condition that they do not participate in any illicit activities involving substance use on the premises. To further reduce the possible harm for those who use substances, engage in unsafe sexual activities and/or may be involved in a violent or abusive relationship, AWP Drop In Services Clinicians will assess each client who is willing to engage with Clinicians beyond a basic needs assessment by using a trauma-informed approach. Common interventions will include empathic listening, motivational interviewing and harm reduction modalities to address the adverse consequences of these behaviors in addition to mindfulness practices, Cognitive Behavioral Therapy, and alternative modalities of healing, including art, music and movement to provide a safe, comforting emotional space for clients to explore their behavioral and relational patterns and elicit change, as desired.

AWP DI is co-located within the same facility as the AWP Mental Health Outpatient Program, which affords clients seamless access to mental health assessments, treatment planning, crisis services, and individual therapy or counseling as well as group therapy or counseling and/or case management services. If AWP DI clients are willing to accept the outpatient mental health services, the services are provided without a waitlist.

AWP Drop-In Clinicians refer clients who wish to address their substance use disorder to our Substance Use Disorder (SUD) program called Wellness & Recovery, which is conveniently housed at the AWP 1049 Howard St. location, or to another appropriate program. Clients who meet the requirements of AWP Residential HIV Services are referred to that program. Otherwise they can access services through AWP Shelter HSH Case Management program provided there is space available for an HSH-funded bed for the client. As part of their individual plans, AWP Drop-In Clinicians refer clients, who are not yet connected to a primary care provider, to a

**Contractor Name:** Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term** 07/01/2022 -06/30/2023

physician as part of their stabilization process. Similarly, they are able to refer them directly to Shelter Health nurses, who are on site several times a week for triage care.

**Immediate Needs:** Each woman entering AWP Drop-In receives a preliminary assessment via empirical observation, conversational interactions, and service assessment to determine her level of crisis and need.

**Engagement:** The first level of engagement AWP Drop-In offers is a safe environment, one that offers an alternative to being on the streets or in mixed-gendered shelters. Women will receive support for their immediate needs; and as trust builds, they will be encouraged to return for continued support. Clinical staff remain attentive and engaged at all times and are extensively trained in crisis intervention, de-escalation and conflict management should the need arise.

**Retention:** First and foremost, the clients' most fundamental needs for safety, nourishment, and care will be met. Laundry and shower facilities are available on a daily basis. The program will strive to build strong community support among clients, former clients and staff, with a "support your sister" philosophy. Community building activities will be fostered via recreational activities focused to bring women off the street and indoors, such as games, movies nights, storytelling activities, and therapeutic art projects. Clients will be able to talk with clinical staff and access an array of resources including individual and group therapy or counseling, mindfulness and mindful movement practices, social activities, and resources and referrals for primary care and psychiatric evaluation. Secondly, the program is designed to engage women in more extensive care beyond drop-in support. Clinical staff are trained to identify stages of change and apply techniques appropriate to each stage, specializing in early intervention and prevention, when the opportunity is present. Clinicians are trained to be proactive in talking to clients in individual and group settings to increase retention, with an enhanced ability to identify decompensations, changes in behavior patterns and potential pitfalls, and readily identify, reinforce, and praise client strengths.

When ready, clients can be transitioned to AWP's 1049 Howard Street in-house continuum of care (not funded in this Appendix): Shelter Case Management beds for an indefinite length of stay, our residential HIV+/AIDS program or our residential Wellness & Recovery (SUD) program. This broad spectrum of services is provided in an environment where clients already feel comfortable and have established relationships. Although housed in two sites, AWP's programs will work closely together to provide a full array of resources to Drop-In services clients. Clients not successful or satisfied in one program can transition between programs, or to other appropriate community services.

#### **D. Discharge Planning and Exit Criteria and Process**

There are three ways a client will leave AWP Drop-In: Placement, Denial of Services, or Voluntary discharge.

**Contractor Name:** Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term 07/01/2022 -06/30/2023**

**Placement:** Clients may stay at AWP Drop-In on a first-come-first-served basis until they receive a suitable immediate placement. Placements will first be made to other AWP programs when available (Shelter, HIV Care or SUD) (not funded in this Appendix). If AWP programs do not have availability in a suitable program AWP Drop-In Clinicians will place clients in shelter through the Coordinated Entry program, substance abuse care through SF DPH's Behavioral Health Access Point (BHAC) or other appropriate external placement as assessed by the Clinician. If an appropriate placement can not be found, clients may sit in the AWP Drop-In center overnight for an indefinite period of time.

**Denial of Services:** A Woman's Place Drop-In Center strives to prevent involuntary client discharge, which is critical to retention. At AWP, 1049 Howard Street site, we have extensive experience with individuals with severe behavioral health issues. We are able to accommodate and mediate a variety of behaviors that can result in discharges at other facilities. We use creative strategies to make accommodations without compromising the safety of our other clients. In addition, AWP employs a denial of service policy designed to maximize client access. AWP has never issued a denial of service greater than 90 days in duration. Typically, service denials are very short in duration and address immediate safety concerns. In the event that a client is denied services, AWP staff makes every effort to provide clients with information, resources and placement appropriate to their situation. Our staff draws from this extensive experience at AWP to similarly respond to the challenges of women at AWP Drop-In Center.

**Voluntary Discharge:** Of course, clients may choose to leave AWP Drop-In Center at any time. At the time of voluntary discharge every client will have access to information, resources and placement.

**Building Operations:** Community Forward SF is in a lease agreement contract with Building owners of 211 13th Street where all Drop-In women services will be delivered. CFSF will be responsible for as follows:

1. To maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to protect the health and safety of participants and staff (e.g., smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene).
2. Maintain and create Site logs, records of entry and exit, and manage key access for participants, partner agencies and onsite staff.
3. Laundry: Onsite laundry is available to all guests.
4. Janitorial/Facilities provide janitorial services that meet or exceed the DPH requirements and standards.



**Contractor Name:** Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term** 07/01/2022 -06/30/2023

5. **Furnishings and Participant Supplies:** maintain and provide furnishings (e.g., towels/linens) and supplies (e.g., menstrual and oral hygiene products; soap) for participants.
6. **Personal Protective Equipment (PPE):** be responsible for monitoring PPE utilization and supply of PPE.
7. **Biohazard Cleaning:** coordinate with Janitor(s) to ensure that sites receive deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on Site.
8. **Meals:** Due to building codes, AWP Drop-in center is unable to cook meals onsite; however, we work with outside vendors such as Replate to offer free meals to guests whenever possible.
9. **Storage:** provide space for secure and pest-free storage of participant belongings, as appropriate for the Site.

### **Service Requirements**

#### **A. Health Standards and Use of PPE:**

1. To prevent the spread of COVID-19, Grantee shall ensure that all onsite Site team members (e.g., staff and subcontractors) view the City-produced online safety training.
2. Ensure that all onsite staff and participants use appropriate PPE at all times in accordance with the most up to date DPH requirements.
3. Ensure all DPH requirements and guidelines are followed by onsite staff and participants (e.g., screening, distancing, isolation and quarantine)

**B. Security/De-Escalation:** provide security and de-escalation to ensure the safety of participants and staff and protection of property.

- a. Safety services contracted through St. Anthony's Foundation Community Security Services (SAF), Swing 3-11:00pm and Night shift 11-7:00am will be covered.
  - i. At least one employee or independent contractor of SAF will be on site to provide security services.
  - ii. SAF shall monitor the sidewalk in front of the facility for activities that may pose a risk to staff and clients entering and exiting the facility. Outside of the facility, SAF shall report suspicious or criminal activities to law enforcement or other appropriate first responders as it deems

**Contractor Name:** Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term** 07/01/2022 -06/30/2023

appropriate in its sole discretion and provide such other support as SAF deems appropriate in its sole discretion.

- iii. SAF shall monitor the interior of the facility at 211 13th Street for disruptive behavior on the part of any CFSF client. This includes physical and verbal behavior that is potentially harmful to the environment, facility, or person of any CFSF client or employee or hotel staff. SAF shall intervene with de-escalation techniques with the goal of resolving all situations without harm to anyone in the facility. When possible, SAF shall intervene with intention to retain all CFSF clients safely within the program. If efforts toward that goal prove ineffective, in consultation with available CFSF and DPH staff members on site, the SAF employee shall escort the client or clients who present harmful behavior out of the building. Physical contact with clients shall be avoided unless SAF employee deems it necessary to prevent immediate violence. In such cases, the minimum physical intervention necessary shall be employed. Under no circumstances will physical intervention be employed as punishment for past behavior or deterrent to future behavior. Under no circumstances shall a client be detained physically for the purposes of surrendering the client to law enforcement. SAF will not enforce facility rules unrelated to the immediate safety of clients and staff and shall instead report any observed or suspected client rule violations to CFSF management staff.
- iv. Limitations. SAF will not physically respond to any violent behaviors or behaviors that could potentially be harmful or violent to its employee, independent contractor or affiliate by any person. Physical response shall include, without limitation, any physical contact with or the use of any restraints on any person. The Client Safety Services are not a replacement for law enforcement. Any suspicious or criminal activities should be reported to law enforcement or other first responders.

C.

## **6. Program Staffing**

See Appendix B-3 Salaries and Benefits detail

## **7. Objectives and Measurements**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY 22-23.

## **8. Continuous Quality Improvement**

**Contractor Name:** Community Forward SF**Appendix A- 3****Program Name:** A Woman's Place Drop In Center**Funding Term** 07/01/2022 -06/30/2023

1. The Outcome Objectives of A Woman's Place Drop-In Center are evaluated, monitored and tracked with the combined efforts of the Program Management. This process will be overseen by the VP of Client Services as well as the VP of Women Services.

Statistical data including Avatar information will be monitored on an as-needed basis daily, weekly, and monthly and submitted in the form of both a monthly activity report and a quarterly performance report and entered through the Avatar system. Charts are reviewed monthly the first Wednesday of the month in a Peer & Supervisor review format and finalized by the Director of Clinical Services. All reports will be submitted to the VP of Women's Services, and to the Chief Executive Officer. All required reports will also be submitted in a timely manner to respected funding sources.

3. During FY22/23 AWP staff will receive a minimum of 6 hours of training on topics of Cultural Competence, specifically Cultural Humility as well as the following: Motivational Interviewing, Co-Occurring Disorders, De-escalation, Trauma Informed care, and Harm Reduction. Program Review Measurement: Staff must complete a sign-in indicating the date on which they completed the training. Verification of training will be provided by sign-in sheets collected and or certificates of completion.

4. A Woman's Place's Drop In Center participates in the BHS annual Client Satisfaction Survey period for those clients who are open in our Mental Health Outpatient Program. All survey results are analyzed by the Management team consisting of the Director of Clinical Services, Director of Women's Services, and the Deputy Director. Results of the survey and analysis are also submitted to the VP of Women's Services.

1. Achievement of contract performance objectives and productivity,
2. Quality of documentation, including a description of the frequency and scope of internal chart audits,
3. Cultural competency of staff and services,
4. Client satisfaction,
5. Timely completion and use of outcome data, including but not limited to, Assessment/ANSA, Treatment Plan, and progress note submission.

Evidence of CQI activities related to 1-4 above is maintained in A Woman's Place's Administrative Binder for review by the Business Office of Contract Compliance. Examples of evidence are descriptions of monitoring processes or improvement projects, copies of meeting agenda or materials addressing these items, or outcome reports.

## **9. Required Language:**

Community Forward SF will provide required Language translation for our agency policies and other documentation. When specific documentation is forwarded from the San Francisco County Departments, these documents will be submitted already translated in the specified languages, such as: Chinese, Spanish, Tagalog, Russian, and Vietnamese.

## **Appendix B**

### **Calculation of Charges**

#### **1. Method of Payment**

A. For the purposes of this Section, “General Fund” shall mean all those funds, which are not Work Order or Grant funds. “General Fund Appendices” shall mean all those appendices, which include General Fund monies. Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner

(1) For contracted services reimbursable by Fee for Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15<sup>th</sup>) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

(2) For contracted services reimbursable by Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15<sup>th</sup>) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

#### **B. Final Closing Invoice**

(1) For contracted services reimbursable by Fee for Service Reimbursement:

A final closing invoice, clearly marked “FINAL,” shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY’S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) For contracted services reimbursable by Cost Reimbursement:

A final closing invoice clearly marked “FINAL,” shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

C. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY.

D. Upon the effective date of this Agreement, and contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost

Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and Mental Health Service Act (Prop 63) portions of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

## **2. Program Budgets and Final Invoice**

A. Program Budgets are listed below and are attached hereto:

Budget Summary

Appendix B-1 – A Woman's Place (SA)

Appendix B-2 -- A Woman's Place (MH)

Appendix B-3– A Woman's Place Drop-In

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$613,114** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

C. For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

D. The amount for each fiscal year, to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in Section 3.7 section of this Agreement.

(1). Estimated Funding Allocations

July 1, 2018 to June 30, 2019	\$ 717,016
July 1, 2019 to June 30, 2020	\$ 2,480,032
July 1, 2020 to June 30, 2021	\$ 3,066,967
July 1, 2021 to June 30, 2022	\$ 3,403,408
July 1, 2022 to June 30, 2023	\$ 3,908,222
July 1, 2023 to June 30, 2024	\$ 4,004,551
July 1, 2024 to June 30, 2025	\$ 4,104,733
SubTotal July 1, 2018 to June 30, 2025	\$ 21,684,929
Contingency July 1, 2018 to June 30, 2025	\$ 613,114
Total July 1, 2018 to June 30, 2025	\$ 22,298,042

### **3. Services of Attorneys**

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

### **4. State or Federal Medi-Cal Revenues**

A. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

B. CONTRACTOR further understands and agrees that any State or Federal Medi-Cal funding in this Agreement subject to authorized Federal Financial Participation (FFP) is an estimate, and actual amounts will be determined based on actual services and actual costs, subject to the total compensation amount shown in this Agreement."

### **5. Reports and Services**

No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

**Appendix B - DPH 1: Department of Public Health Contract Budget Summary**

DHCS Legal Entity Number 01078		Document Date July 1, 2022		Appendix B, Page 1	
Contractor Name <b>Community Forward SF</b>		Fiscal Year 2022-2023			
Contract ID 1000010020		Funding Notification Date 09/08/22			
Contract Appendix Number	B-1	B-2	B-3		
Provider Number	383841	38BK	383820		
Program Name(s)	A Woman's Place SA	A Woman's Place MH	A Woman's Place Drop-In		
Program Code(s)	97027	38BKOP	88207		
Funding Term	7/1/22-6/30/23	7/1/22-6/30/23	7/1/22-6/30/23		
<b>FUNDING USES</b>					<b>TOTAL</b>
Salaries	543,413	565,563	611,117		1,720,094
Employee Benefits	163,024	169,669	183,335		516,028
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>706,437</b>	<b>735,232</b>	<b>794,452</b>		<b>2,236,122</b>
Operating Expenses	193,021	173,519	795,792		1,162,332
Capital Expenses	-	-	-		-
<b>Subtotal Direct Expenses</b>	<b>899,458</b>	<b>908,751</b>	<b>1,590,244</b>		<b>3,398,454</b>
Indirect Expenses	134,919	136,313	238,537		509,769
Indirect %	15.0%	15.0%	15.0%		15.0%
<b>TOTAL FUNDING USES</b>	<b>1,034,376</b>	<b>1,045,066</b>	<b>1,828,780</b>		<b>3,908,222</b>
			Employee Fringe Benefits %		30.0%
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>					
MH Adult Fed SDMC FFP (50%)		357,622			357,622
MH Adult County General Fund		687,444			687,444
					-
<b>AL BHS MENTAL HEALTH FUNDING SOURCES</b>	-	<b>1,045,066</b>	-	-	<b>1,045,066</b>
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>					
SUD County General Fund (Other Services)	1,034,376		1,828,780		2,863,156
					-
					-
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>1,034,376</b>	-	<b>1,828,780</b>	-	<b>2,863,156</b>
<b>OTHER DPH FUNDING SOURCES</b>					-
					-
					-
					-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	-	-	-	-	-
<b>TOTAL DPH FUNDING SOURCES</b>	<b>1,034,376</b>	<b>1,045,066</b>	<b>1,828,780</b>	-	<b>3,908,222</b>
<b>NON-DPH FUNDING SOURCES</b>					
					-
					-
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-	-	-	-
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>1,034,376</b>	<b>1,045,066</b>	<b>1,828,780</b>	-	<b>3,908,222</b>
Prepared By John Uselman/Nora Espinoza		Phone Number 415-322-0575			

## Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Number	01078	Appendix #				B-1
Provider Name	Community Forward SF	Page #				2
Provider Number	383841	Fiscal Year				2022-2023
Contract ID Number	1000010020	Funding Notification Date				09/08/22
Program Name	A Woman's Place SA	A Woman's Place SA				
Program Code	97027	97027				
Mode/SFC (MH) or Modality (SA)	Res-51	Res-51				
Service Description	Residential Recovery - Long Term	BOS Addback				
Funding Term	7/1/22-6/30/23	7/1/22-6/30/23				
<b>FUNDING USES</b>						<b>TOTAL</b>
Salaries & Employee Benefits	442,771	263,666				706,437
Operating Expenses	4,513	188,508				193,021
Capital Expenses						-
<b>Subtotal Direct Expenses</b>	<b>447,284</b>	<b>452,174</b>	-	-		899,458
Indirect Expenses	67,093	67,826				134,919
<b>TOTAL FUNDING USES</b>	<b>514,377</b>	<b>520,000</b>	-	-		<b>1,034,376</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>						
						-
						-
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		-	-	-	-	-
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>					
SUD County General Fund (Other Services)	240646-10000-10001681-0008	514,376	520,000			1,034,376
		-				-
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>		<b>514,376</b>	<b>520,000</b>	-	-	<b>1,034,376</b>
<b>OTHER DPH FUNDING SOURCES</b>						
						-
						-
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		-	-	-	-	-
<b>TOTAL DPH FUNDING SOURCES</b>		<b>514,376</b>	<b>520,000</b>	-	-	<b>1,034,376</b>
<b>NON-DPH FUNDING SOURCES</b>						
						-
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-	-	-	-	-
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>514,376</b>	<b>520,000</b>	-	-	<b>1,034,376</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>						
Number of Beds Purchased		13	13			
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)				
DPH Units of Service	2,835	2,835				
Unit Type	Bed Day	Bed Day	0	0		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	181.47	183.45	-	-		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	364.92	-	-	-		
Published Rate (Medi-Cal Providers Only)						<b>Total UDC</b>
Unduplicated Clients (UDC)	55	55				110



TOTAL SALARIES & BENEFITS	706,437	442,771	263,666	-	-	-	-
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## Appendix B - DPH 4: Operating Expenses Detail

Contract ID: 1000010020  
 Program Name: **A Woman's Place**  
 Program Code: 97027

Appendix #: B-1  
 Page #: 4  
 Fiscal Year: 2022-2023  
 Funding Notification Date: 09/08/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0008	BOS Addback 240646-10000-10001681-0008				
Funding Term	7/1/22-6/30/23	7/1/22-6/30/23	7/1/22-6/30/23				
Rent							
Utilities (telephone, electricity, water, gas)	-						
Building Repair/Maintenance	-	-	-				
<b>Occupancy Total:</b>	-	-	-	-	-	-	-
Office Supplies	1,887	1,887					
Photocopying	-						
Program Supplies	-						
Computer Hardware/Software	-						
<b>Materials &amp; Supplies Total:</b>	<b>1,887</b>	<b>1,887</b>	-	-	-	-	-
Training/Staff Development	1,918	1,918	-				
Insurance	-						
Permits	-						
Equipment Lease & Maintenance	-						
<b>General Operating Total:</b>	<b>1,918</b>	<b>1,918</b>	-	-	-	-	-
Local Travel	980	708	272				
Out-of-Town Travel	-						
Field Expenses	-						
<b>Staff Travel Total:</b>	<b>980</b>	<b>708</b>	<b>272</b>	-	-	-	-
St. Anthony's Security = \$40/hr X 8hrs per day X 1 staff X 7 days per week @ 35 weeks	78,400		78,400				
	-						
<b>Consultant/Subcontractor Total:</b>	<b>78,400</b>	-	<b>78,400</b>	-	-	-	-
Floor Repair	9,500	-	9,500				
Window Covering	9,000		9,000				
I/T Systems	7,000	-	7,000				
Commerical Oven / Stove	9,000	-	9,000				
Client Related Costs	12,000	-	12,000				
Client Food Costs	63,336	-	63,336				
<b>Other Total:</b>	<b>109,836</b>	-	<b>109,836</b>	-	-	-	-
<b>TOTAL OPERATING EXPENSE</b>	<b>193,021</b>	<b>4,513</b>	<b>188,508</b>	-	-	-	-

**Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)**

DHCS Legal Entity Number	01078					Appendix #	B-2
Provider Name	Community Forward SF					Page #	5
Provider Number	38BK					Fiscal Year	2022-2023
Contract ID Number	1000010020					Funding Notification Date	09/08/22
Program Name		A Woman's Place MH	A Woman's Place MH	A Woman's Place MH	A Woman's Place MH		
Program Code		38BKOP	38BKOP	38BKOP	38BKOP		
Mode/SFC (MH) or Modality (SA)		45/20-29	15/10-56	15/01-09	15/70-79		
Service Description		Commty Client Svc, MH Svcs, Brokerage, OP	MH Svcs	Case Mgt Brokerage	Crisis Intervention -OP		
Funding Term		7/1/22-6/30/23	7/1/22-6/30/23	7/1/22-6/30/23	7/1/22-6/30/23		
FUNDING USES						TOTAL	
Salaries & Employee Benefits		171,934	389,119	164,543	9,636	735,232	
Operating Expenses		40,577	91,834	38,833	2,274	173,519	
Capital Expenses				-	-	-	
Subtotal Direct Expenses		212,511	480,953	203,376	11,910	908,750	
Indirect Expenses		31,877	72,143	30,506	1,787	136,313	
TOTAL FUNDING USES		244,388	553,096	233,882	13,697	1,045,066	
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity						
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001		247,041	104,463	6,118	357,622	
MH Adult County General Fund	251984-10000-10001792-0001	244,388	306,057	129,420	7,579	687,444	
					-	-	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		244,388	553,098	233,883	13,697	1,045,066	
BHS SUD FUNDING SOURCES							
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-	
OTHER DPH FUNDING SOURCES							
						-	
						-	
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-	
TOTAL DPH FUNDING SOURCES		244,388	553,098	233,883	13,697	1,045,066	
NON-DPH FUNDING SOURCES							
		-				-	
						-	
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		244,388	553,098	233,883	13,697	1,045,066	
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service		719	52,707	23,525	1,305		
Unit Type		Staff Minute	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		339.90	10.49	9.94	10.50		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		339.90	10.49	9.94	10.50		
Published Rate (Medi-Cal Providers Only)		293.00	10.41	9.86	10.41	Total UDC	
Unduplicated Clients (UDC)		98	41	17	1	157	

TOTAL SALARIES & BENEFITS	735,232	735,232	-	-	-	-	-
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## Appendix B - DPH 4: Operating Expenses Detail

Contract ID: 1000010020

Program Name: **A Woman's Place MH**

Program Code: 38BKOP

Appendix #: B-2

Page #: 7

Fiscal Year: 2022-2023

Funding Notification Date: 09/08/22

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001					
Funding Term	7/1/22-6/30/23	7/1/22-6/30/23					
Rent	72,516	72,516					
Utilities(telephone, electricity, water, gas)	18,000	18,000					
Building Repair/Maintenance	53,400	53,400					
<b>Occupancy Total:</b>	<b>143,916</b>	<b>143,916</b>	-	-	-	-	-
Office Supplies	9,375	9,375					
Photocopying	-						
Program Supplies	-						
Computer Hardware/Software	-						
<b>Materials &amp; Supplies Total:</b>	<b>9,375</b>	<b>9,375</b>	-	-	-	-	-
Training/Staff Development	-						
Insurance	12,500	12,500					
Permits	-						
Equipment Lease & Maintenance	-						
<b>General Operating Total:</b>	<b>12,500</b>	<b>12,500</b>	-	-	-	-	-
Local Travel	3,528	3,528					
Out-of-Town Travel	-						
Field Expenses	-						
<b>Staff Travel Total:</b>	<b>3,528</b>	<b>3,528</b>	-	-	-	-	-
	-						
	-						
<b>Consultant/Subcontractor Total:</b>	-	-	-	-	-	-	-
Janitorial	-	-					
Client Related Costs	4,200	4,200					
	-	-					
<b>Other Total:</b>	<b>4,200</b>	<b>4,200</b>	-	-	-	-	-
<b>TOTAL OPERATING EXPENSE</b>	<b>173,519</b>	<b>173,519</b>	-	-	-	-	-

**Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)**

DHCS Legal Entity Number		01078		Appendix #		B-3	
Provider Name		Community Forward SF		Page #		8	
Provider Number		383820		Fiscal Year		2022-2023	
Contract ID Number		1000010020		Funding Notification Date		09/08/22	
Program Name		A Woman's Place Drop-In	BOS Addback A Woman's Place Drop-In				
Program Code		88207	88207				
Mode/SFC (MH) or Modality (SA)		SecPrev-18	SecPrev-18				
Service Description		Early Intervention	Early Intervention				
Funding Term		7/1/22-6/30/23	7/1/22-6/30/23				
<b>FUNDING USES</b>						<b>TOTAL</b>	
Salaries & Employee Benefits		685,391	109,061			794,452	
Operating Expenses		52,679	743,113			795,792	
Capital Expenses						-	
<b>Subtotal Direct Expenses</b>		<b>738,070</b>	<b>852,174</b>		-	1,590,244	
Indirect Expenses		110,711	127,826			238,537	
<b>TOTAL FUNDING USES</b>		<b>848,780</b>	<b>980,000</b>		-	<b>1,828,780</b>	
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>							
						-	
						-	
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		-	-		-	-	
<b>BHS SUD FUNDING SOURCES</b>		<b>Dept-Auth-Proj-Activity</b>					
SUD County General Fund (Other Services)		240646-10000-10001681-0008	848,780	980,000		1,828,780	
						-	
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>		<b>848,780</b>	<b>980,000</b>		-	<b>1,828,780</b>	
<b>OTHER DPH FUNDING SOURCES</b>		<b>Fund-Dept-Auth-Proj-Activity</b>					
						-	
						-	
						-	
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		-	-		-	-	
<b>TOTAL DPH FUNDING SOURCES</b>		<b>848,780</b>	<b>980,000</b>		-	<b>1,828,780</b>	
<b>NON-DPH FUNDING SOURCES</b>							
						-	
<b>TOTAL NON-DPH FUNDING SOURCES</b>		-	-		-	-	
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>848,780</b>	<b>980,000</b>		-	<b>1,828,780</b>	
<b>BHS UNITS OF SERVICE AND UNIT COST</b>							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)			
DPH Units of Service		6,938	6,938				
Unit Type		Hours	Hours				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		122.34	141.25				
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		122.34	141.25				
Published Rate (Medi-Cal Providers Only)						<b>Total UDC</b>	
Unduplicated Clients (UDC)		230	230			460	

TOTAL SALARIES & BENEFITS	794,452	685,391	109,061	-	-	-	-
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## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000010020

Program Name: **A Woman's PlaceDrop-In**

Program Code: 88207

Appendix #: B-3

Page #: 10

Fiscal Year: 2022-2023

Funding Notification Date: 09/08/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0008	BOS - Addback 240646-10000-10001681-0008				
Funding Term	7/1//2022 - 6/2023	7/1//2022 - 6/2023	7/1//2022 - 6/2023				
Rent - 211 13th Street	119,000	34,000	85,000				
Rent - TBD (est. 15,000SQFT AT \$2.33 per mo. 3 mos.)	105,000		105,000				
Utilities(telephone, electricity, water, gas)	38,000	8,000	30,000				
Building Repair/Maintenance	51,167	10,349	40,818				
<b>Occupancy Total:</b>	<b>313,167</b>	<b>52,349</b>	<b>260,818</b>	-	-	-	-
Office Supplies	11,428		11,428				
Photocopying	-						
Program Supplies	-						
Computer Hardware/Software	-						
<b>Materials &amp; Supplies Total:</b>	<b>11,428</b>	-	<b>11,428</b>	-	-	-	-
Training/Staff Development	2,917		2,917				
Insurance	18,500	-	18,500	-			
Permits	-						
Equipment Lease & Maintenance	-	-	-				
<b>General Operating Total:</b>	<b>21,417</b>	-	<b>21,417</b>	-	-	-	-
Local Travel	1,960	330.00	1,630				
Out-of-Town Travel	-						
Field Expenses	-						
<b>Staff Travel Total:</b>	<b>1,960</b>	<b>330</b>	<b>1,630</b>	-	-	-	-
St. Anthony's Security = \$40/hr X 8hrs per day X 2 staff X 7 days per week @ 43 weeks (shared with HSH 65/35 split)	232,960		232,960				
necessary)	-						
<b>Consultant/Subcontractor Total:</b>	<b>232,960</b>	-	<b>232,960</b>	-	-	-	-
Furniture . Equip	23,000		23,000				
Built Out Drop In Showers	50,000		50,000				
Build out Commeicial Kitchen	70,000		70,000				
Office Space	25,000		25,000				
Client Related Costs	8,430		8,430				
Food & Food Preparations	38,430		38,430				
<b>Other Total:</b>	<b>214,860</b>	-	<b>214,860</b>	-	-	-	-
<b>TOTAL OPERATING EXPENSE</b>	<b>795,792</b>	<b>52,679</b>	<b>743,113</b>	-	-	-	-





**Appendix F**  
**Invoice**





**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F  
PAGE A

Contract ID#  
1000010020

Contractor: **Community Forward San Francisco (Formerly CATS)**

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939

**BHS**

Funding Term: 07/01/2022 - 06/30/2023

PHP Division: Behavioral Health Services

INVOICE NUMBER:

S04JL22

Template Version

Amend 3

Ct. PO No.: POHM

User Cd

SFGOV-0000661211

Fund Source:

SUD County GF (Other Serv)

Invoice Period:

July 2022

Final Invoice:

(Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-1 A Woman's Place SA PC# - 97027 240646-10000-10001681-0008</b>												
Res-51 Residential Recovery- Long Term	2,835	55			-	-	0%	0%	2,835	55	100%	100%
Res-51 BOS Addback	2,835	55			-	-	0%	0%	2,835	55	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 543,413.00	\$ -	\$ -	0.00%	\$ 543,413.00
Fringe Benefits	\$ 163,023.00	\$ -	\$ -	0.00%	\$ 163,023.00
<b>Total Personnel Expenses</b>	<b>\$ 706,436.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 706,436.00</b>
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ 1,887.00	\$ -	\$ -	0.00%	\$ 1,887.00
General Operating	\$ 1,918.00	\$ -	\$ -	0.00%	\$ 1,918.00
Staff Travel	\$ 980.00	\$ -	\$ -	0.00%	\$ 980.00
Consultant/Subcontractor	\$ 78,400.00	\$ -	\$ -	0.00%	\$ 78,400.00
Other: Floor Repair	\$ 9,500.00	\$ -	\$ -	0.00%	\$ 9,500.00
Window Covering	\$ 9,000.00	\$ -	\$ -	0.00%	\$ 9,000.00
I/T Systems	\$ 7,000.00	\$ -	\$ -	0.00%	\$ 7,000.00
Commercial Oven / Stove	\$ 9,000.00	\$ -	\$ -	0.00%	\$ 9,000.00
Client Related Costs	\$ 12,000.00	\$ -	\$ -	0.00%	\$ 12,000.00
Client Food Costs	\$ 63,336.00	\$ -	\$ -	0.00%	\$ 63,336.00
		\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 193,021.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 193,021.00</b>
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 899,457.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 899,457.00</b>
Indirect Expenses	\$ 134,919.00	\$ -	\$ -	0.00%	\$ 134,919.00
<b>TOTAL EXPENSES</b>	<b>\$ 1,034,376.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,034,376.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:

Behavioral Health Services Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

Or email to:

cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date



**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE**

Appendix F  
PAGE A

Contract ID#  
1000010020

**Contractor: Community Forward San Francisco (Formerly CATS)**

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939

**BHS**

Funding Term: 07/01/2022 - 06/30/2023

PHP Division: Behavioral Health Services

INVOICE NUMBER: S06JL22

Template Version: Amend 3

Ct. PO No.: POHM SFGOV-0000661211 User Cd

Fund Source: SUD County - General Fund

Invoice Period: July 2022

Final Invoice: (Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
<b>B-3 A Woman's Place - Drop In 240646-10000-100001681-0008</b>												
SecPrev-18 Early Intervention	6,938	230			-	-	0%	0%	6,938	230	100%	100%
SecPrev-18 Early Intervention	6,938	230			-	-	0%	0%	6,938	230	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 611,117.00	\$ -	\$ -	0.00%	\$ 611,117.00
Fringe Benefits	\$ 183,335.00	\$ -	\$ -	0.00%	\$ 183,335.00
<b>Total Personnel Expenses</b>	<b>\$ 794,452.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 794,452.00</b>
Operating Expenses:					
Occupancy	\$ 313,167.00	\$ -	\$ -	0.00%	\$ 313,167.00
Materials and Supplies	\$ 11,428.00	\$ -	\$ -	0.00%	\$ 11,428.00
General Operating	\$ 21,417.00	\$ -	\$ -	0.00%	\$ 21,417.00
Staff Travel	\$ 1,960.00	\$ -	\$ -	0.00%	\$ 1,960.00
Consultant/Subcontractor	\$ 232,960.00	\$ -	\$ -	0.00%	\$ 232,960.00
Other: Furniture, Equip	\$ 23,000.00	\$ -	\$ -	0.00%	\$ 23,000.00
Built Out Drop In Showers	\$ 50,000.00	\$ -	\$ -	0.00%	\$ 50,000.00
Build out Commercial Kitchen	\$ 70,000.00	\$ -	\$ -	0.00%	\$ 70,000.00
Office Space	\$ 25,000.00	\$ -	\$ -	0.00%	\$ 25,000.00
Client Related Costs	\$ 8,430.00	\$ -	\$ -	0.00%	\$ 8,430.00
Food & Food Preparations	\$ 38,430.00	\$ -	\$ -	0.00%	\$ 38,430.00
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 795,792.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 795,792.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 1,590,244.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,590,244.00</b>
<b>Indirect Expenses</b>	<b>\$ 238,536.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 238,536.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 1,828,780.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,828,780.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:

Behavioral Health Services Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

Or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> (SF) Heffernan Insurance Brokers 44 Montgomery Street, Suite 1950 San Francisco CA 94104	<b>CONTACT</b> NAME: Ashle Blow PHONE (A/C, No, Ext): 415-778-0300 E-MAIL ADDRESS: ashleb@heffins.com FAX (A/C, No): 415-778-0301														
<b>INSURED</b> Community Forward SF, Inc. 1171 Mission St. San Francisco CA 94103	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Nonprofits Insurance Alliance of California</td> <td>1184</td> </tr> <tr> <td>INSURER B: Service American Indemnity Company</td> <td>39152</td> </tr> <tr> <td>INSURER C: Arch Specialty Insurance Company</td> <td>21199</td> </tr> <tr> <td>INSURER D: Travelers Casualty and Surety Company of America</td> <td>31194</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER	NAIC #	INSURER A: Nonprofits Insurance Alliance of California	1184	INSURER B: Service American Indemnity Company	39152	INSURER C: Arch Specialty Insurance Company	21199	INSURER D: Travelers Casualty and Surety Company of America	31194	INSURER E:		INSURER F:	
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INSURER C: Arch Specialty Insurance Company	21199														
INSURER D: Travelers Casualty and Surety Company of America	31194														
INSURER E:															
INSURER F:															

 License#: 0564249  
 COMMAWA-01

**COVERAGES**
**CERTIFICATE NUMBER: 417730042**
**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		202201320	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		202201320	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		202201320UMB	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SATIS0492000	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C D	Social Service Professional Cyber Liability Employee Theft			202201320 C4LR2173268CYBER2022 105805713	7/1/2022 7/1/2022 7/1/2022	7/1/2023 7/1/2023 7/1/2023	Professional Limit \$1M OCC/\$3M AGG Cyber Claim Limit \$1,000,000 Empl Theft Loss Limit \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Employee Theft - Single Loss Retention: \$10,000

Re: As per Contract or Agreement on file with Insured, Department of Public Health of City &amp; County of San Francisco are included as additional insured on General Liability and Automobile Liability policies per attached endorsements, if required. The Umbrella liability policy follows the General Liability and Automobile Liability coverage for additional insured as per the policy forms, if required.

**CERTIFICATE HOLDER**
**CANCELLATION**

 Department of Public Health of City & County of San Francisco  
 101 Grove Street, Room 307  
 San Francisco, CA 94102-4505

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 2022-01320

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE ONLY**

---

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

City & County of San Francisco, Its Officers, Agents, Employees & Volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

POLICY NUMBER: 2022-01320  
 Named Insured: Community Forward SF, Inc.

COMMERCIAL GENERAL LIABILITY  
 CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**City & County of San Francisco, its Officers, Agents, Employees & Volunteers**

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPHDept. Code: DPHType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Substance Use Disorder (SUD) Treatment ServicesFunding Source: State Drug MediCal, General FundPSC Duration: 5 yearsPSC Amount: \$192,080,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

These services will be provided by contractors responding to a new RFP to create a Drug Medi-Cal Organized Delivery System (DMC-ODS) pilot, which tests a new paradigm for the organized delivery of health care services for Medicaid eligible individuals with a substance use disorder. Its purpose is to demonstrate how such a system will increase the success of DMC beneficiaries while decreasing other system health care costs. Critical elements include:

--Providing a continuum of care modeled after the American Society of Addiction Medicine (ASAM) Criteria for Substance Use Disorder (SUD) treatment services, which describes specific service levels within Opioid Treatment, Intensive Outpatient, and Residential SUD services;

--Increasing local control and accountability, creating utilization controls, and increasing program oversight and integrity;

--Requiring evidence-based practices and increasing coordination with other systems of care, including primary care and mental health;

--Expanding the SUD treatment workforce by including Licensed Practitioners of Healing Arts; and

--Providing more intensive services for the criminal justice population.

**Services will:**

--Prioritize services to specific populations, including persons who are Black/African American, homeless, incarcerated or involved with the criminal/juvenile justice systems/Drug Court, adolescents aged 10-18 years old, Transitional Aged Youth (TAY) aged 18-24 years old, Lesbian/Gay/Bisexual/Transgender/Queer/Questioning/Intersex/Ally/Two-Spirit, Pregnant/Parenting women with children, and/or whose primary substance is alcohol.

--Prioritize services in specific geographic areas, including Hayes Valley/Tenderloin/North of Market, South of Market, Bernal Heights/Inner Mission/94110, Bayview Hunter's Point/94124, and Southeast/Visitacion Valley/Sunnydale/94134

--Include patient engagement and peer support, medication assisted treatment, withdrawal management, case management, and recovery services and supports, with appropriate integration of adolescent-specific considerations, pregnant women and women with dependent children residential treatment requirements, evidence-based practices, DMC-ODS compliant policies and regulations, electronic health records and data systems, evaluation and quality improvement, workforce development and staffing, ancillary treatment and outreach services.

B. Explain why this service is necessary and the consequence of denial:

The State funding that San Francisco receives for Substance Use Disorder treatment is now the result of California's Medi-Cal waiver, which received Federal approval August 2015 and was rolled out to counties in steps throughout 2016. This waiver allows counties to support a much wider range of options to people with low incomes who are on Medi-Cal. Without this funding, San Francisco's funding for SUD treatment would be severely limited and people needing these services would likely be untreated and/or require significant increases in repetitive primary care and mental health treatment, experiencing worsening symptoms, requiring more expensive treatment, and escalating mortality rates.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

These services were previously provided under PSCs 4150-09/10, 4154-09/10, and 4156/09/10.

D. Will the contract(s) be renewed?

Yes, as funding is available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

The Department anticipates continued need for these services.

## 2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

The City does not have the facilities (including buildings for residential services) or capacity to provide these services, which provide an integral part of the City's system of care for people with substance abuse disorder diagnoses.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractors must provide services responsive to the requirements and goals of the new DMC-ODS pilot founded on values of a trauma-informed system of care, the practice of cultural humility and of whole person care, utilizing multi-dimensional assessments as specified by the American Society of Addiction Medicine (ASAM) criteria and an evidence-based, clinically/outcomes-driven treatment model that is person-centered, based on the person's illness and level of functioning, operating within the broad and flexible continuum of care, providing individualized treatment that can be stepped up or down to different care levels, and implemented with an interdisciplinary team approach in collaboration with the person's medical home, behavioral health clinics, and other services providers. All providers must also meet State and City requirements for Drug Medi-Cal certification, harm reduction, cultural and linguistic competency, Americans with Disabilities Act and other access requirements, as well as have the ability to serve priority service populations and geographic service areas.

B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social

Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Yes, contractors will provide their own treatment and office space, including buildings for residential treatment, as licensed/required by the State.

**4. If applicable, what efforts has the department made to obtain these services through available resources within the City?**

The Department is responsible for continually monitoring the abilities of its system of care to deliver services and utilizes civil service staff as well as community based organizations to provide services. The Department does not have the capacity, resources or the facilities to provide these services, so in order to provide services it must utilize contractors to meet as many of the clients' needs as possible.

**5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out**

- A. Explain why civil service classes are not applicable.

Existing civil service classes are already overburdened with the current maximum level of delivery of local government-based services which can be provided by the City and County. The remainder of the substance use disorder treatment services within the City's system of care must be based in and often is best performed by community based organizations with the experience, focus, and often the trust of and credibility in the community, who are able to operate the flexible, grassroots-oriented programs.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, there are existing classifications performing this work, however, the demand for services exceeds the capacity of City facilities to provide them, so the City uses contractors to meet as many of the clients' needs as possible.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. The purpose of the services is does not include formal training of civil service staff, however, there may be transfer of knowledge through City staff's close coordination and collaboration with providers.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 03/25/2017, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Management & Superv Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP; SEIU 1021 Miscellaneous; SEIU Local 1021

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307 San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48652 - 16/17

DHR Analysis/Recommendation:

action date: 06/19/2017

Commission Approval Required

Approved by Civil Service Commission

06/19/2017 DHR Approved for 06/19/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # \_\_\_\_\_)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Behavioral Health Services - Outpatient

Funding Source: General Fund, Medi-Cal

PSC Duration: 5 years

PSC Amount: \$137,760,000

**1. Description of Work**

**A. Scope of Work/Services to be Contracted Out:**

Contractors will provide services as part of the City's Adult/Older Adult Systems Of Care, including mental health outpatient, intensive case management, crisis stabilization, residential treatment services, supportive housing and other adjunct services (such as representative payee and income assistance advocacy) to the approximately 21,000 San Francisco residents who have serious mental illness and resulting significant functional impairments, including serious mood, schizophrenic/psychotic, anxiety, adjustment and other mental disorders, which may co-occur with substance use disorders and significant primary care, functional impairment and quality of life issues. In partnership with civil service staff, services provided by contractors provide flexible, integrated, seamless services based on the level and type of needs of the client, and responding as clients' needs change over time.

**B. Explain why this service is necessary and the consequence of denial:**

Without these services, transitional age youth, adults and older adults will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, violence, trauma, post-trauma, and other symptoms. There will also be a generalized sense of increased collective helplessness throughout the community as related to untreated mental illness, leading to communities to feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as disallowance of State and Federal funding for failing to expend funds within regulatory guidelines.

**C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.**

PSC 4151-09/10

**D. Will the contract(s) be renewed?**

Yes, as the need continues and funding is available.

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.**

not applicable

**2. Reason(s) for the Request**

**A. Indicate all that apply (be specific and attach any relevant supporting documents):**

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).



B. Explain the qualifying circumstances:

These services are provided by community-based behavioral health non-profit organizations/service providers which are able to provide a broad range of cultural expertise and linkages unavailable through Civil Service classifications alone. Due to their ability to provide a greater array of diversity and expertise, they are able to work in partnership with Civil Service staff, thereby increasing the value of their output, as well enabling the City to provide the highest quality, most accessible mental health and substance abuse treatment services to its residents as is possible.

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise: Contractors must be Mental Health Medi-Cal and/or Medicare providers with proper licenses and service facilities, appropriately trained licensed and certified staff and facilities which comply with applicable State laws and regulations, as well have experience in providing the needed services to the identified target population(s), including working collaboratively with families, support systems, and other agencies/providers on- and off- site to ensure continuity and coordination of care, and with high-risk clients, using strategies to help clients discharged from hospitals and long-term care to engage with needed services, and, where applicable, providing wrap-around services.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Yes. Contractor will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

**4. If applicable, what efforts has the department made to obtain these services through available resources within the City?**

The Department continues to fill the many civil service positions which work in close partnership with community-based organizations/contractors to provide the entire array of services which comprise the City's Mental Health System Of Care. Contracting for these services provides for more accessible, culturally competent, and flexible services to be available for the best client care, and responds to funding/legislative requirements to ensure that the County utilizes "available private and private non-profit mental health resources and facilities in the county prior to developing new county-operated resources or facilities when these private and private non-profit resources or facilities are of at least equal quality and cost as county-operated resources and facilities and shall utilize available county resources and facilities of at least equal quality and cost prior to new and private nonprofit resources and facilities....(and to make) optimum use...of appropriate and local public and private organizations, community professional personnel, and state agencies." (California Welfare and Institutions Code, Sections 5652.5 and 5653) (State Medi-Cal legislation)

**5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out**

A. Explain why civil service classes are not applicable.

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are non-profit organizations, and through these collaborations the City is able to offer more quality, accessible mental health and substance abuse treatment services to its residents than it would be able to do alone. These collaborative mental health and substance abuse treatment services are best provided by community-based service providers which have the required expertise, often specific to the target population they serve, and who have the trust of and credibility in the community, as well as linkages and resources unavailable to the City at a comparable level. They are able to operate the small, flexible, community-based programs required by State law and found to be most effective in treatment residents who are mentally ill.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Existing classifications currently perform this work. However, demand exceeds the capacity at City facilities to provide these services so that City uses contractors to meet as many of the client's needs as possible.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. While the primary purpose of the services under this PSC is not to provide formal training to civil service staff, knowledge transfer may occur as civil service staff work closely in partnership with contractor staff.

C. Are there legal mandates requiring the use of contractual services?  
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 08/12/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Physicians and Dentists - 8CC; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse)

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 405 San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40587 - 17/18

DHR Analysis/Recommendation:

action date: 11/20/2017

Commission Approval Required

Approved by Civil Service Commission

11/20/2017 DHR Approved for 11/20/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 48652 - 16/17)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Substance Use Disorder (SUD) Treatment Services

Funding Source: State Drug MediCal, General Fund

PSC Original Approved Amount: \$192,080,000 PSC Original Approved Duration: 07/01/17 - 06/30/22 (5 years)

PSC Mod#1 Amount: \$175,800,000 PSC Mod#1 Duration: 07/01/22-06/30/27 (5 years 1 day)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 07/01/27-06/30/28 (1 year 1 day)

PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 07/01/28-06/30/29 (1 year)

PSC Cumulative Amount Proposed: \$367,880,000 PSC Cumulative Duration Proposed: 12 years 2 days

**1. Description of Work**

A. Scope of Work/Services to be Contracted Out:

These services will be provided by contractors responding to a new RFP to create a Drug Medi-Cal Organized Delivery System (DMC-ODS) pilot, which tests a new paradigm for the organized delivery of health care services for Medicaid eligible individuals with a substance use disorder. Its purpose is to demonstrate how such a system will increase the success of DMC beneficiaries while decreasing other system health care costs. Critical elements include:

--Providing a continuum of care modeled after the American Society of Addiction Medicine (ASAM) Criteria for Substance Use Disorder (SUD) treatment services, which describes specific service levels within Opioid Treatment, Intensive Outpatient, and Residential SUD services;

--Increasing local control and accountability, creating utilization controls, and increasing program oversight and integrity;

--Requiring evidence-based practices and increasing coordination with other systems of care, including primary care and mental health;

--Expanding the SUD treatment workforce by including Licensed Practitioners of Healing Arts; and

--Providing more intensive services for the criminal justice population.

Services will:

--Prioritize services to specific populations, including persons who are Black/African American, homeless, incarcerated or involved with the criminal/juvenile justice systems/Drug Court, adolescents aged 10-18 years old, Transitional Aged Youth (TAY) aged 18-24 years old, Lesbian/Gay/Bisexual/Transgender/Queer/Questioning/Intersex/Ally/Two-Spirit, Pregnant/Parenting women with children, and/or whose primary substance is alcohol.

--Prioritize services in specific geographic areas, including Hayes Valley/Tenderloin/North of Market, South of Market, Bernal Heights/Inner Mission/94110, Bayview Hunter's Point/94124, and Southeast/Visitation Valley/Sunnydale/94134

--Include patient engagement and peer support, medication assisted treatment, withdrawal management, case management, and recovery services and supports, with appropriate integration of adolescent-specific

considerations, pregnant women and women with dependent children residential treatment requirements, evidence-based practices, DMC-ODS compliant policies and regulations, electronic health records and data systems, evaluation and quality improvement, workforce development and staffing, ancillary treatment and outreach services.

B. Explain why this service is necessary and the consequence of denial:

The State funding that San Francisco receives for Substance Use Disorder treatment is now the result of California's Medi-Cal waiver, which received Federal approval August 2015 and was rolled out to counties in steps throughout 2016. This waiver allows counties to support a much wider range of options to people with low incomes who are on Medi-Cal. Without this funding, San Francisco's funding for SUD treatment would be severely limited and people needing these services would likely be untreated and/or require significant increases in repetitive primary care and mental health treatment, experiencing worsening symptoms, requiring more expensive treatment, and escalating mortality rates.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

PSC 48652-16/17

D. Will the contract(s) be renewed?

Yes, as funding is available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

The Department expects the need for the services to continue.

**2. Reason(s) for the Request**

A. Display all that apply

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

The City does not have the facilities (including buildings for residential services) or capacity to provide these services, which provide an integral part of the City's system of care for people with substance abuse disorder diagnoses.

B. Reason for the request for modification:

To align the duration with the anticipated contract term.

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Contractors must provide services responsive to the requirements and goals of the new DMC-ODS pilot founded on values of a trauma-informed system of care, the practice of cultural humility and of whole person care, utilizing multi-dimensional assessments as specified by the American Society of Addiction Medicine (ASAM) criteria and an evidence-based, clinically/outcomes-driven treatment model that is person-centered, based on the person's illness and level of functioning, operating within the broad and flexible continuum of care, providing individualized treatment that can be stepped up or down to different care levels, and implemented with an interdisciplinary team approach in collaboration with the person's medical home, behavioral health clinics, and other services providers. All providers must also meet State and City requirements for Drug Medi-Cal certification, harm reduction, cultural and linguistic competency, Americans with Disabilities Act and other access requirements, as well as have the ability to serve priority service populations and geographic service areas.

B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol

Svcs; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractors will provide their own treatment and office space, including buildings for residential treatment, as licensed/required by the State.

**4. If applicable, what efforts has the department made to obtain these services through available resources within the City?**

Not Applicable

**5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out**

- A. Explain why civil service classes are not applicable.

Existing civil service classes are already overburdened with the current maximum level of delivery of local government-based services which can be provided by the City and County. The remainder of the substance use disorder treatment services within the City's system of care must be based in and often is best performed by community based organizations with the experience, focus, and often the trust of and credibility in the community, who are able to operate the flexible, grassroots-oriented programs.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, there are existing classifications performing this work, however, the demand for services exceeds the capacity of City facilities to provide them, so the City uses contractors to meet as many of the clients' needs as possible.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
The purpose of the services is does not include formal training of civil service staff, however, there may be transfer of knowledge through City staff's close coordination and collaboration with providers.

- C. Are there legal mandates requiring the use of contractual services?  
No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.

- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No

- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Please see attached list of current contractors.

**7. Union Notification:** On 05/30/24, the Department notified the following employee organizations of this PSC/RFP request:

SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, SFAPP; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Management & Superv Local 21; Architect & Engineers, Local 21;

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Reanna Albert Phone: 628-271-6178 Email: reanna.albert@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48652 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 09/06/2024

1 [Contract Amendment - Community Forward SF Inc. - Substance Use Disorder and Mental  
2 Health Services - Not to Exceed \$13,100,000]

3 **Resolution approving Amendment No. 1 to the agreement between Community**  
4 **Forward SF Inc. and the Department of Public Health, for Substance Use Disorder and**  
5 **Mental Health Services, to increase the agreement by \$3,551,892 for an amount not to**  
6 **exceed \$13,100,000; to extend the term by one year, from June 30, 2022, for a total**  
7 **agreement term of July 1, 2018, through June 30, 2023; and to authorize the**  
8 **Department of Public Health to enter into amendments or modifications to the contract**  
9 **prior to its final execution by all parties that do not materially increase the obligations**  
10 **or liabilities to the City and are necessary to effectuate the purposes of the contract or**  
11 **this Resolution.**

12  
13 WHEREAS, The Department of Public Health (DPH) selected Community Forward SF  
14 (CFSF) through two Request for Proposal (RFP) processes, RFP 26-2016, issued on August  
15 27, 2016, and RFP 8-2017, issued on August 23, 2017, to provide substance use disorder  
16 and mental health services, providing prevention services, outpatient crisis intervention  
17 services, case management, case management brokerage and community client services;  
18 and

19 WHEREAS, DPH entered into an agreement on July 1, 2018, to provide these services  
20 for four years, with the term of July 1, 2018, through June 30, 2022, in an amount not to  
21 exceed \$9,548,108, and

22 WHEREAS, The DPH wishes to increase the agreement by \$3,551,892 for an amount  
23 not to exceed \$13,100,000; to extend the term by one year, from June 30, 2022, for a total  
24 agreement term of July 1, 2018, through June 30, 2023; now, therefore, be it  
25



1           RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public  
2 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the  
3 City and County of San Francisco, to execute Amendment No. 1 to the agreement with  
4 Community Forward SF to provide substance use disorder and mental health services,  
5 providing prevention services, outpatient crisis intervention services, case management, case  
6 management brokerage and community client services for an amount not to exceed  
7 \$13,100,000 for a total agreement term of July 1, 2018, through June 30,2023; and, be it

8           FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of  
9 Public Health to enter into any amendments or modifications to the contract, prior to its final  
10 execution by all parties, that the Department determines, in consultation with the City  
11 Attorney, are in the best interests of the City, do not otherwise materially increase the  
12 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of  
13 the contract, and are in compliance with all applicable laws; and be it

14           FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed  
15 by all parties, the Director of Health and/or the Director of the Office of Contract  
16 Administration/Purchaser shall provide the final contacts to the Clerk of the Board for inclusion  
17 into the official File No. 220443.

18  
19 RECOMMENDED

20     /s/    

21 Dr. Grant Colfax

22 Director of Health  
23  
24  
25



# City and County of San Francisco

## Tails Resolution

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 220443

**Date Passed:** June 07, 2022

Resolution approving Amendment No. 1 to the agreement between Community Forward SF Inc. and the Department of Public Health, for Substance Use Disorder and Mental Health Services, to increase the agreement by \$3,551,892 for an amount not to exceed \$13,100,000; to extend the term by one year from June 30, 2022, for a total agreement term of July 1, 2018, through June 30, 2023; and to authorize the Department of Public Health to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract or this Resolution.

May 18, 2022 Budget and Finance Committee - CONTINUED

May 25, 2022 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

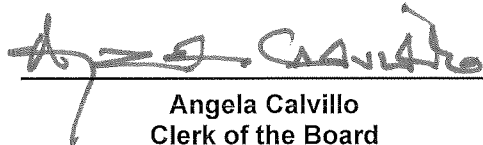
May 25, 2022 Budget and Finance Committee - RECOMMENDED AS AMENDED


June 07, 2022 Board of Supervisors - ADOPTED

Ayes: 11 - Chan, Dorsey, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 220443

**I hereby certify that the foregoing  
Resolution was ADOPTED on 6/7/2022 by  
the Board of Supervisors of the City and  
County of San Francisco.**

  
Angela Calvillo  
Clerk of the Board

  
London N. Breed  
Mayor

6/10/22  
Date Approved

1 [Contract Amendment - Community Forward SF Inc. - Substance Use Disorder and Mental  
2 Health Services - Not to Exceed \$22,298,042]

3 **Resolution approving Amendment No. 3 to the agreement between Community**  
4 **Forward SF Inc. and the Department of Public Health, for Substance Use Disorder and**  
5 **Mental Health Services, to increase the agreement by \$8,698,042 for a total amount not**  
6 **to exceed \$22,298,042; to extend the term by two years from June 30, 2023, for a total**  
7 **agreement term of July 1, 2018, through June 30, 2025; and to authorize the**  
8 **Department of Public Health to enter into amendments or modifications to the contract**  
9 **prior to its final execution by all parties that do not materially increase the obligations**  
10 **or liabilities to the City and are necessary to effectuate the purposes of the contract or**  
11 **this Resolution.**

12  
13 WHEREAS, The Department of Public Health (DPH) competitively selected and  
14 entered into an original agreement with Community Forward SF (CFSF) to provide behavioral  
15 health services focused on women experiencing homelessness, trauma or co-occurring  
16 disorders by providing a range of low-threshold outpatient mental health services, early  
17 intervention services and supportive shelter and drop-in services, through two Request for  
18 Proposal (RFP) processes, RFP 26-2016, issued on August 27, 2016, and RFP 8-2017,  
19 issued on August 23, 2017 ; and

20 WHEREAS, The Board of Supervisors approved the contract agreement Amendment  
21 No.1 between DPH and CFSF for a contract term of five years from July 1, 2018, through  
22 June 30, 2023, in the amount not to exceed \$13,100,000 through Resolution No. 259-22 (File  
23 No. 220443); and

1 WHEREAS, DPH subsequently amended the agreement to increase the amount  
2 by \$500,000, for an amount not to exceed \$13,600,000 while retaining the term of  
3 July 1, 2018, through June 30, 2023; and

4 WHEREAS, DPH wishes to amend the agreement to continue providing behavioral  
5 health services focused on women experiencing homelessness, trauma or co-occurring  
6 disorders through a range of low-threshold outpatient mental health services, early  
7 intervention services and supportive shelter and drop-in services by increasing the agreement  
8 by \$8,698,042 for a total amount not to exceed \$22,298,042; and extending the term by two  
9 years, from June 30, 2023, for a total agreement term of July 1, 2018, through June 30, 2025;  
10 now, therefore, be it

11 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public  
12 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the  
13 City and County of San Francisco, to execute Amendment No. 3 to the agreement with  
14 Community Forward SF to provide behavioral health services focused on women  
15 experiencing homelessness, trauma or co-occurring disorders through a range of low-  
16 threshold outpatient mental health services, early intervention services, and shelter and drop-  
17 in services for a total amount not to exceed \$22,298,042 and for a total agreement term of  
18 July 1, 2018, through June 30, 2025; and, be it

19 FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of  
20 Public Health to enter into any amendments or modifications to the contract, prior to its final  
21 execution by all parties, that the Department determines, in consultation with the City  
22 Attorney, are in the best interests of the City, do not otherwise materially increase the  
23 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of  
24 the contract, and are in compliance with all applicable laws; and, be it

1 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed  
2 by all parties, the Director of Health and/or the Director of the Office of Contract  
3 Administration/Purchaser shall provide the final contacts to the Clerk of the Board for inclusion  
4 into the official File No. 230572.

5  
6 RECOMMENDED

7 /s/

8 Dr. Grant Colfax

9 Director of Health  
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**City and County of San Francisco**  
**Tails**  
**Resolution**

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 230572

**Date Passed:** June 06, 2023

Resolution approving Amendment No. 3 to the agreement between Community Forward SF Inc. and the Department of Public Health, for Substance Use Disorder and Mental Health Services, to increase the agreement by \$8,698,042 for a total amount not to exceed \$22,298,042; to extend the term by two years from June 30, 2023, for a total agreement term of July 1, 2018, through June 30, 2025; and to authorize the Department of Public Health to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract or this Resolution.

June 02, 2023 Homelessness and Behavioral Health Select Committee - RECOMMENDED  
AS COMMITTEE REPORT

June 06, 2023 Board of Supervisors - ADOPTED

Ayes: 10 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Safai,  
Stefani and Walton  
Excused: 1 - Ronen

File No. 230572

I hereby certify that the foregoing  
Resolution was ADOPTED on 6/6/2023 by  
the Board of Supervisors of the City and  
County of San Francisco.

Angela Calvillo  
Clerk of the Board

London N. Breed  
Mayor

6/7/23

Date Approved

**From:** [Francine Lofrano](#)  
**To:** [Jalipa, Brent \(BOS\)](#)  
**Subject:** April 30, 2025 Regular Meeting of the Budget & Finance Committee  
**Date:** Tuesday, April 29, 2025 9:20:00 PM

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This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I am writing to submit public comment on Items 5, 9 and 10 on the Budget & Finance Committee's regular meeting agenda tomorrow, April 30, 2025. These three agenda items (items 5,9,10) all involve extending contracts and pouring *even more millions of taxpayer* dollars into NGO's bottomless pit services for homelessness, mental health and substance abuse. This hasn't worked, it's not working, and it will never work! The City has proven to be unfit stewards of taxpayer money. Everyone has been watching a re-run of waste, failures, broken promises and both government & NGO unaccountability for decades. I am completely opposed to this abject abuse and continued waste of taxpayer money. Enough!

Sincerely,  
Francine Lofrano



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 250182

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Reanna Albert	628-271-6178
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
DPH Department of Public Health	reanna.albert@sfdph.org



5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Community Forward SF	<b>TELEPHONE NUMBER</b> 415-223-1416
<b>STREET ADDRESS (including City, State and Zip Code)</b> 1171 Mission Street, San Francisco, CA 94103	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 250182
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> Not to exceed \$42,052,558		
<b>NATURE OF THE CONTRACT (Please describe)</b> Provide mental health and substance abuse treatment services.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

# 9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Rayner	Sammie	CEO
2	Usefman	John	CEO
3	Bloomin	Rose	Board of Directors
4	Minot	John	Board of Directors
5	Burns	Ryan	Board of Directors
6	Nguyen	QuynhChi	Board of Directors
7	McDonnell	Logan	Board of Directors
8	Lin-Arlow	June	Board of Directors
9	Hameed	Qimmah	Board of Directors
10	Flynn	Bradley	Board of Directors
11	Blume	Brooke	Board of Directors
12	Hamlin	Jeffrey	Board of Directors
13	Ramsey	Patrick	Board of Directors
14	Manuchehri	Parvin	Board of Directors
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

**SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK**

**DATE SIGNED**

BOS Clerk of the Board



City and County of San Francisco  
**Daniel Lurie, Mayor**

## San Francisco Department of Public Health

Naveena Bobba, MD, MPH  
Acting Director of Health

February 19, 2025

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and Community Forward SF, in the amount of \$42,052,558.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution
- Proposed Amendment 4
- Original Agreement
- Amendment 1
- Amendment 2
- Amendment 3
- Prior BOS Resolutions
- Form SFEC-126

For questions on this matter, please contact me at (628) 271-6178, [reanna.albert@sfdph.org](mailto:reanna.albert@sfdph.org).

Thank you for your time and consideration.

Sincerely,

*Reanna Albert*

Reanna Albert  
Pre-Award Unit Analyst  
Office of Contracts Management and Compliance  
DPH Business Office

cc: Naveena Bobba, Deputy Director of Health  
Michelle Ruggels, Director, DPH Business Office

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**The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.**

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

[reanna.albert@SFDPH.org](mailto:reanna.albert@SFDPH.org) – office 621-271-6178 – fax 415 252-3088

1380 Howard Street, Room 419D, San Francisco, CA 94103

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