

**PURCHASER'S
COPY**

**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

**Central City Hospitality House
Contract ID#: 1000011069**

This Agreement is made this 1st day of July, 2018, in the City and County of San Francisco, State of California, by and between Central City Hospitality House, 290 Turk Street, San Francisco, CA 94102, a non-profit entity, ("Contractor") and City.

Recitals

WHEREAS, the Department of Public Health ("Department") wishes to improve behavioral health outcomes for older adults, by expanding early identification efforts and improving access to appropriate care, through the Violence Prevention and Wellness Promotion Project and Older Adult Behavioral Health Screening and Response Project and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFQ 5-2017, a Request for Qualifications ("RFQ") issued on April 27, 2017 and granted on November 20, 2017, in which City selected Contractor as the highest qualified scorer pursuant to the RFQ; 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 49279-17/18 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."

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

1.4 "Contractor" or "Consultant" means Central City Hospitality House, 290 Turk Street, San Francisco, CA 94102.

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

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

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

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

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2021, 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 **Eight Million Eight Hundred Four Thousand Two Hundred Thirty Five Dollars (\$8,804,235)**. 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 as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

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

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

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

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

3.3.7 **Federal and/or State Funded Contracts.**

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

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

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding

per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

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

3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

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

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

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

Article 4 Services and Resources

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

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

4.3 **Subcontracting.**

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 Contractor will not employ subcontractors.

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

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor

performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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

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

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

Article 5 Insurance and Indemnity

5.1 Insurance.

5.2 **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:

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

5.4 Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.

5.5 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.

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

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

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

5.9 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.

5.10 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."

5.11 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.

5.12 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.

5.13 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.

5.14 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.

5.15 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.

5.16 **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

5.14 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.

5.15 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.

5.16 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.

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

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be

groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2 Termination for Default; Remedies.

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

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

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

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

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

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

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

terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

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

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

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

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

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

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

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

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

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

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

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

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements**

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

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

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

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

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

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

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

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

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

Article 11 General Provisions

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

To CITY: OFFICE OF CONTRACT
MANAGEMENT AND COMPLIANCE
DEPARTMENT OF PUBLIC HEALTH

1380 HOWARD STREET, 419A
SAN FRANCISCO, CALIFORNIA e-mail: stephanie.hon@sfdph.org
94103

And: JAMES STROH
CONTRACT DEVELOPMENT AND
TECHNICAL ASSISTANCE (CDTA)
1380 HOWARD STREET, 5TH FLOOR
SAN FRANCISCO, CA 94103 e-mail: james.stroh@sfdph.org

To CONTRACTOR: JOE WILSON
290 TURK STREET
SAN FRANCISCO, CA 94102 e-mail: jwilson@hospitalityhouse.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, the RFQ, and Contractor's proposal. The RFQ and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFQ 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 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.

12.4 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

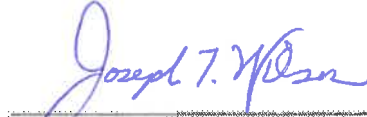
Recommended by:



Greg Wagner
Acting Director of Health
Department of Public Health

CONTRACTOR

Central City Hospitality House




Joe Wilson
Executive Director
290 Turk Street
San Francisco, CA 94102

Supplier ID: 23132

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Virginia Dario Elizondo
Deputy City Attorney

Approved:


Alaric Degrafinried
Director of the Office of Contract Administration,
and Purchaser

Appendices

- | | |
|---------------------------------------|--|
| A: Scope of Services | F: Invoice |
| B: Calculation of Charges | G: Dispute Resolution |
| C: Reserved | H: Privacy Policy Compliance Standards |
| D: Reserved | I: Declaration of Compliance |
| E: HIPAA Business Associate Agreement | |

Received By:
FEB 28 '19 AM 8:31
Purchasing Department

Appendix A
Scope of Services

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **James Stroh**, 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.

For services solicited under a Group Purchasing Organization (GPO) the Contractor shall report all applicable sales under this agreement to the respective GPO.

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.

For contracts for the provision of services at San Francisco General or Laguna Honda Hospital and Rehabilitation Center, the evaluation program shall include agreed upon performance measures as specified in the Performance Improvement Plan and Performance Measure Grid which is presented in Attachment 1 to Appendix A. Performance measures are reported annually to the Zuckerberg San Francisco General performance improvement committees (PIPS and Quality Council) or the to the Administration Office of Laguna Honda Hospital and Rehabilitation Center.

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. 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.

G. 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.

H. 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."

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 – Tenderloin Self-Help Center

Appendix A-2 – Sixth Street Self-Help Center

Appendix A-3 – Community Building Program

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: Hospitality House	Appendix A-1
Program Name: Tenderloin Self-Help Center	FY: 18-19
	Funding Source: MHSA + GF

1. Identifiers:

Tenderloin Self-Help Center
 146 Leavenworth Street
 San Francisco, CA, 94102
 415.749.2100
 Website Address: www.hospitalityhouse.org

Contractor Address (if different from above): 290 Turk Street, San Francisco, CA, 94102

Person Completing this Narrative: Joe Wilson, Executive Director
 Telephone: 415.749.2111
 Email Address: jwilson@hospitalityhouse.org
 Program Code: 38CJ2

2. Nature of Document:

New Contract Amendment RPB

3. Goal Statement:

The Tenderloin Self-Help Center offers a continuum of low-threshold services for those who do not otherwise utilize traditional service delivery modes, including peer counseling, case management, individual and group behavioral health services, a community arts program, an employment program, peer-led support groups, opportunities for volunteerism, and socialization activities.

4. Target Population:

The Tenderloin Self-Help Center serves the entire community and will see anyone who comes to our door. This contract’s primary focus population is adult and older adult residents of San Francisco’s Tenderloin community - homeless and housed – who struggle with behavioral health issues and who have difficulty accessing traditional modes of service. This highly disenfranchised population includes homeless people, those living in SRO hotels, immigrants, veterans, people with disabilities, LGBT communities, ex-offenders, and others. Demographics reflect the diversity of the community - roughly 29% African American, 2% American Indian, 31% Asian, 19% Caucasian, 10% Latino, and 10% other; 42% female, 52% male, 2% transgender; 8% veterans; 44% housed; 53% age 55 and older. Services are located in San Francisco’s Tenderloin community – 94102 zip code, but this program serves the entire city.

5. Modality(s)/Intervention(s)

See Appendix B for details.

OUTREACH & ENGAGEMENT

Contractor Name: Hospitality House	Appendix A-1
Program Name: Tenderloin Self-Help Center	FY: 18-19
	Funding Source: MHTA + GF

- 2500 participants will participate in a range of socialization and wellness services.

SCREENING & ASSESSMENT

- 80 participants will be screened and/or assessed for behavioral health concerns as measured by the Case Management Assessment conducted by TSHC case managers
- 75% of participants screened and/or assessed will be referred to behavioral health services as measured by creation of a harm reduction plan.

WELLNESS PROMOTION

- 175 participants will attend Harm Reduction support groups conducted by the Harm Reduction Therapy Center.
- 50% of Harm Reduction support group participants will demonstrate reduced risk behaviors (e.g. reduction in substance use, unsafe substance use practices, sexual risk, self-injurious behavior, or other-injurious behavior).

SERVICE LINKAGE

- 80 participants will be referred to behavioral health services, as measured by creation of a harm reduction plan.
- 60 participants will have a written case plan
- 50 participants will achieve at least one case plan goal

6. Methodology:

A. Outreach: Hospitality House has been providing services in the heart of San Francisco since 1967. For more than 50 years, Hospitality House has been an anchor community-based institution welcoming homeless, low-income community residents. The Tenderloin Self-Help Center was founded in 1985 as a result of a groundbreaking, community-wide effort to strengthen low-threshold access by community residents to behavioral health services. Given this well-established presence, word of mouth is one of the primary methods that community residents hear about our services. Hospitality House's peer-based, self-help model encourages engagement of difficult-to-reach populations, as services are provided by people who have had similar experiences to those accessing programs. In essence, those leading our programs reflect the life experience of those utilizing the programs. This allows participants to open up easily to staff and facilitates the recovery process.

Another strategy of engagement is to provide diverse entry points for access to services. While some individuals may be comfortable attending a support group, others may more easily open up in the community arts studio. Some participants first engage through the drop-in and are later linked to other services to address behavioral health needs. Whatever the draw to services, Hospitality House allows for people to engage with programs in their area of interest and to progress at their own pace. In addition,

Contractor Name: Hospitality House	Appendix A-1
Program Name: Tenderloin Self-Help Center	FY: 18-19
	Funding Source: MHSA + GF

we have detailed program fliers available in English and Spanish providing overviews of program activities and scheduling. Peer staff and program managers attend a variety of community forums, neighborhood discussions, and provider collaboration meetings, providing information about our services, and learning new ways to engage community residents. Our website is updated frequently, and we have an active social media presence through Facebook and Twitter.

B. Intake: With low-threshold, open-door access, everyone is invited to participate in Hospitality House’s programs at their own level of stability, interest, and ability. People engage in services when they are ready and advance at their own pace, and participants’ resiliency is acknowledged and fostered. Staff embrace a strengths-based perspective and encourage participants to learn from their setbacks. Relapse is seen as a part of the recovery process instead of as weak or shameful behavior. Peer counseling is valued as a method of relating to participants and a way to instill hope that everyone can recover and achieve health and wellness in their lives.

With a commitment to providing accessible services through an “any door is the right door” approach, Hospitality House has given considerable thought to developing appropriate methods of tracking program utilization and demographics. As participants engage in drop-in services, they are encouraged to sign in with staff. The sign-in sheet includes an identifier (last initial and last four social security digits), age, gender, ethnicity, veteran status, and stable housing status. Participants who are uncomfortable with the sign-in process are counted through a tally mark system. This combination enables data staff to accurately reflect both an unduplicated participant count as well as the number of visits to the program. Further detail is available for case management participants who have reached a more sustained level of engagement.

We will work with MHSA staff on Sexual Orientation & Gender Identity (SOGI) training to enhance staff skill and confidence in eliciting and documenting more sensitive information while maintaining our low-threshold, low-barrier program model.

C. Program Service Delivery Model: Hospitality House’s community-based, peer-led programs are designed to be accessible and welcoming to all participants. Hospitality House has no entry requirements (with the exception of the shelter which is only for men), and staff are trained to work with participants at their own pace using a variety of engagement techniques. A combination of peer and clinical staff are available to work with participants on an individual as well as a group level. Behavioral expectations are clearly communicated and consistently enforced. Consequences for not complying with behavioral expectations are appropriate to the rule infraction, and participants are never permanently denied services from Hospitality House. This allows participants to reconnect to services after a period of time out and further supports the idea that people can and do change, if given the opportunity and resources.

Phases of Treatment: A range of services and activities are offered, including support groups, access to the arts, creative writing classes, employment services, and socialization events that allow people to

Contractor Name: Hospitality House	Appendix A-1
Program Name: Tenderloin Self-Help Center	FY: 18-19
	Funding Source: MHSA + GF

engage with the program in their areas of interest. Because Hospitality House employs the harm reduction philosophy, the entire range of services is available to participants regardless of their history of involvement in the program, in a non-linear fashion.

Length of Stay; Frequency and Duration of Service: Participants are able to receive services at Hospitality House on an indefinite basis, at the frequency and engagement level of their choice, for as long as they deem it supportive and helpful.

Locations of Service Delivery; Hours of Operation: Service delivery for this project will be centered at the Tenderloin Self-Help Center (located at 146 Leavenworth St.) in the Tenderloin, open 7am-7pm Monday through Friday, and at the Community Arts Program (located at 1009 Market St.) in the Mid-Market area, with open studio hours Monday/Wednesday/Friday from 1-6pm, Tuesday/Thursday from 10am-3pm.

Strategies for Service Delivery:

Immediate Survival and Support Services. Upon arrival, participants have immediate access to respite from the streets, use of restrooms and telephones, and basic supplies. This includes hygiene items, clothing vouchers, bus tokens, laundry vouchers, and voicemail boxes, as available. Coffee and other refreshments are offered throughout the course of the day, as available. Groceries and produce are distributed on Wednesday afternoons to over 100 participants and neighborhood residents.

Peer Advocates and Studio Assistants are available to immediately assist participants with general peer counseling and support; letters to establish residency for CAAP benefits; information and referrals for clothing, food, housing, and other services; assistance in obtaining state identification cards and replacement birth certificates; support and linkage in the areas of housing, benefits, treatment and medical care. In their initial engagement with participants, Peer Advocates and Studio Assistants also provide basic assessment of participants’ needs and direct them to case management services and other services the Center has to offer.

Case Management. Case Managers provide counseling and case management support to those in need of more intensive services, addressing their barriers to achieving health and stability, including mental health and substance use issues, physical health needs, housing, and vocational development. In accordance with Hospitality House’s participant-centered model, case managers focus on participants’ strengths and work in collaboration with them to develop individual goal plans. There is also a strong focus on self-help and peer-to-peer support in working toward participant outcomes.

Holistic Behavioral Health Services. For many years, Hospitality House has enhanced its peer-based services with clinical support through a contract with the Harm Reduction Therapy Center (HRTC). HRTC is a non-profit organization dedicated to providing alternative treatment to people with behavioral

Contractor Name: Hospitality House	Appendix A-1
Program Name: Tenderloin Self-Help Center	FY: 18-19
	Funding Source: MHSA + GF

health issues. As a State of California certified outpatient drug and alcohol treatment program, HRTC has pioneered harm reduction psychotherapy for dually-diagnosed individuals. Through this partnership, HRTC provides on-site individual and group harm reduction therapy services to participants as well as offering clinical insight in peer staff trainings.

To further strengthen the focus on holistic health, Hospitality House contracts with the Care Through Touch Institute to provide healing chair massage two days each week. This intervention has proven to be successful with participants experiencing various levels of trauma, mental health activation, and substance use issues. The simple practice of touch brings up people’s awareness about what they are experiencing in their bodies and minds and leads to increased engagement in health-related services.

Support Groups. In addition to the four weekly harm reduction therapy groups offered through partnership with HRTC, a range of peer support groups is also available. Many people struggling with poverty and homelessness experience extreme isolation and alienation caused by a lack of genuine human connection. Each of the Center’s targeted support groups (women’s group, Latino group, etc.) gives individuals the opportunity to connect with their peers about their group’s specific issues and provides staff a formal opportunity to advise participants on available resources. As the sessions are led by staff who are intimately connected to the institutional and personal barriers participants face, group participation offers unique insight and assistance. In addition, the presence of peer staff provides participants with models of success and renewed belief that they, too, can transition from their present difficult circumstances.

Socialization and Cultural Activities. Because those who come to the Center, whether homeless or housed, often experience isolation, loneliness, and lack of a social support system, the Center provides an opportunity for participants to socialize with one another. The Community Arts Program provides open studio access, technical art workshops, creative writing classes, and exhibition opening events that are open for all. Every week at the Self-Help Center, there is a Friday Social where participants are invited to come and play dominos, chess, bingo, and other board games. This social time is followed by Friday Cinema, where a movie is shown.

Special events are planned for holidays and other occasions (African American History Month, Women’s History Month, Dia de los Muertos, Lunar New Year, Pride Month, and the like). These social activities provide access to entertainment in a safe space that is free from drugs, alcohol, and other influences that may be present on the streets and in bars or clubs in the area. The Self-Help Center also provides a venue for community members to come together and support each other around other significant events, such as major sporting events, natural disasters, and memorial services to remember those in the community who have died.

Wrap-around Services: With the Tenderloin Self-Help Center drop-in space located in the center of the program, participants are literally surrounded by opportunities for deeper engagement. Case manager

Contractor Name: Hospitality House	Appendix A-1
Program Name: Tenderloin Self-Help Center	FY: 18-19
	Funding Source: MHSA + GF

offices are located in the mezzanine, with employment, therapy, group, and wellness services located in the basement. This provides a comfortable, low-threshold engagement mechanism from which participants can access the broad range of available support services.

Linkages & Coordination with Other Agencies: In order to actualize the “any door is the right door” approach, Hospitality House has engaged in long-running collaborations with many other community-based organizations in and around San Francisco which enhance the quality and level of services available to our participants including mental health, substance abuse, medical, employment, legal, housing, immediate needs, and other services.

D. Exit Criteria & Process: In order to ensure long-term accessibility and welcoming in response to community needs, Hospitality House allows participants to define their own measures of success, in true harm reduction fashion. Participants do not “exit” the program; files are considered either “active” or “inactive” so that they can be reactivated if a participant chooses to re-engage in services. Staff work with participants where they are at, meeting their range of needs for more or less intensive services, aftercare, or informal follow-up. This consistent availability is a key aspect of welcoming and accessibility. Due to the challenges and transitions facing many community members and people seeking services, it has been important for Hospitality House to remain available to participants. This is helpful for participants who return to the agency after a prolonged absence, knowing that Hospitality House is a place which offers low-threshold support.

E. Staffing: Currently, the program is staffed by a combination of Peer Advocates and Case Managers. While both positions work directly with program participants in the drop-in center, **Peer Advocates/Studio Assistants** specifically provide engagement, crisis intervention, and peer counseling to support participants and motivate them to engage in services and improve their physical, emotional, and economic health. **Case Managers** work with participants in-depth to assist them in addressing employment goals, housing needs, mental health and substance abuse issues, medical needs, and benefits and legal advocacy, employing the modalities of harm-reduction and self-help. Case Managers link participants to the broader array of services provided in the community. The **Program Manager** provides supervisory support to line staff, directs program activities, and is accountable to the provision of client-centered quality services. The Program Manager reports to the **Director of Programs**, who provides oversight of all programs, manages program budgets and grants, coordinates services with community partners, and oversees personnel matters at a program level.

F. MHSA Additional Required Service Description:

1) Consumer/participant engagement: Hospitality House embraces a community-based, peer-led model that places consumers at the forefront of development, implementation, and evaluation. Participants assume a variety of roles within the organization – participant, volunteer, staff, board member, donor – as they personally grow and evolve. Feedback is gathered regularly in weekly community meetings, annual cultural competency surveys, and annual participant satisfaction surveys (both those solicited

Contractor Name: Hospitality House	Appendix A-1
Program Name: Tenderloin Self-Help Center	FY: 18-19
	Funding Source: MHPA + GF

from the agency and from DPH). Both quantitative and qualitative data collected is reviewed with managers, staff, and participants in order to adjust program design and implementation in order to maximize participant satisfaction. As participants move into peer volunteer, staff, and management positions, they lend their voices through weekly meetings, trainings, and supervision sessions. There are also four seats on the board of directors designated for participants. Board members elected to those seats, and any other participant who is interested, are encouraged to sit on the board's program and policy committee where decisions are made regarding program direction, development, and expansion.

2) Promoting the MHPA vision: Hospitality House holds a guiding principle of mission-driven fundraising, and found the MHPA funding stream to be a natural fit with the philosophy and services of the agency. The agency actively manifests the MHPA Vision in its daily functioning:

- *The concepts of recovery and resilience are widely understood and are evident in programs and service delivery.*
Through commitment to a low-threshold approach and a guiding principle of harm reduction, Hospitality House provides services with the belief that everyone has the ability to make life changes in order to thrive. Staff understand that all individuals seeking services have a unique vision for what they would like their life to look like. The program model ensures that participants are provided with unlimited opportunities to begin again and to continue working towards future goals.
- *Consumers are supported to determine and achieve their own goals and lead fulfilling and productive lives.*
With a guiding principle of community-based, peer-led programs, Hospitality House has always advocated that participants be the guiding force in identifying and prioritizing their needs, from an individual goal-setting process, to a larger community organizing and policy advocacy level.
- *Providers have the attitudes, knowledge and skills needed to understand, communicate with, and effectively serve people across cultures.*
During new employee orientation, Hospitality House provides an overview of the agency's guiding principles, which includes the commitment to treat everyone with dignity and respect. In addition, the agency places an emphasis on hiring peer staff from the community who have faced similar challenges to those of our participants. This combination ensures the cultural relevancy of our staff team.
- *Consumers and their families are actively engaged in all aspects of the behavioral health system including planning, implementation and evaluation.*
As described above, in Question 1.
- *Efforts to improve service coordination result in a seamless experience for clients.*
Hospitality House's continuous quality improvement efforts prioritize incorporation of participant feedback. Qualitative and quantitative feedback is gathered through various weekly and annual efforts,

Contractor Name: Hospitality House	Appendix A-1
Program Name: Tenderloin Self-Help Center	FY: 18-19
	Funding Source: MHTA + GF

and the data is reviewed with managers, staff and participants in order to adjust program design and implementation in order to maximize participant satisfaction.

- *Collaboration with different systems increases opportunities for jobs, education, housing, etc.* Hospitality House has engaged in long-running collaborations with many other community-based organizations in and around San Francisco. We have especially close relationships with the Harm Reduction Therapy Center and the Care Through Touch Institute which provide on-site access to holistic behavioral health services. In addition, we collaborate with dozens of other organizations to enhance the quality and level of services available to our participants, including mental health, substance use, medical, employment, legal, housing, immediate needs, and other services.

Hospitality House is also involved in initiatives addressing critical neighborhood needs, such as the Market Street for the Masses Coalition, the Homeless Emergency Service Providers Association, and the Tenderloin Health Improvement Project. The Executive Director also is a member of the Mayor’s Safe Injection Services Task Force.

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

Hospitality House guarantees compliance with Health Commission, Local, State, Federal, and/or Funding Source policies and requirements, such as Harm Reduction, HIPAA, Cultural Competency, and Client Satisfaction. The Director of Programs is responsible for Continuous Quality Improvement coordination. Hospitality House regularly involves participants in its CQI feedback loop. Feedback is gathered in weekly community meetings, annual cultural competency surveys, and annual participant satisfaction surveys (both those solicited from the agency and from DPH). Survey responses, both quantitative and qualitative, are reviewed with the Board’s Program & Policy Committee, managers, staff, and participants; each program develops an Action Plan with concrete steps to address areas in need of improvement. Participants are also engaged in program evaluation through participation on the Board of Directors, with four full voting member seats for program participants to represent the agency’s programs.

A. Achievement of contract performance objectives and productivity: Each objective has a clearly defined evaluation measurement process. Because of the agency’s low-threshold nature, data is tracked through an internal database rather than through the Avatar system. Program staff report data through sign-in sheets, outcome forms, etc., and managers review the data for accuracy before submission to data staff. After completing data entry, the data staff reviews weekly and monthly reports with the Director of Programs on a quarterly basis to ensure accuracy and track progress towards meeting objectives. Managers are provided a quarterly update on their progress in meeting annual outcomes; problem-solving occurs regarding any areas in need of improvement.

Contractor Name: Hospitality House	Appendix A-1
Program Name: Tenderloin Self-Help Center	FY: 18-19
	Funding Source: MHSA + GF

B. Documentation quality, including a description of internal audits: With an emphasis on peer-based programming and hiring from the community, Hospitality House takes a multilayered approach to monitoring documentation, given that certain staff are less familiar with general workplace documentation standards. Managers sign off on data submitted by staff, prior to close scrutiny from data entry staff. Each month the managers review participant files for case notes and sufficient backup documentation before approving monthly outcome forms. Data staff follow-up with managers and program staff if questions arise during the data entry process. The Director of Programs collaborates with data staff to identify any discrepancies which require further review of documentation. Through this internal audit system, the agency can ensure that sufficient documentation backs up the outcomes as reported.

C. Cultural competency of staff and services: With “multi-cultural services” as one of the agency’s nine guiding principles, cultural sensitivity is a priority. Staff is trained in the orientation process and through the regular monthly training series on how to provide services in a welcoming manner. The Inclusivity Workgroup, consisting of interested staff and management, meets monthly to design and implement programming and activities to strengthen our cultural competency. Hospitality House prioritizes hiring staff from the community, with an emphasis on our staff demographics representing those of the community we serve, at every level of the organization. Hospitality House engages in the annual DPH cultural competency process, with management participating regularly in DPH Cultural Competency Task Force meetings.

D. Satisfaction with services: Hospitality House uses an annual internal Participant Satisfaction Survey, available in English, Spanish, and Chinese. Each of the agency’s programs collects surveys. As described above, Peer Advocates and Case Managers distribute and collect Participant Satisfaction Surveys during the annual one-week period. Because of the low-threshold nature of services, staff provides support to participants who request assistance in completing the survey. Administrative staff support survey collection and conduct data entry, resulting in a report summarizing both quantitative and qualitative survey results as well as a comparison from previous years. For the last two years, Hospitality House received assistance from graduate-level students to conduct the data analysis, which was really helpful. Results are shared with the Board of Directors’ Program Committee, Leadership Team, staff, and participants in order to review the feedback and identify areas for improvement, creating an annual action plan for each program to adjust program design and implementation in order to maximize participant satisfaction.

E. Timely completion and use of outcome data: As a low-threshold program, Hospitality House does not use CANS or ANSA data. We focus instead on review of our progress towards meeting outcome objectives, and whether data trends indicate a need for modification of service delivery methods.

9. Required Language:

Not applicable.

Contractor Name: Hospitality House	Appendix A-2
Program Name: Sixth Street Self-Help Center	FY: 18-19
	Funding Source: MHSA + GF

1. Identifiers:

Sixth Street Self-Help Center
 169 Sixth Street
 San Francisco, CA, 94103
 415.369.3040

Website Address: www.hospitalityhouse.org

Contractor Address (if different from above): 290 Turk Street
 City, State, ZIP: San Francisco, CA, 94102

Person Completing this Narrative: Joe Wilson, Executive Director
 Telephone: 415.749.2111
 Email Address: jwilson@hospitalityhouse.org
 Program Code: 38IP6

2. Nature of Document:

New Contract Amendment RPB

3. Goal Statement:

To reduce the trauma caused by homelessness and poverty in the Sixth Street corridor by providing access to mental health, substance use, housing, employment, stabilization and socialization services using a low-threshold, self-help, peer-based, harm reduction model.

4. Target Population:

The Sixth Street Self-Help Center serves the entire community and will see anyone who comes to our door. This contract’s primary focus population is adult and older adult residents of San Francisco’s Sixth Street corridor/South of Market area - homeless and housed – who struggle with behavioral health issues and who have difficulty accessing traditional modes of service. This highly disenfranchised population includes homeless people, those living in SRO hotels, immigrants, veterans, people with disabilities, LGBT communities, ex-offenders, and others. Demographics reflect the diversity of the community - roughly 48% African American, 1% American Indian, 6% Asian, 25% Caucasian, 11% Latino, and 9% other; 20% female, 78% male, 1% transgender; 15% veterans; 48% housed; 33% age 55 and older. Services are located in San Francisco’s Tenderloin community – 94103 zip code, but this program serves the entire city.

5. Modality(s)/Intervention(s)

See Appendix B for details.

OUTREACH & ENGAGEMENT

- 1000 participants will participate in a range of socialization and wellness services.

Contractor Name: Hospitality House	Appendix A-2
Program Name: Sixth Street Self-Help Center	FY: 18-19
	Funding Source: MHSA + GF

SCREENING & ASSESSMENT

- 60 participants will be screened and/or assessed for behavioral health concerns as measured by the Case Management Assessment conducted by SSSHC case managers
- 75% of participants screened and/or assessed will be referred to behavioral health services as measured by creation of a harm reduction plan.

WELLNESS PROMOTION

- 75 participants will attend Harm Reduction support groups conducted by the Harm Reduction Therapy Center.
- 50% of Harm Reduction support group participants will demonstrate reduced risk behaviors (e.g. reduction in substance use, unsafe substance use practices, sexual risk, self-injurious behavior, or other-injurious behavior).

SERVICE LINKAGE

- 60 participants will be referred to behavioral health services, as measured by creation of a harm reduction plan.
- 40 participants will have a written case plan
- 30 participants will achieve at least one case plan goal

6. Methodology:

A. **Outreach:** Hospitality House has been providing services in the heart of San Francisco since 1967. For more than 50 years, Hospitality House has been an anchor community-based institution welcoming homeless, low-income community residents. Given this well-established presence, word of mouth is one of the primary methods that community residents hear about our services. Hospitality House’s peer-based, self-help model encourages engagement of difficult-to-reach populations, as services are provided by people who have had similar experiences to those accessing programs. In essence, those leading our programs reflect the life experience of those utilizing the programs. This allows participants to open up easily to staff and facilitates the recovery process.

Another strategy of engagement is to provide diverse entry points for access to services. While some individuals may be comfortable attending a support group, others may more easily open up while watching a movie. Some participants first engage through the Employment Resource Center and are later linked to other services to address behavioral health needs. Whatever the draw to services, Hospitality House allows for people to engage with programs in their area of interest and to progress at their own pace. In addition, we have detailed program fliers available in English and Spanish providing overviews of program activities and scheduling. Staff and managers attend a variety of community and provider collaboration meetings, providing information of our services. Our website is updated frequently, and we have an active social media presence through Facebook and Twitter.

Contractor Name: Hospitality House	Appendix A-2
Program Name: Sixth Street Self-Help Center	FY: 18-19
	Funding Source: MHSA + GF

B. Intake: With low-threshold, open-door access, everyone is invited to participate in Hospitality House’s programs at their own level of stability and ability. People engage in services when they are ready and advance at their own pace, and participants’ resiliency is acknowledged and fostered. Staff embrace a strengths perspective and encourage participants to learn from their setbacks. Relapse is seen as a part of the recovery process instead of as weak and shameful behavior. Peer counseling is valued as a method of relating to participants and a way to instill hope that everyone can recover and achieve health and wellness in their lives.

With a commitment to providing accessible services through an “any door is the right door” approach, Hospitality House has given considerable thought to developing appropriate methods of tracking program utilization and demographics. As participants engage in drop-in services, they are encouraged to sign in with staff. The sign-in sheet includes an identifier (last initial and last four social security digits), age, gender, ethnicity, veteran status, and stable housing status. Participants who are uncomfortable with the sign-in process are counted through a tally mark system. This combination enables data staff to accurately reflect both an unduplicated participant count as well as the number of visits to the program. Further detail is available for case management participants who have reached a more sustained level of engagement.

We will work with MHSA staff on Sexual Orientation & Gender Identity (SOGI) training to enhance staff skill and confidence in eliciting and documenting more sensitive information while maintaining our low-threshold, low-barrier program model.

C. Program Service Delivery Model: Hospitality House’s community-based, peer-led programs are all designed to be accessible and welcoming to all participants. Hospitality House has no entry requirements (with the exception of the shelter which is only for men), and staff are trained to work with participants at their own pace and to use a variety of engagement techniques. A combination of peer and clinical staff are available to work with participants on an individual as well as a group level. Behavioral expectations are clearly communicated and consistently enforced. Consequences for not complying with behavioral expectations are appropriate to the rule infraction, and participants are never permanently denied services from Hospitality House. This allows participants to reconnect to services after a period of time out and further supports the idea that people can and do change, if given the opportunity and resources.

Phases of Treatment: A range of services and activities are offered, including support groups, access to the arts, employment workshops, and socialization events that allow people to engage with the program in their areas of interest. Because Hospitality House employs the harm reduction philosophy, the entire range of services is available to participants regardless of their history of involvement in the program, in a non-linear fashion.

Contractor Name: Hospitality House	Appendix A-2
Program Name: Sixth Street Self-Help Center	FY: 18-19
	Funding Source: MHSA + GF

Length of Stay; Frequency and Duration of Service: Participants are able to receive services at Hospitality House on an indefinite basis, at the frequency and engagement level of their choice, for as long as they deem it supportive and helpful.

Locations of Service Delivery; Hours of Operation: Service delivery for this project will be centered out of the Sixth Street Self-Help Center (located at 169 Sixth Street), in the Sixth Street corridor, open 9am-5pm, Monday through Friday.

Strategies for Service Delivery:

Immediate Survival and Support Services. Upon arrival, participants have immediate access to respite from the streets, use of restrooms and telephones, and basic supplies. This includes hygiene items, clothing vouchers, bus tokens, laundry vouchers, and voicemail boxes, as available. Coffee and other light refreshments are offered throughout the course of the day, as available.

Peer Advocates are available to immediately assist participants with general peer counseling and support; letters to establish residency for CAAP benefits; information and referrals for clothing, food, housing, and other services; assistance in obtaining state identification cards and replacement birth certificates; support and linkage in the areas of housing, benefits, treatment and medical care. In their initial engagement with participants, Peer Advocates also provide preliminary assessment of participants’ needs and direct them to case management and other Center services as needed.

Case Management. Case Managers provide counseling and case management support to those in need of more intensive services, addressing their barriers to achieving health and stability, including mental illness, substance use issues, physical health needs, housing, and vocational development. In accordance with Hospitality House’s participant-centered model, case managers focus on participants’ strengths and work in collaboration with them to develop individual goal plans. There is also a strong focus on self-help and peer-to-peer support in working toward participant outcomes.

Holistic Behavioral Health Services. For many years, Hospitality House has enhanced its peer-based services with clinical support through a contract with the Harm Reduction Therapy Center (HRTC). HRTC is a non-profit organization dedicated to providing alternative treatment to people with behavioral health issues. As a State of California certified outpatient drug and alcohol treatment program, HRTC has pioneered harm reduction psychotherapy for dually-diagnosed individuals. Through this partnership, HRTC provides on-site individual and group harm reduction therapy services to participants as well as offering clinical insight in peer staff trainings.

To further strengthen the focus on holistic health, Hospitality House contracts with the Care Through Touch Institute to provide healing chair massage each week. This intervention has proven to be successful with participants experiencing various levels of trauma, mental illness, and substance use

Contractor Name: Hospitality House	Appendix A-2
Program Name: Sixth Street Self-Help Center	FY: 18-19
	Funding Source: MHSA + GF

issues. The simple practice of touch brings up people’s awareness about what they are experiencing in their bodies and minds and leads to increased engagement in health-related services.

Support Groups. In addition to the four weekly harm reduction therapy groups offered through partnership with HRTC, a range of peer support groups is also available. Many people struggling with poverty and homelessness experience extreme isolation and alienation caused by a lack of genuine human connection. Each of the Center’s targeted support groups (Job Seekers Support Group, Healthy Lifestyles group, etc.) gives individuals the opportunity to connect with their peers about their group’s specific issues and provides staff a formal opportunity to advise participants on available resources. As the sessions are led by staff who are intimately connected to the institutional and personal barriers participants face, group participation offers unique insight and assistance. In addition, the presence of peer staff provides participants with models of success and renewed belief that they, too, can transition from their present difficult circumstances.

Socialization and Cultural Activities. Because those who come to the Self-Help Center, whether homeless or housed, often experience isolation, loneliness, and lack of a social support system, the Center provides an opportunity for participants to socialize with one another. Every week at the Self-Help Center, there is a Friday Social where participants are invited to come and play dominos, chess, bingo, and other board games. This social time is followed by Friday Cinema, where a movie is shown.

Special events are planned for holidays and other occasions (African-American History Month, Women’s History Month, Dia de los Muertos, Lunar New Year, Pride Month, and the like). These social activities provide access to engagement in a safe, welcoming space that is free from drugs, alcohol, and other influences that may be present on the streets and in bars or clubs in the area. The Self-Help Center also provides a venue for community members to come together and support each other around other significant events, such as major sporting events, natural disasters, and memorial services to remember those in the community who have died.

Wrap-around Services: The Sixth Street Self-Help Center was designed with participants in mind. With the drop-in space located in the front of the program, participants are surrounded by opportunities for deeper engagement. Case manager offices are located next to the drop-in, with employment, therapy, and group services located just down a short hallway. This provides a comfortable, low-threshold engagement mechanism from which participants can access the broad range of available support services.

Linkages & Coordination with Other Agencies: In order to actualize the “any door is the right door” approach, Hospitality House has engaged in long-running collaborations with many other community-based organizations in and around San Francisco which enhance the quality and level of services available to our participants including mental health, substance abuse, medical, employment, legal, housing, immediate needs, and other services.

Contractor Name: Hospitality House	Appendix A-2
Program Name: Sixth Street Self-Help Center	FY: 18-19
	Funding Source: MHSa + GF

D. Exit Criteria & Process: In order to ensure long-term accessibility and welcoming in response to community needs, Hospitality House allows participants to define their own measures of success, in true harm reduction fashion. Participants do not “exit” the program; files are considered either “active” or “inactive” so that they can be reactivated if a participant chooses to re-engage in services. Staff work with participants where they are at, meeting their range of needs for more or less intensive services, aftercare, or informal follow-up. This consistent availability is a key aspect of welcoming and accessibility. Due to the challenges and transitions facing many community members and people seeking services, it has been important for Hospitality House to preserve its low-threshold access for participants. This is helpful for participants who return to the agency after a prolonged absence, knowing that Hospitality House is a place which offers ongoing support.

E. Staffing: Currently, the program is staffed by a combination of Peer Advocates and Case Managers. While both positions work directly with program participants in the drop-in center, **Peer Advocates** specifically provide engagement, crisis intervention, information and referral, and peer counseling to support participants and motivate them to engage in services and improve their physical, emotional, and economic health. The **Case Manager** works with participants in-depth to assist them in addressing employment goals, housing needs, mental health and substance use issues, medical needs, and public benefits and legal advocacy, employing the modalities of harm-reduction and self-help. Case Managers link participants to the broader array of services provided in the community. The **Program Manager** provides supervisory support to line staff, directs program activities, and is accountable to the provision of client-centered quality services. The Program Manager reports to the **Director of Programs**, who provides oversight of all programs, manages program budgets and grants, coordinates services with community partners, and oversees personnel matters at a program level.

F. MHSa Additional Required Service Description:

1) Consumer/participant engagement: Hospitality House embraces a community-based, peer-led model that places consumers at the forefront of development, implementation, and evaluation. Participants assume a variety of roles within the organization – participant, volunteer, staff, board member, donor – as they personally grow and evolve. Feedback is gathered regularly in weekly community meetings, annual cultural competency surveys, and annual participant satisfaction surveys (both those solicited from the agency and from DPH). Both quantitative and qualitative data collected is reviewed with managers, staff, and participants in order to adjust program design and implementation in order to maximize participant satisfaction. As participants move into peer volunteer, staff, and management positions, they lend their voices through weekly meetings, trainings, and supervision sessions. There are also four seats on the board of directors designated for participants. Board members elected to those seats, and any other participant who is interested, are encouraged to sit on the board’s program committee where decisions are made regarding program direction, development, and expansion.

2) Promoting the MHSa vision: Hospitality House holds a guiding principle of mission-driven fundraising, and found the MHSa funding stream to be a natural fit with the agency. The agency actively manifests the MHSa Vision in its daily functioning.

Contractor Name: Hospitality House	Appendix A-2
Program Name: Sixth Street Self-Help Center	FY: 18-19
	Funding Source: MHSA + GF

- The concepts of recovery and resilience are widely understood and are evident in programs and service delivery.*

Through commitment to a low-threshold approach and a guiding principle of harm reduction, Hospitality House provides services with the belief that everyone has the ability to make life changes – and informed choices - in order to thrive. Staff understand that all individuals seeking services have a unique vision for what they would like their life to look like. The program model ensures that participants are provided with unlimited opportunities to begin again and to continue working towards future goals.
- Consumers are supported to determine and achieve their own goals and lead fulfilling and productive lives.*

With a guiding principle of community-based, peer-led programs, Hospitality House has always advocated that participants be the guiding force in identifying and prioritizing their needs, from an individual goal-setting process, to a larger community organizing and policy advocacy level.
- Providers have the attitudes, knowledge and skills needed to understand, communicate with, and effectively serve people across cultures.*

During new employee orientation, Hospitality House provides an overview of the agency’s guiding principles, which includes the commitment to treat everyone with dignity and respect. In addition, the agency places an emphasis on hiring peer staff from the community who have faced similar challenges to those of our participants. This combination ensures the cultural relevancy of our staff team.
- Consumers and their families are actively engaged in all aspects of the behavioral health system including planning, implementation and evaluation.*

As described above, in Question 1.
- Efforts to improve service coordination result in a seamless experience for clients.*

Hospitality House’s continuous quality improvement efforts prioritize incorporation of participant feedback. Qualitative and quantitative feedback is gathered through various weekly and annual efforts, and the data is reviewed with managers, staff and participants in order to adjust program design and implementation in order to maximize participant satisfaction.
- Collaboration with different systems increases opportunities for jobs, education, housing, etc.*

Hospitality House has engaged in long-running collaborations with many other community-based organizations in and around San Francisco. We have especially close relationships with the Harm Reduction Therapy Center and the Care Through Touch Institute which provide on-site access to holistic behavioral health services. In addition, we collaborate with dozens of other organizations to enhance the quality and level of services available to our participants, including mental health, substance abuse, medical, employment, legal, housing, immediate needs, and other services.

Contractor Name: Hospitality House	Appendix A-2
Program Name: Sixth Street Self-Help Center	FY: 18-19
	Funding Source: MHTSA + GF

Hospitality House is also involved in initiatives addressing critical neighborhood needs, such as the Market Street for the Masses Coalition, the Homeless Emergency Service Providers Association, and the Tenderloin Health Improvement Project. The Executive Director also is a member of the Mayor’s Safe Injection Services Task Force.

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

Hospitality House guarantees compliance with Health Commission, Local, State, Federal, and/or Funding Source policies and requirements, such as Harm Reduction, HIPAA, Cultural Competency, and Client Satisfaction. The Program Director is responsible for Continuous Quality Improvement coordination. Hospitality House regularly involves participants in its CQI feedback loop. Feedback is gathered in weekly community meetings, annual cultural competency surveys, and annual participant satisfaction surveys (both those solicited from the agency and from DPH). Survey responses, both quantitative and qualitative, are reviewed with the Board’s Program & Policy Committee, managers, staff, and participants; each program develops an Action Plan with concrete steps to address areas in need of improvement. Participants are also engaged in program evaluation through participation on the Board of Directors, with four full voting member seats for program participants to represent the agency’s programs.

A. Achievement of contract performance objectives and productivity: Each objective has a clearly defined evaluation measurement process. Because of the agency’s low-threshold nature, data is tracked through an internal database rather than through the Avatar system. Program staff report data through sign-in sheets, outcome forms, etc., and managers review the data for accuracy before submission to data staff. After completing data entry, the data staff review weekly and monthly reports with the Director of Programs on a quarterly basis to ensure accuracy and track progress towards meeting objectives. Managers are provided a quarterly update on their progress in meeting annual outcomes; problem-solving occurs regarding any areas in need of improvement.

B. Documentation quality, including a description of internal audits: With an emphasis on peer-based programming and hiring from the community, Hospitality House takes a multilayered approach to monitoring documentation, given that certain staff members may be less familiar with general workplace documentation standards. Managers sign off on data submitted by staff, prior to close scrutiny from data entry staff. Each month the managers review participant files for case notes and sufficient backup documentation before approving monthly outcome forms. Data staff follow-up with managers and program staff if questions arise during the data entry process. The Director of Programs collaborates with data staff to identify any discrepancies which require further review of documentation. Through this internal audit system, the agency can ensure that sufficient documentation backs up the outcomes as reported.

Contractor Name: Hospitality House	Appendix A-2
Program Name: Sixth Street Self-Help Center	FY: 18-19
	Funding Source: MHSA + GF

C. Cultural competency of staff and services: With “multi-cultural services” as one of the agency’s nine guiding principles, cultural sensitivity is a priority. Staff is trained in the orientation process and through the regular monthly training series on how to provide services in a welcoming manner. The Inclusivity Workgroup, consisting of interested staff and management, meets monthly to design and implement programming and activities to strengthen our cultural competency. Hospitality House prioritizes hiring staff from the community, with an emphasis on our staff demographics representing those of the community we serve, at every level of the organization. Hospitality House engages in the annual DPH cultural competency process, with management participating regularly in DPH Cultural Competency Task Force meetings.

D. Satisfaction with services: Hospitality House uses an annual internal Participant Satisfaction Survey, available in English, Spanish, and Chinese. Each of the agency’s programs collects surveys. As described above, Peer Advocates and Case Managers distribute and collect Participant Satisfaction Surveys during the annual one-week period. Because of the low-threshold nature of services, staff provides support to participants who request assistance in completing the survey. Administrative staff support survey collection and conduct data entry, resulting in a report summarizing both quantitative and qualitative survey results as well as a comparison from previous years. For the last two years, Hospitality House received assistance from graduate-level students to conduct the data analysis, which was really helpful. Results are shared with the Board of Directors’ Program Committee, Management Team, staff, and participants in order to review the feedback and identify areas for improvement, creating an annual action plan for each program to adjust program design and implementation in order to maximize participant satisfaction.

E. Timely completion and use of outcome data: As a low-threshold program, Hospitality House does not use CANS or ANSA data. We focus instead on review of our progress towards meeting outcome objectives, and whether data trends indicate a need for modification of service delivery methods.

9. Required Language:
Not applicable.

Contractor Name: Hospitality House	Appendix A-3
Program Name: Community Building Program	FY: 18-19
	Funding Source: MHSA

1. Identifiers:

Community Building Program

290 Turk Street

San Francisco, CA, 94102

415.749.2100

Website Address: www.hospitalityhouse.org

Person Completing this Narrative: Joe Wilson, Executive Director

Telephone: 415.749.2111

Email Address: jwilson@hospitalityhouse.org

Program Code: 38CJHW

2. Nature of Document:

New Contract Amendment RPB

3. Goal Statement:

The Hospitality House Community Building Program increases the community capacity to ameliorate the negative impact of trauma exposure on community members through increasing access to a range of services.

4. Target Population:

The Community Building Program serves the entire community and will see anyone who comes to our door. This contract’s primary focus population is multi-diagnosed, multiply traumatized, homeless and at-risk adult residents of the Tenderloin. Hospitality House serves individuals and “families,” understood as a primary social group sharing common beliefs and activities, as defined by its members.

Demographics will reflect the diversity of the community, with roughly 36% African American, 1% American Indian, 12% Asian, 25% Caucasian, 18% Latino, and 8% other; 42% female, 56% male, 2% transgender; 4% veterans; 88% housed; 41% age 55 and older. Services are located in San Francisco’s Tenderloin community – 94102 zip code, but this program serves the entire city.

5. Modality(s)/Intervention(s)

See Appendix B for details.

OUTREACH & ENGAGEMENT

- 3 community events (i.e. community violence prevention events, increasing community cohesion, strength, and the ability to respond to and recover from trauma) will be held to reach 115 participants.

SCREENING & ASSESSMENT

Contractor Name: Hospitality House	Appendix A-3
Program Name: Community Building Program	FY: 18-19
	Funding Source: MHSA

- 60 participants will be screened and/or assessed for behavioral health concerns as measured by the Case Management Assessment conducted by SSH case managers
- 75% of participants screened and/or assessed will be referred to behavioral health services as measured by creation of a harm reduction plan.

WELLNESS PROMOTION

- 8 participants will enroll in wellness promotion activities, as measured by participation in the 18-week Healing, Organizing & Leadership Development internship.
- 4 participants will increase social connectedness as evidenced by staff observation of participants conducting community organizing (i.e. presenting at a community event).

INDIVIDUAL & GROUP THERAPEUTIC SERVICES

- 50 HRTC individual therapy participants will have a written case plan.
- 75% will complete at least one case plan goal, as measured by the HRTC case plan.

SERVICE LINKAGE

- 60 participants will be referred to behavioral health services, as measured by creation of a harm reduction plan.
- 40 participants will have a written case plan
- 25 participants will achieve at least one case plan goal

6. Methodology:

A. **Outreach:** Hospitality House has been providing services in the heart of San Francisco since 1967. For more than 50 years, Hospitality House has been an anchor community-based institution welcoming homeless, low-income community residents. Given this well-established presence, word of mouth is one of the primary methods that community residents hear about our services. Hospitality House's peer-based, self-help model encourages engagement of difficult-to-reach populations, as services are provided by people who have had similar experiences to those accessing programs. In essence, those leading our programs reflect the life experience of those utilizing the programs. This allows participants to open up easily to staff and facilitates the recovery process.

Another strategy of engagement is to provide diverse entry points for access to services. While some individuals may be comfortable attending a support group, others may more easily open up in the community arts studio. Some participants first engage through the drop-in and are later linked to other services to address behavioral health needs. Whatever the draw to services, Hospitality House allows for people to engage with programs in their area of interest and to progress at their own pace. Hospitality House has been providing services in the Tenderloin since 1967. Given this well-established presence, word of mouth is one of the primary methods that participants hear about our services. In addition, we have detailed program fliers available in English and Spanish providing overviews of program activities and scheduling. Staff and managers attend a variety of community and provider collaboration meetings,

Contractor Name: Hospitality House	Appendix A-3
Program Name: Community Building Program	FY: 18-19
	Funding Source: MHSA

providing information of our services. Our website is updated frequently, and we have an active social media presence through Facebook and Twitter.

B. Intake: With low-threshold, open-door access, everyone is invited to participate in Hospitality House’s programs at their own level of stability and ability. People engage in services when they are ready and advance at their own pace, and participants’ resiliency is acknowledged and fostered. Staff embrace a strengths-based perspective and encourage participants to learn from their setbacks. Relapse is seen as a part of the recovery process instead of as weak or shameful behavior. Peer counseling is valued as a method of relating to participants and a way to instill hope that everyone can recover and achieve health and wellness in their lives.

With a commitment to providing accessible services through an “any door is the right door” approach, Hospitality House has given considerable thought to developing appropriate methods of tracking program utilization and demographics. As participants engage in drop-in services, they are encouraged to sign in with staff. The sign-in sheet includes an identifier (last initial and last four social security digits), age, gender, ethnicity, veteran status, and stable housing status. Participants who are uncomfortable with the sign-in process are counted through a tally mark system. This combination enables data staff to accurately reflect both an unduplicated participant count as well as the number of visits to the program. Further detail is available for case management participants who have reached a more sustained level of engagement.

We will work with MHSA staff on Sexual Orientation & Gender Identity (SOGI) training to enhance staff skill and confidence in eliciting and documenting more sensitive information while maintaining our low-threshold, low-barrier program model.

C. Program Service Delivery Model: Hospitality House’s community-based, peer-led programs are designed to be accessible and welcoming to all participants. Hospitality House has no entry requirements (with the exception of the shelter which is only for men), and staff are trained to work with participants at their own pace using a variety of engagement techniques. A combination of peer and clinical staff are available to work with participants on an individual as well as a group level. Behavioral expectations are clearly communicated and consistently enforced. Consequences for not complying with behavioral expectations are appropriate to the rule infraction, and participants are never permanently denied services from Hospitality House. This allows participants to reconnect to services after a period of time out and further supports the idea that people can and do change, if given the opportunity and resources.

Phases of Treatment: A range of services and activities are offered, including support groups, access to the arts, creative writing classes, employment services, and socialization events that allow people to engage with the program in their areas of interest. Because Hospitality House employs the harm reduction philosophy, the entire range of services is available to participants regardless of their history of involvement in the program, in a non-linear fashion.

Contractor Name: Hospitality House	Appendix A-3
Program Name: Community Building Program	FY: 18-19
	Funding Source: MHSAs

Length of Stay; Frequency and Duration of Service: Participants are able to receive services at Hospitality House on an indefinite basis, at the frequency and engagement level of their choice, for as long as they deem it supportive and helpful.

Locations of Service Delivery; Hours of Operation: Service delivery for this project will be centered at the Community Building Program (located at 290 Turk Street) in the Tenderloin, open 9am-5pm Monday through Friday.

Strategies for Service Delivery:

Healing, Organizing & Leadership Development (HOLD) Program: The Community Organizing Peer Advocate conducts prevention activities addressing trauma, recovery, and wellness in the community. This position recruits a group of interested participants to participate in a stipend internship program addressing the roots of personal and community trauma as a basis for engaging in community organizing efforts. Group members share their skills with other program participants and beyond the agency through involvement in neighborhood efforts to improve the quality of life for community residents. The facilitator serves as a point person to collaborate with various neighborhood initiatives. Volunteers and interns receive regular training from the Harm Reduction Therapy Center and other expert trainers in the community as well as group supervision and support.

Mental Health Assessment: This program offers expanded on-site behavioral health clinic services provided by licensed or license-eligible clinicians from the Harm Reduction Therapy Center to include specific prevention and early intervention support. Services include substance use and mental health assessment, nurse practitioner support, psychiatric care, harm reduction based individual and group counseling, and linkage to residential and outpatient treatment programs.

Case Management: Case Managers provide counseling and case management support to those in need of more intensive services, addressing their barriers to achieving health and stability, including mental health and substance use issues, physical health needs, housing, and vocational development. In accordance with Hospitality House’s participant-centered model, case managers focus on participants’ strengths and work in collaboration with them to develop individual goal plans. There is also a strong focus on self-help and peer-to-peer support in working toward participant outcomes.

Drop-in access to peer-counseling services: Peer Advocates address a multitude of issues, including mental health, substance abuse, benefits advocacy, employment, medical care, housing, legal issues, and other barriers to stability and health.

Housing Assistance Fund: The general purpose of the Housing Assistance Fund is to provide housing assistance (hotel vouchers, security deposit, move-in costs), eviction prevention support (rental payment to avoid eviction), operating support (minor repairs and maintenance, limited utilities assistance), and

Contractor Name: Hospitality House	Appendix A-3
Program Name: Community Building Program	FY: 18-19
	Funding Source: MHSA

other related costs to enhance the quality of life for participants who are housed (household supplies, cleaning supplies, dishes, linens).

The fund is provided as assistance and is not a loan, so it does not need to be repaid. In order to receive assistance, participants must complete the criteria outlined in the Housing Assistance Fund Checklist, which includes the development of a case management plan, proof of income, and a realistic budget that demonstrates the ability to maintain housing stability after assistance. External applicants who are not currently on the Supportive Services for Housing caseload must have a documented mental health diagnosis plus referral to Hospitality House for ongoing case management. All applicants are asked to attend three housing support group meetings before receiving their assistance. Participants are limited to a maximum amount of \$500 and may receive assistance once every five years, with case by case review for exceptions.

Holistic Behavioral Health Services: For many years, Hospitality House has enhanced its peer-based services with clinical support through a contract with the Harm Reduction Therapy Center (HRTC). HRTC is a non-profit organization dedicated to providing alternative treatment to people with behavioral health issues. As a State of California certified outpatient drug and alcohol treatment program, HRTC has pioneered harm reduction psychotherapy for dually-diagnosed individuals. Through this partnership, HRTC provides on-site individual and group harm reduction therapy services to participants as well as offering clinical insight in peer staff trainings.

To further strengthen the focus on holistic health, Hospitality House contracts with the Care Through Touch Institute to provide healing chair massage two days each week. This intervention has proven to be successful with participants experiencing various levels of trauma, mental health activation, and substance use issues. The simple practice of touch brings up people's awareness about what they are experiencing in their bodies and minds and leads to increased engagement in health-related services.

Additionally, peer staff have completed training in a six-week nutrition course and now teach the c

Support Groups: In addition to the four weekly harm reduction therapy groups offered through partnership with HRTC, a range of peer support groups is also available. Many people struggling with poverty and homelessness experience extreme isolation and alienation caused by a lack of genuine human connection. Each of the targeted support groups (men's group, transgender group, Latino group, etc.) gives individuals the opportunity to connect with their peers about their group's specific issues and provides staff a formal opportunity to advise participants on available resources. The weekly Supportive Services for Housing Group includes topics such as building a successful landlord-tenant relationship, budgeting and money management, dealing with difficult neighbors, living independently, coping with mental illness, eating healthy with limited resources, and preparing for a natural disaster. As the sessions are led by staff who are intimately connected to the institutional and personal barriers participants face, group participation offers unique insight and assistance. In addition, the presence of

Contractor Name: Hospitality House	Appendix A-3
Program Name: Community Building Program	FY: 18-19
	Funding Source: MHSA

peer staff provides participants with models of success and renewed belief that they, too, can transition from their present difficult circumstances.

Socialization Activities: Because many who come to the program, whether homeless or housed, often experience isolation, loneliness, and lack of a social support system, a variety of activities provide an opportunity for participants to socialize with one another. Regular activities include Book Club, Community Organizing Workgroup, and the Creative Writing Workshop.

Drumming: The HOLD Program includes a weekly drumming group. As noted in the Holistic Wellness model, culturally specific activities like drumming circles and talking circles are healing for various communities. One 2008 study demonstrated some reduction in PTSD for soldiers engaged in music therapy group work and drumming, resulting in “especially increased sense of openness, togetherness, belonging, sharing, closeness, connectedness and intimacy, as well as achieving a non-intimidating access to traumatic memories, facilitating an outlet for rage and regaining a sense of self-control.” [Bensimon, M, Amir, D, Wolf, Y. (2008) Drumming through trauma: Music therapy with post-traumatic soldiers. The Arts in Psychotherapy, v 35-1, 34-38.]

Cultural Connections and Community-building: When partnering with people experiencing and at risk of homelessness, Hospitality House includes the facilitation of community events which strengthen participants’ connection and investment in the world around them. Participants in the Community Building Program conceptualize, plan, and implement a variety of community events. The events not only increase knowledge of resources available in the community, but also showcase the community organizing activities of current and former program interns.

Wrap-around Services: With the drop-in space located in the front of the program, participants are surrounded by opportunities for deeper engagement. Case manager offices and group meeting spaces are located just down a short hallway. This provides a comfortable, low-threshold engagement mechanism from which participants can access the broad range of available support services.

Linkages & Coordination with Other Agencies: In order to actualize the “any door is the right door” approach, Hospitality House has engaged in long-running collaborations with many other community-based organizations in and around San Francisco which enhance the quality and level of services available to our participants including mental health, substance abuse, medical, employment, legal, housing, immediate needs, and other services.

D. Exit Criteria & Process: In order to ensure long-term accessibility and welcoming in response to community needs, Hospitality House allows participants to define their own measures of success, in true harm reduction fashion. Participants do not “exit” the program; files are considered either “active” or “inactive” so that they can be reactivated if a participant wants to re-engage in services. Staff work with participants where they are at, meeting their range of needs for more or less intensive services, aftercare, or informal follow-up. This consistent availability is a key aspect of welcoming and

Contractor Name: Hospitality House	Appendix A-3
Program Name: Community Building Program	FY: 18-19
	Funding Source: MHSA

accessibility. Due to the challenges and transitions facing many community members and people seeking services, it has been important for Hospitality House to remain available to participants. This is helpful for participants who return to the agency after a prolonged absence, knowing that Hospitality House is a place which offers low-threshold support.

E. Staffing: The Community Building Program includes **Community Organizing Peer Advocates**, responsible for staffing HOLD Program activities and community events, increasing community member knowledge of safety planning and risk reduction strategies related to family and community violence and trauma. This position also guides and mentors program participant interns receiving stipends for their work towards ameliorating the negative impact of trauma exposure on community members. In addition, this funding covers one **Harm Reduction Therapist** from the Harm Reduction Therapy Center, providing integrated mental health and substance use harm reduction therapy, with increased access to counseling and case management services for community members experiencing emotional distress related to trauma exposure. The funding also supports the **Community Building Program Manager** to provide coordination and oversight of the program. The Program Manager reports to the **Director of Programs**, who provides oversight of all programs, manages program budgets and grants, coordinates services with community partners, and oversees personnel matters at a program level.

F. MHSA Additional Required Service Description:

1) Consumer/participant engagement: Hospitality House embraces a community-based, peer-led model that places consumers at the forefront of development, implementation, and evaluation. Participants assume a variety of roles within the organization – participant, volunteer, staff, board member, donor – as they personally grow and evolve. Feedback is gathered regularly in weekly community meetings, annual cultural competency surveys, and annual participant satisfaction surveys (both those solicited from the agency and from DPH). Both quantitative and qualitative data collected is reviewed with managers, staff, and participants in order to adjust program design and implementation in order to maximize participant satisfaction. As participants move into peer volunteer, staff, and management positions, they lend their voices through weekly meetings, trainings, and supervision sessions.

There are also four seats on the board of directors designated for participants. Board members elected to those seats, and any other participant who is interested, are encouraged to sit on the Board’s program and policy committee where decisions are made regarding program direction, development, and expansion. **We are incredibly proud that four graduates of our unique trauma informed training series – Healing Organizing & Leadership Development - now serve on the Hospitality House Board of Directors.** We believe this is setting a new standard for authentic leadership development within a trauma and healing model.

Contractor Name: Hospitality House	Appendix A-3
Program Name: Community Building Program	FY: 18-19
	Funding Source: MHS A

2) Promoting the MHS A vision: Hospitality House holds a guiding principle of mission-driven fundraising, and found the MHS A funding stream to be a natural fit with the philosophy and services of the agency. The agency actively manifests the MHS A Vision in its daily functioning:

- *The concepts of recovery and resilience are widely understood and are evident in programs and service delivery.*
 Through commitment to a low-threshold approach and a guiding principle of harm reduction, Hospitality House provides services with the belief that everyone has the ability to make life changes in order to thrive. Staff understand that all individuals seeking services have a unique vision for what they would like their life to look like. The program model ensures that participants are provided with unlimited opportunities to begin again and to continue working towards future goals.
- *Consumers are supported to determine and achieve their own goals and lead fulfilling and productive lives.*
 With a guiding principle of community-based, peer-led programs, Hospitality House has always advocated that participants be the guiding force in identifying and prioritizing their needs, from an individual goal-setting process, to a larger community organizing and policy advocacy level.
- *Providers have the attitudes, knowledge and skills needed to understand, communicate with, and effectively serve people across cultures.*
 During new employee orientation, Hospitality House provides an overview of the agency’s guiding principles, which includes the commitment to treat everyone with dignity and respect. In addition, the agency places an emphasis on hiring peer staff from the community who have faced similar challenges to those of our participants. This combination ensures the cultural relevancy of our staff team.
- *Consumers and their families are actively engaged in all aspects of the behavioral health system including planning, implementation and evaluation.*
 As described above, in Question 1.
- *Efforts to improve service coordination result in a seamless experience for clients.*
 Hospitality House’s continuous quality improvement efforts prioritize incorporation of participant feedback. Qualitative and quantitative feedback is gathered through various weekly and annual efforts, and the data is reviewed with managers, staff and participants in order to adjust program design and implementation in order to maximize participant satisfaction.
- *Collaboration with different systems increases opportunities for jobs, education, housing, etc.*
 Hospitality House has engaged in long-running collaborations with many other community-based organizations in and around San Francisco. We have especially close relationships with the Harm Reduction Therapy Center and the Care Through Touch Institute which provide on-site access to holistic behavioral health services. In addition, we collaborate with dozens of other organizations to enhance

Contractor Name: Hospitality House	Appendix A-3
Program Name: Community Building Program	FY: 18-19
	Funding Source: MHSA

the quality and level of services available to our participants, including mental health, substance use, medical, employment, legal, housing, immediate needs, and other services.

Hospitality House is also involved in initiatives addressing critical neighborhood needs, such as the Market Street for the Masses Coalition, the Homeless Emergency Service Providers Association, and the Tenderloin Health Improvement Project. The Executive Director also is a member of the Mayor's Safe Injection Services Task Force.

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

Hospitality House guarantees compliance with Health Commission, Local, State, Federal, and/or Funding Source policies and requirements, such as Harm Reduction, HIPAA, Cultural Competency, and Client Satisfaction. The Director of Programs is responsible for Continuous Quality Improvement coordination. Hospitality House regularly involves participants in its CQI feedback loop. Feedback is gathered in weekly community meetings, annual cultural competency surveys, and annual participant satisfaction surveys (both those solicited from the agency and from DPH). Survey responses, both quantitative and qualitative, are reviewed with the Board's Program & Policy Committee, managers, staff, and participants; each program develops an Action Plan with concrete steps to address areas in need of improvement. Participants are also engaged in program evaluation through participation on the Board of Directors, with four full voting member seats for program participants to represent the agency's programs.

A. Achievement of contract performance objectives and productivity: Each objective has a clearly defined evaluation measurement process. Because of the agency's low-threshold nature, data is tracked through an internal database rather than through the Avatar system. Program staff report data through sign-in sheets, outcome forms, etc., and managers review the data for accuracy before submission to data staff. After completing data entry, the data staff review reports with the Program Director on a quarterly basis to ensure accuracy and track progress towards meeting objectives. Managers are provided a quarterly update on their progress in meeting annual outcomes; problem-solving occurs regarding any areas in need of improvement.

B. Documentation quality, including a description of internal audits: With an emphasis on peer-based programming and hiring from the community, Hospitality House takes a multilayered approach to monitoring documentation, given that certain staff members may be less familiar with general workplace documentation standards. Managers sign off on data submitted by staff, prior to close scrutiny from data entry staff. Each month the managers review participant files for case notes and sufficient backup documentation before approving monthly outcome forms. Data staff follow-up with managers and program staff if questions arise during the data entry process. The Director of Programs collaborates

Contractor Name: Hospitality House	Appendix A-3
Program Name: Community Building Program	FY: 18-19
	Funding Source: MHSA

with data staff to identify any discrepancies which require further review of documentation. Through this internal audit system, the agency can ensure that sufficient documentation backs up the outcomes as reported.

C. Cultural competency of staff and services: With “multi-cultural services” as one of the agency’s nine guiding principles, cultural sensitivity is a priority. Staff is trained in the orientation process and through the regular monthly training series on how to provide services in a welcoming manner. The Inclusivity Workgroup, consisting of interested staff and management, meets monthly to design and implement programming and activities to strengthen our cultural competency. Hospitality House prioritizes hiring staff from the community, with an emphasis on our staff demographics representing those of the community we serve, at every level of the organization. Hospitality House engages in the annual DPH cultural competency process, with management participating regularly in DPH Cultural Competency Task Force meetings.

D. Satisfaction with services: Hospitality House uses an annual internal Participant Satisfaction Survey, available in English, Spanish, and Chinese. Each of the agency’s programs collects surveys. As described above, Peer Advocates and Case Managers distribute and collect Participant Satisfaction Surveys during the annual one to two-week period. Because of the low-threshold nature of services, staff provide support to participants who request assistance in completing the survey. Administrative staff support survey collection and conduct data entry, resulting in a report summarizing both quantitative and qualitative survey results as well as a comparison from previous years. For the last two years, Hospitality House received assistance from graduate-level students to conduct the data analysis, which was really helpful. Results are shared with the Board of Directors’ Program Committee, Management Team, staff, and participants in order to review the feedback and identify areas for improvement, creating an annual action plan for each program to adjust program design and implementation in order to maximize participant satisfaction.

E. Timely completion and use of outcome data: As a low-threshold program, Hospitality House does not use CANS or ANSA data. We focus instead on review of our progress towards meeting outcome objectives, and whether data trends indicate a need for modification of service delivery methods.

9. Required Language:
Not applicable.

Appendix B
Calculation of Charges

1. Method of Payment

A. Contractor shall submit monthly invoices in the format attached in Appendix F, by the fifteenth (15th) working day of each month for reimbursement of the actual costs for Services of the immediately 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.

2. Program Budgets and Final Invoice

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

Budget Summary

Appendix B-1 Tenderloin Self-Help Center

Appendix B-2 Sixth Street

Appendix B-3 Community Building Program

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$943,311** 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 executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. 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.

July 1, 2018 through June 30, 2019	\$ 2,620,308
July 1, 2019 through June 30, 2020	\$ 2,620,308
July 1, 2020 through June 30, 2021	\$ 2,620,308
Subtotal:	\$ 7,860,924
Contingency:	\$ 943,311
Total—July 1, 2018 through June 31, 2021:	\$8,804,235

C. Contractor agrees to comply with its Program Budgets of Appendix B in the provision of Services. Changes to the budget that do not increase or reduce the maximum dollar obligation of the City are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. Contractor agrees to comply fully with that policy/procedure.

D. A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date 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.

E. To ensure continuity of services, under San Francisco Administrative Code Section 21.42, the Department of Public Health has established an interim contract agreement with Central City Hospitality House for a contract term which partially overlaps the term of this contract agreement; and That interim contract shall terminate and be replaced by this 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 agreement; and

That interim contract shall be extended only to allow for reconciliation and payment for services provided during the period not replaced by this contract agreement.

3. 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.

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

DHCS Legal Entity Number 01305				Appendix B, Page 1	
Legal Entity Name/Contractor Name Central City Hospitality House			Fiscal Year 2018-2019		
Contract ID Number 1000011069			Funding Notification Date 08/22/18		
Appendix Number	B-1	B-2	B-3	B-#	FN#2
Provider Number	38CJ	38IP	38CJ		
Program Name	TSHC	Sixth Street	CBP		
Program Code	38CJ2	38IP6	38CJHW		
Funding Term	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19		
FUNDING USES					TOTAL
Salaries	\$ 852,975	\$ 332,584	\$ 52,361		\$ 1,237,920
Employee Benefits	\$ 288,334	\$ 95,951	\$ 11,639		\$ 395,924
Subtotal Salaries & Employee Benefits	\$ 1,141,309	\$ 428,535	\$ 64,000	\$ -	\$ 1,633,844
Operating Expenses	\$ 352,232	\$ 195,677	\$ 96,738		\$ 644,647
Subtotal Direct Expenses	\$ 1,493,541	\$ 624,212	\$ 160,738	\$ -	\$ 2,278,491
Indirect Expenses	\$ 224,063	\$ 93,644	\$ 24,110		\$ 341,817
Indirect %	15.0%	15.0%	15.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,717,604	\$ 717,856	\$ 184,848	\$ -	\$ 2,620,308
				Employee Benefits Rate	32.0%
BHS MENTAL HEALTH FUNDING SOURCES					
MH Adult County General Fund	\$ 1,129,934	\$ 455,288	\$ 83,500		\$ 1,668,722
MH MHA (Adult) Non Match	\$ 587,670	\$ 262,568	\$ 101,348		\$ 951,586
					\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,717,604	\$ 717,856	\$ 184,848	\$ -	\$ 2,620,308
TOTAL DPH FUNDING SOURCES	\$ 1,717,604	\$ 717,856	\$ 184,848	\$ -	\$ 2,620,308
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,717,604	\$ 717,856	\$ 184,848	\$ -	\$ 2,620,308
Prepared By Mara Raider					

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

DHCS Legal Entity Number 01305
 Provider Name Central City Hospitality House
 Provider Number 38CJ

Appendix Number B-1
 Page Number 2
 Fiscal Year 2018-2019
 Funding Notification Date 08/22/18

Program Name	TSHC	TSHC	TSHC		
Program Code	38CJ2	38CJ2	38CJ2		
Mode/SFC (MH) or Modality (SUD)	45/10-19	45/10-19	60/60-69		
Service Description	OS-MH Promotion	OS-MH Promotion	SS-Case Mgt Support		
Funding Term (7/1/18-6/30/19):	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19		
FUNDING USES					TOTAL
Salaries	547,925	305,050	-		852,975
Benefits	179,941	108,393	-		288,334
Operating Expenses	193,026	97,572	61,634		352,232
Subtotal Direct Expenses	920,892	511,015	61,634	-	1,493,541
Indirect Expenses	138,158	76,655	9,250		224,063
TOTAL FUNDING USES	1,059,050	587,670	70,884	-	1,717,604
BHS MENTAL HEALTH FUNDING SOURCE	Dept-Auth-Proj-Activity	15.0%	15.0%	15.0%	
MH Adult County General Fund	251984-10000-10001792-0001	1,059,050		70,884	1,129,934
MH MHSA (Adult) Non Match	251984-17156-10031199-0015		587,670		587,670
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		1,059,050	587,670	70,884	-
TOTAL DPH FUNDING SOURCES		1,059,050	587,670	70,884	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,059,050	587,670	70,884	-
BHS UNITS OF SERVICE AND UNIT COST					
	Cost	Cost	Cost		
Payment Method	Reimbursement (CR)	Reimbursement (CR)	Reimbursement (CR)		
DPH Units of Service	18,905	10,491	1,248		
Unit Type	Staff Hour	Staff Hour	Staff Hour	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 56.02	\$ 56.02	\$ 56.80	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 56.02	\$ 56.02	\$ 56.80	\$ -	
Published Rate (Medi-Cal Providers Only)	n/a	n/a	n/a		
Unduplicated Clients (UDC)	1504	876	120		Total UDC 2500

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name TSHC
 Program Code 38CJ2

Appendix Number B-1
 Page Number 3
 Fiscal Year 2018-2019
 Funding Notification Date 08/22/18

Position Title	TOTAL		251984-10000-10001792-0001		251984-17156-10031199-0015		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	Funding Term		7/1/18-6/30/19:		7/1/18-6/30/19:		7/1/18-6/30/19:		(mm/dd/yy-mm/dd/yy):	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.55	\$ 50,755.00	0.30	\$ 27,685.00	0.25	\$ 23,070.00				
TSHC Manager	1.00	\$ 60,500.00	1.00	\$ 60,500.00						
CBP Manager	0.50	\$ 31,026.00			0.50	\$ 31,026.00				
CAP Manager	0.94	\$ 52,870.00	0.57	\$ 34,485.00	0.37	\$ 18,385.00				
Case Manager	1.00	\$ 44,752.00	1.00	\$ 44,752.00						
Case Manager	1.00	\$ 43,822.00	1.00	\$ 43,822.00						
Case Manager (Housing)	1.00	\$ 44,589.00			1.00	\$ 44,589.00				
Peer Service Advocate	1.00	\$ 37,948.00	1.00	\$ 37,948.00						
Peer Service Advocate	1.00	\$ 37,200.00	1.00	\$ 37,200.00						
Peer Service Advocate	1.00	\$ 37,100.00	1.00	\$ 37,100.00						
Peer Service Advocate (Activities)	1.00	\$ 39,200.00			1.00	\$ 39,200.00				
Peer Service Advocate	1.00	\$ 39,218.00			1.00	\$ 39,218.00				
Peer Service Advocate	1.00	\$ 40,048.00			1.00	\$ 40,048.00				
Peer Service Advocate (Community Organizing)	1.00	\$ 39,200.00	1.00	\$ 39,200.00						
Studio Assistant Peer Advocate	1.00	\$ 39,218.00	0.60	\$ 23,531.00	0.40	\$ 15,687.00				
Studio Assistant Peer Advocate	1.00	\$ 39,200.00	0.60	\$ 23,520.00	0.40	\$ 15,680.00				
Studio Assistant Peer Advocate	1.00	\$ 39,200.00	1.00	\$ 39,200.00						
Substitute Peer Advocates & Studio Assistant Peer	0.71	\$ 27,900.00	0.71	\$ 27,900.00						
Peer Service Janitor	0.80	\$ 31,360.00	0.30	\$ 11,760.00	0.50	\$ 19,600.00				
Substitute Peer Service Janitors	0.28	\$ 10,700.00	0.28	\$ 10,700.00						
Program Associate	0.70	\$ 30,894.00	0.35	\$ 15,447.00	0.35	\$ 15,447.00				
Operations Manager	0.20	\$ 12,400.00	0.15	\$ 9,300.00	0.05	\$ 3,100.00				
Executive Director	0.20	\$ 23,875.00	0.20	\$ 23,875.00						
Totals:	18.88	\$ 852,975.00	12.06	\$ 547,925.00	6.82	\$ 305,050.00	0.00	\$ -	0.00	\$ -
Employee Benefits:	33.80%	\$ 288,334.00	32.84%	\$ 179,941.00	35.53%	\$ 108,393.00	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 1,141,309.00		\$ 727,866.00		\$ 413,443.00		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name TSHC
 Program Code 38CJ2

Appendix Number B-1
 Page Number 4
 Fiscal Year 2018-2019
 FN Date 08/22/18

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	251984-17156-10031199-0015	Mode 60	251984-10000-10001792-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
				Funding Term			
	7/1/18-6/30/19:	7/1/18-6/30/19:	7/1/18-6/30/19:	7/1/18-6/30/19:	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Rent	\$ 82,200.00	\$ 62,200.00	\$ 20,000.00				
Utilities (electricity, water, gas)	\$ 61,900.00	\$ 31,900.00	\$ 30,000.00				
Building Repair/Maintenance	\$ 31,927.00	\$ 17,754.00	\$ 14,173.00				
Occupancy Total:	\$ 176,027.00	\$ 111,854.00	\$ 64,173.00	\$ -	\$ -	\$ -	
Office Supplies	\$ 12,000.00	\$ 7,000.00	\$ 5,000.00				
Photocopying	\$ 1,750.00	\$ 1,750.00					
Program Equipment	\$ 1,500.00	\$ 1,500.00					
Program Supplies	\$ 51,264.00	\$ 31,615.00	\$ 19,649.00				
Materials & Supplies Total:	\$ 66,514.00	\$ 41,865.00	\$ 24,649.00	\$ -	\$ -	\$ -	
Training/Staff Development	\$ 7,500.00	\$ 5,000.00	\$ 2,500.00				
Communications	\$ 15,000.00	\$ 8,750.00	\$ 6,250.00				
General Operating Total:	\$ 32,872.00	\$ 24,122.00	\$ 8,750.00	\$ -	\$ -	\$ -	
Care Through Touch Institute - 9 hours/week x \$30/hr x ~48 weeks: see Subcontract.	\$ 12,960.00	\$ 12,960.00					
Harm Reduction Therapy Center - \$53.50/hour x ~24 hours/wk x 48 weeks: see Subcontract.	\$ 61,634.00			\$ 61,634.00			
Consultant/Subcontractor Total:	\$ 74,594.00	\$ 12,960.00	\$ -	\$ 61,634.00	\$ -	\$ -	
Other (provide detail):							
Food	\$ 2,000.00	\$ 2,000.00					
Staff Recruitment	\$ 225.00	\$ 225.00					
Other Total:	\$ 2,225.00	\$ 2,225.00	\$ -	\$ -	\$ -	\$ -	
TOTAL OPERATING EXPENSE	\$ 352,232.00	\$ 193,026.00	\$ 97,572.00	\$ 61,634.00	\$ -	\$ -	

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

DHCS Legal Entity Number 01305
 Provider Name Central City Hospitality House
 Provider Number 38IP

Appendix Number B-2
 Page Number 5
 Fiscal Year 2018-2019
 Funding Notification Date 08/22/18

Program Name	SSHC	SSHC	SSHC		
Program Code	38IP6	38IP6	38IP6		
Mode/SFC (MH) or Modality (SUD)	45/10-19	45/10-19	60/60-69		
Service Description	OS-MH Promotion	OS-MH Promotion	SS-Case Mgt Support		
Funding Term 7/1/18-6/30/19:	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19		
FUNDING USES					TOTAL
Salaries	200,427	132,157	-		332,584
Benefits	59,853	36,098	-		95,951
Operating Expenses	50,245	60,070	85,362		195,677
Subtotal Direct Expenses	310,525	228,325	85,362	-	624,212
Indirect Expenses	46,596	34,243	12,805		93,644
TOTAL FUNDING USES	357,121	262,568	98,167	-	717,856
BHS MENTAL HEALTH FUNDING SOURCE:	Dept-Auth-Proj-Activity	15.0%	15.0%	15.0%	
MH Adult County General Fund	251984-10000-10001792-0001	357,121		98,167	455,288
MH MHSA (Adult) Non Match	251984-17156-10031199-0015		262,568		262,568
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		357,121	262,568	98,167	-
TOTAL DPH FUNDING SOURCES		357,121	262,568	98,167	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		357,121	262,568	98,167	-
BHS UNITS OF SERVICE AND UNIT COST					
	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
Payment Method					
DPH Units of Service	6,210	4,566	1,872		
Unit Type	Staff Hour	Staff Hour	Staff Hour	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 57.51	\$ 57.51	\$ 52.44	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 57.51	\$ 57.51	\$ 52.44	\$ -	
Published Rate (Medi-Cal Providers Only)	n/a	n/a	n/a		
Unduplicated Clients (UDC)	494	366	140		Total UDC 1000

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name SSHC
 Program Code 38IP6

Appendix Number B-2
 Page Number 6
 Fiscal Year 2018-2019
 Funding Notification Date 08/22/18

Funding Term	TOTAL		251984-10000-10001792-0001		251984-17156-10031199-0015		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	7/1/18-6/30/19:		7/1/18-6/30/19:		7/1/18-6/30/19:		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.30	\$ 27,684.00	0.15	\$ 13,842.00	0.15	\$ 13,842.00				
SS Manager	1.00	\$ 61,796.00	0.50	\$ 30,898.00	0.50	\$ 30,898.00				
Case Manager	1.00	\$ 43,804.00	0.50	\$ 21,902.00	0.50	\$ 21,902.00				
Case Manager	1.00	\$ 43,804.00	0.50	\$ 21,902.00	0.50	\$ 21,902.00				
Peer Service Advocate	1.00	\$ 39,200.00	0.50	\$ 19,600.00	0.50	\$ 19,600.00				
Peer Service Advocate	1.00	\$ 39,200.00	0.50	\$ 19,600.00	0.50	\$ 19,600.00				
Substitute Peer Service Advocates	0.31	\$ 9,700.00	0.31	\$ 9,700.00						
Peer Service Janitor	1.00	\$ 37,648.00	1.00	\$ 37,648.00						
Operations Manager	0.17	\$ 10,540.00	0.17	\$ 10,540.00						
Program Associate	0.30	\$ 13,240.00	0.20	\$ 8,827.00	0.10	\$ 4,413.00				
Executive Director	0.05	\$ 5,968.00	0.05	\$ 5,968.00						
Totals:	7.13	\$ 332,584.00	4.38	\$ 200,427.00	2.75	\$ 132,157.00	0.00	\$ -	0.00	\$ -
Employee Benefits:	28.85%	\$ 95,951.00	29.86%	\$ 59,853.00	27.31%	\$ 36,098.00	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 428,535.00		\$ 260,280.00		\$ 168,255.00		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name SSHC
 Program Code 38IP6

Appendix Number B-2
 Page Number 7
 Fiscal Year 2018-2019
 FN Date 08/22/18

Expense Categories & Line Items	TOTAL	Mode 60				Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
		251984-10000-10001792-0001	251984-17156-10031199-0015	251984-10000-10001792-0001	251984-10000-10001792-0001		
Funding Term	7/1/18-6/30/19:	7/1/18-6/30/19:	7/1/18-6/30/19:	7/1/18-6/30/19:	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	
Rent	\$ 38,760.00	\$ -	\$ 38,760.00				
Utilities (electricity, water, gas)	\$ 7,600.00	\$ 7,600.00	\$ -				
Building Repair/Maintenance	\$ 9,000.00	\$ 5,000.00	\$ 4,000.00				
Occupancy Total:	\$ 55,360.00	\$ 12,600.00	\$ 42,760.00	\$ -	\$ -	\$ -	
Office Supplies	\$ 3,000.00		\$ 3,000.00				
Program Supplies	\$ 20,000.00	\$ 10,075.00	\$ 9,925.00				
Materials & Supplies Total:	\$ 23,000.00	\$ 10,075.00	\$ 12,925.00	\$ -	\$ -	\$ -	
Training/Staff Development	\$ 3,000.00	\$ 3,000.00	\$ -				
Insurance	\$ 5,834.00	\$ 5,834.00	\$ -				
Communications	\$ 9,871.00	\$ 9,871.00	\$ -				
Equipment Lease & Maintenance	\$ 4,385.00	\$ -	\$ 4,385.00				
General Operating Total:	\$ 23,090.00	\$ 18,705.00	\$ 4,385.00	\$ -	\$ -	\$ -	
Harm Reduction Therapy Center - \$49.40/hour x ~36 hours/wk x 48 weeks: see Subcontract.	\$ 85,362.00		\$ -	\$ 85,362.00			
Care Through Touch Institute - ~6 hours/week x \$30/hr x 48 weeks: see Subcontract.	\$ 8,640.00	\$ 8,640.00	\$ -	\$ -			
Consultant/Subcontractor Total:	\$ 94,002.00	\$ 8,640.00	\$ -	\$ 85,362.00	\$ -	\$ -	
Other (provide detail):							
Staff Recruitment	\$ 225.00	\$ 225.00	\$ -				
Other Total:	\$ 225.00	\$ 225.00	\$ -	\$ -	\$ -	\$ -	
TOTAL OPERATING EXPENSE	\$ 195,677.00	\$ 50,245.00	\$ 60,070.00	\$ 85,362.00	\$ -	\$ -	

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

DHCS Legal Entity Number 01305		Appendix Number B-3		
Provider Name Central City Hospitality House		Page Number 8		
Provider Number 38CJ		Fiscal Year 2018-2019		
		Funding Notification Date 08/22/18		
Program Name	CBP	CBP	CBP	
Program Code	38CJHW	38CJHW	38CJHW	
Mode/SFC (MH) or Modality (SUD)	45/10-19	45/10-19	60/60-69	
Service Description	OS-MH Promotion	OS-MH Promotion	SS-Case Mgt Support	
Funding Term 7/1/18-6/30/19:	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	
FUNDING USES				TOTAL
Salaries	52,361	-	-	52,361
Benefits	11,639	-	-	11,639
Operating Expenses	8,610	1,968	86,160	96,738
Subtotal Direct Expenses	72,610	1,968	86,160	160,738
Indirect Expenses	10,890	295	12,925	24,110
TOTAL FUNDING USES	83,500	2,263	99,085	184,848
BHS MENTAL HEALTH FUNDING SOURCE	Dept-Auth-Proj-Activity	15.0%	15.0%	15.0%
MH Adult County General Fund	251984-10000-10001792-0001	83,500		83,500
MH MSA (Adult) Non Match	251984-17156-10031199-0015		2,263	101,348
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		83,500	2,263	99,085
TOTAL OTHER DPH FUNDING SOURCES		-	-	-
TOTAL DPH FUNDING SOURCES		83,500	2,263	99,085
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		83,500	2,263	99,085
BHS UNITS OF SERVICE AND UNIT COST				
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service	996	27	1,872	
Unit Type	Staff Hour	Staff Hour	Staff Hour	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 83.84	\$ 83.81	\$ 52.93	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 83.84	\$ 83.81	\$ 52.93	\$ -
Published Rate (Medi-Cal Providers Only)	n/a	n/a	n/a	
Unduplicated Clients (UDC)	52	2	61	Total UDC 115

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name CBP
 Program Code 38CJHW

Appendix Number B-3
 Page Number 9
 Fiscal Year 2018-2019
 Funding Notification Date 08/22/18

	TOTAL		251984-10000-10001792-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	7/1/18-6/30/19:		7/1/18-6/30/19:		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Manager	0.18	\$ 10,859.00	0.18	\$ 10,859.00				
Case Manager	0.50	\$ 21,902.00	0.50	\$ 21,902.00				
Peer Advocate	0.50	\$ 19,600.00	0.50	\$ 19,600.00				
Totals:	1.18	\$ 52,361.00	1.18	\$ 52,361.00	0.00	\$ -	0.00	\$ -
Employee Benefits:	22.23%	\$ 11,639.00	22.23%	\$ 11,639.00	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 64,000.00		\$ 64,000.00		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name CBP
 Program Code 38CJHW

Appendix Number B-3
 Page Number 10
 Fiscal Year 2018-2019
 FN Date 08/22/18

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	251984-17156-10031199-0015	Mode 60	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
				251984-17156-10031199-0015		
Funding Term	7/1/18-6/30/19:	7/1/18-6/30/19:	7/1/18-6/30/19:	7/1/18-6/30/19:	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Building Repair/Maintenance	\$ 4,610.00	\$ 4,610.00	\$ -			
Occupancy Total:	\$ 4,610.00	\$ 4,610.00	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ 4,000.00	\$ 4,000.00	\$ -			
Materials & Supplies Total:	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 1,000.00	\$ -	\$ 1,000.00			
Insurance	\$ 968.00	\$ -	\$ 968.00			
General Operating Total:	\$ 1,968.00	\$ -	\$ 1,968.00	\$ -	\$ -	\$ -
Harm Reduction Therapy Center - \$49.85/hour x ~36 hours/wk x 48 weeks: see Subcontract.	\$ 86,160.00	\$ -		\$ 86,160.00		
Consultant/Subcontractor Total:	\$ 86,160.00	\$ -	\$ -	\$ 86,160.00	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 96,738.00	\$ 8,610.00	\$ 1,968.00	\$ 86,160.00	\$ -	\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name <u>Central City Hospitality House</u>	Page Number <u>11</u>	
Contract ID Number <u>1000011069</u>	Fiscal Year <u>2018-2019</u>	
	Funding Notification Date <u>8/22/18</u>	

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Executive Director	0.40	\$ 49,500.00
Operations Manager	0.45	\$ 27,900.00
Director of Finance and Administration	0.50	\$ 46,150.00
Finance Manager	0.50	\$ 31,000.00
Data Entry Clerk	1.00	\$ 39,200.00
Administrative/Dev Director	0.15	\$ 14,190.00
Subtotal:		3.00 \$ 207,940.00
Employee Benefits:		31.7% \$ 65,900.00
Total Salaries and Employee Benefits:		\$ 273,840.00

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Accounting/Bookkeeping	\$ 9,660.00
Contract Administration	\$ 4,500.00
Auditors	\$ 9,170.00
IT/Computer	\$ 7,000.00
Insurance	\$ 1,815.00
Utilities and Garbage	\$ 7,140.00
Communications	\$ 2,205.00
Subscriptions	\$ 700.00
Repairs and Maintenance and Janitorial	\$ 8,232.00
Equipment rental	\$ 3,220.00
Office Supplies	\$ 3,420.00
Staff Training and Development	\$ 700.00
Organizational Activities	\$ 2,800.00
Payroll Fees	\$ 5,250.00
Vehicle and travel	\$ 990.00
Staff recruitment	\$ 175.00
Sponsorships	\$ 1,000.00
Total Operating Costs	\$ 67,977.00
Total Indirect Costs	\$ 341,817.00

**Appendix C
Reserved**

**Appendix D
Reserved**

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.

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



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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

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

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

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

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

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



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

2. Obligations of Business Associate.

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

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

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

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



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

3. Termination.

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

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



San Francisco Department of Public Health

Business Associate Agreement

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

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

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

4. Amendment to Comply with Law.

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

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.



San Francisco Department of Public Health
Business Associate Agreement

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

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

Contractor Name:	Central City Hospitality House	Contractor City Vendor ID	0000023132
------------------	---------------------------------------	---------------------------	-------------------

PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date	
--	---------------	--	-----------	--	------	--

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	
-------------------------------	--------------	--	-----------	--	------	--

Contractor Name:	Central City Hospitality House	Contractor City Vendor ID	0000023132
------------------	---------------------------------------	---------------------------	-------------------

DATA SECURITY ATTESTATION

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

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

I. All Contractors.

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

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

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature		Date	
--	---------------	--	-----------	--	------	--

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
-------------------------------	--------------	--	-----------	--	------	--

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

Appendix F
PAGE A

Control Number

Contractor: Central City Hospitality House

Address: 290 Turk Street, San Francisco, CA 94102

Tel. No.: (415) 749-2100
Fax No.: (415)
Fax No.: (415)

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

PHP Division: Behavioral Health Services



INVOICE NUMBER: M02 JL 18

Ct. Blanket No.: BPHM TBD

CT. PO No.: POHM TBD

Fund Source: MH MSA (Adult) Non Match

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 TSHC (Tenderloin Self-Help Center) (PC# - 38CJ2 -(HMMPROP63-PMHS63-1805) 251984-17156-10031199-0015												
45/ 10 - 19 MH Promotion	1,248	120			-	-	0%	0%	1,248	120	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 305,050.00	\$ -	\$ -	0.00%	\$ 305,050.00
Fringe Benefits	\$ 108,393.00	\$ -	\$ -	0.00%	\$ 108,393.00
Total Personnel Expenses	\$ 413,443.00	\$ -	\$ -	0.00%	\$ 413,443.00
Operating Expenses:					
Occupancy	\$ 64,173.00	\$ -	\$ -	0.00%	\$ 64,173.00
Materials and Supplies	\$ 24,649.00	\$ -	\$ -	0.00%	\$ 24,649.00
General Operating	\$ 8,750.00	\$ -	\$ -	0.00%	\$ 8,750.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 97,572.00	\$ -	\$ -	0.00%	\$ 97,572.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 511,015.00	\$ -	\$ -	0.00%	\$ 511,015.00
Indirect Expenses	\$ 76,655.00	\$ -	\$ -	0.00%	\$ 76,655.00
TOTAL EXPENSES	\$ 587,670.00	\$ -	\$ -	0.00%	\$ 587,670.00
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

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

Appendix 2
PAGE A

Control Number

Contractor: **Central City Hospitality House**

Address: 290 Turk Street, San Francisco, CA 94102

Tel. No.: (415) 749-2100
Fax No.: (415)
Fax No.: (415)



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

PHP Division: Behavioral Health Services

INVOICE NUMBER: M04 JL 18
 Ct. Blanket No.: BPHM TBD
 User Cd _____
 CT. PO No.: POHM TBD
 Fund Source: MH MSA (Adult) Non Match
 Invoice Period: July 2018
 Final Invoice: _____ (Check if Yes)
 ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 SSHC (Sixth Street) PC# - 38IP6 - HMMPROP63-PHMS63-1805												
45/ 10 - 19 MH Promotion	4,566	366			-	-	0%	0%	4,566	366	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 132,157.00	\$ -	\$ -	0.00%	\$ 132,157.00
Fringe Benefits	\$ 36,098.00	\$ -	\$ -	0.00%	\$ 36,098.00
Total Personnel Expenses	\$ 168,255.00	\$ -	\$ -	0.00%	\$ 168,255.00
Operating Expenses:					
Occupancy	\$ 42,760.00	\$ -	\$ -	0.00%	\$ 42,760.00
Materials and Supplies	\$ 12,925.00	\$ -	\$ -	0.00%	\$ 12,925.00
General Operating	\$ 4,385.00	\$ -	\$ -	0.00%	\$ 4,385.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 60,070.00	\$ -	\$ -	0.00%	\$ 60,070.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 228,325.00	\$ -	\$ -	0.00%	\$ 228,325.00
Indirect Expenses	\$ 34,243.00	\$ -	\$ -	0.00%	\$ 34,243.00
TOTAL EXPENSES	\$ 262,568.00	\$ -	\$ -	0.00%	\$ 262,568.00
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: _____
 Printed Name: _____
 Title: _____

Date: _____
 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 _____

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

Appendix =
PAGE A

Control Number

Contractor: Central City Hospitality House
Address: 290 Turk Street, San Francisco, CA 94102

Tel. No.: (415) 749-2100
Fax No.: (415)
Fax No.: (415)

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

PHP Division: Behavioral Health Services

BHS

INVOICE NUMBER: M05 JL 18
Ct. Blanket No.: BPHM TBD
User Cd _____
CT. PO No.: POHM TBD
Fund Source: MH 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-1 TSHC (Tenderloin Self-Help Center) PC# - 38CJ2 - (HMHMCC730515) 251984-10000-10001792-001												
45/ 10 - 19 MH Promotion	18,905	1,504			-	-	0%	0%	18,905	1,504	100%	100%
60/ 60 - 69 Case Mgt Support	1,248	120			-	-	0%	0%	1,248	120	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 547,925.00	\$ -	\$ -	0.00%	\$ 547,925.00
Fringe Benefits	\$ 179,941.00	\$ -	\$ -	0.00%	\$ 179,941.00
Total Personnel Expenses	\$ 727,866.00	\$ -	\$ -	0.00%	\$ 727,866.00
Operating Expenses:					
Occupancy	\$ 111,854.00	\$ -	\$ -	0.00%	\$ 111,854.00
Materials and Supplies	\$ 41,865.00	\$ -	\$ -	0.00%	\$ 41,865.00
General Operating	\$ 24,122.00	\$ -	\$ -	0.00%	\$ 24,122.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 74,594.00	\$ -	\$ -	0.00%	\$ 74,594.00
Other: Food	\$ 2,000.00	\$ -	\$ -	0.00%	\$ 2,000.00
Staff Recruitment	\$ 225.00	\$ -	\$ -	0.00%	\$ 225.00
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 254,660.00	\$ -	\$ -	0.00%	\$ 254,660.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 982,526.00	\$ -	\$ -	0.00%	\$ 982,526.00
Indirect Expenses	\$ 147,408.00	\$ -	\$ -	0.00%	\$ 147,408.00
TOTAL EXPENSES	\$ 1,129,934.00	\$ -	\$ -	0.00%	\$ 1,129,934.00
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: _____

Phone: _____

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 B

Control Number

Invoice Number

M05 JL 18

User Cd

CT PO No.

Contractor: Central City Hospitality House

Te. No.:

DETAIL PERSONNEL EXPENDITURES

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Program Director	0.30	\$ 27,685.00	\$ -	\$ -	0.00%	\$ 27,685.00
TSHC Manager	1.00	\$ 60,500.00	\$ -	\$ -	0.00%	\$ 60,500.00
CAP Manager	0.57	\$ 34,485.00	\$ -	\$ -	0.00%	\$ 34,485.00
Case Manager	1.00	\$ 44,752.00	\$ -	\$ -	0.00%	\$ 44,752.00
Case Manager	1.00	\$ 43,822.00	\$ -	\$ -	0.00%	\$ 43,822.00
Peer Service Advocate	1.00	\$ 37,948.00	\$ -	\$ -	0.00%	\$ 37,948.00
Peer Service Advocate	1.00	\$ 37,200.00	\$ -	\$ -	0.00%	\$ 37,200.00
Peer Service Advocate	1.00	\$ 37,100.00	\$ -	\$ -	0.00%	\$ 37,100.00
Peer Service Advocate (Community Organizing)	1.00	\$ 39,200.00	\$ -	\$ -	0.00%	\$ 39,200.00
Studio Assistant Peer Advocate	0.60	\$ 23,531.00	\$ -	\$ -	0.00%	\$ 23,531.00
Studio Assistant Peer Advocate	0.60	\$ 23,520.00	\$ -	\$ -	0.00%	\$ 23,520.00
Studio Assistant Peer Advocate	1.00	\$ 39,200.00	\$ -	\$ -	0.00%	\$ 39,200.00
Studio Assistant Peer Advocate & Studio Assistant Peer Advocates	0.71	\$ 27,900.00	\$ -	\$ -	0.00%	\$ 27,900.00
Peer Service Janitor	0.30	\$ 11,760.00	\$ -	\$ -	0.00%	\$ 11,760.00
Substitute Peer Service Janitors	0.28	\$ 10,700.00	\$ -	\$ -	0.00%	\$ 10,700.00
Program Associate	0.35	\$ 15,447.00	\$ -	\$ -	0.00%	\$ 15,447.00
Operations Manager	0.15	\$ 9,300.00	\$ -	\$ -	0.00%	\$ 9,300.00
Executive Director	0.20	\$ 23,875.00	\$ -	\$ -	0.00%	\$ 23,875.00
TOTAL SALARIES	12.06	\$ 547,925.00	\$ -	\$ -	0.00%	\$ 547,925.00

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: _____

Title: _____

Phone: _____

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

Appendix F
PAGE A

Control Number

INVOICE NUMBER: M06 JL 18

Contractor: Central City Hospitality House

Ct. Blanket No.: BPHM TBD

Address: 290 Turk Street, San Francisco, CA 94102

User Cj

CT. PO No.: POHM TBD

Tel. No.: (415) 749-2100



Fund Source: MH Adult County - General Func

Fax No.: (415)

Invoice Period: July 2018

Fax No.: (415)

Final Invoice: (Check if Yes)

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

ACE Control Number: _____

PHP Division: Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 SSHC (Sixth Street Self Help Center) PC# - 38IP6 - (HMHMCC730515) 251984-10000-10001792-0001												
45/ 10 - 19 MH Promotion	6,210	494			-	-	0%	0%	6,210	494	100%	100%
60/ 60 - 69 Case Mgt Support	1,872	140			-	-	0%	0%	1,872	140	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 200,427.00	\$ -	\$ -	0.00%	\$ 200,427.00
Fringe Benefits	\$ 59,853.00	\$ -	\$ -	0.00%	\$ 59,853.00
Total Personnel Expenses	\$ 260,280.00	\$ -	\$ -	0.00%	\$ 260,280.00
Operating Expenses:					
Occupancy	\$ 12,600.00	\$ -	\$ -	0.00%	\$ 12,600.00
Materials and Supplies	\$ 10,075.00	\$ -	\$ -	0.00%	\$ 10,075.00
General Operating	\$ 18,705.00	\$ -	\$ -	0.00%	\$ 18,705.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 94,002.00	\$ -	\$ -	0.00%	\$ 94,002.00
Other: Staff Recruitment	\$ 225.00	\$ -	\$ -	0.00%	\$ 225.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 135,607.00	\$ -	\$ -	0.00%	\$ 135,607.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 395,887.00	\$ -	\$ -	0.00%	\$ 395,887.00
Indirect Expenses	\$ 59,401.00	\$ -	\$ -	0.00%	\$ 59,401.00
TOTAL EXPENSES	\$ 455,288.00	\$ -	\$ -	0.00%	\$ 455,288.00
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: _____

Phone: _____

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: Central City Hospitality House
Address: 290 Turk Street, San Francisco, CA 94102
Tel. No.: (415) 749-2100
Fax No.: (415)
Fax No.: (415)



Funding Term: 07/01/2018 - 06/30/2019
PHP Division: Behavioral Health Services

INVOICE NUMBER: M16 JL 18
Ct. Blanket No.: BPHM TBD
User Cd
CT. PO No.: POHM TBD
Fund Source: MH MHS (Adult) Non Match
Invoice Period: July 2018
Final Invoice: (Check if Yes)
ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-3 CBP (Community Bldg Program) PC# - 38CJHW 251984-17156-10031199-0015												
45/ 10 -19 OS - MH Promotion	27	2			-	-	0%	0%	27	2	100%	100%
60/ 60 - 69 SS Case Mgt Support	1,872	61			-	-	0%	0%	1,872	61	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ 1,968.00	\$ -	\$ -	0.00%	\$ 1,968.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 86,160.00	\$ -	\$ -	0.00%	\$ 86,160.00
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 88,128.00	\$ -	\$ -	0.00%	\$ 88,128.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 88,128.00	\$ -	\$ -	0.00%	\$ 88,128.00
Indirect Expenses	\$ 13,220.00	\$ -	\$ -	0.00%	\$ 13,220.00
TOTAL EXPENSES	\$ 101,348.00	\$ -	\$ -	0.00%	\$ 101,348.00
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: _____
Printed Name: _____
Title: _____

Date: _____
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

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

Appendix F
PAGE A

Control Number

Contractor: Central City Hospitality House
Address: 290 Turk Street, San Francisco, CA 94102
Tel. No.: (415) 749-2100
Fax No.: (415)
Funding Term: 07/01/2018 - 06/30/2019
PHP Division: Behavioral Health Services



INVOICE NUMBER: M17 JL 18
Ct. Blanket No.: BPHM TBD
CT. PO No.: POHM TBD
Fund Source: MH Adult 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 CBP (Community Bldg Program) PC# - 38CJHW - (HMMPROP63-PMHS63-1805) 251984-10000-10001792-0001												
45/ 10 -19 Promotion	996	52			-	-	0%	0%	996	52	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 52,361.00	\$ -	\$ -	0.00%	\$ 52,361.00
Fringe Benefits	\$ 11,639.00	\$ -	\$ -	0.00%	\$ 11,639.00
Total Personnel Expenses	\$ 64,000.00	\$ -	\$ -	0.00%	\$ 64,000.00
Operating Expenses:					
Occupancy	\$ 4,610.00	\$ -	\$ -	0.00%	\$ 4,610.00
Materials and Supplies	\$ 4,000.00	\$ -	\$ -	0.00%	\$ 4,000.00
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 8,610.00	\$ -	\$ -	0.00%	\$ 8,610.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 72,610.00	\$ -	\$ -	0.00%	\$ 72,610.00
Indirect Expenses	\$ 10,890.00	\$ -	\$ -	0.00%	\$ 10,890.00
TOTAL EXPENSES	\$ 83,500.00	\$ -	\$ -	0.00%	\$ 83,500.00

Less: Initial Payment Recovery	
Other Adjustments (DPH use only)	
REIMBURSEMENT	\$ -

NOTES:

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

Signature: _____
Printed Name: _____
Title: _____

Date: _____
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 G

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

Introduction

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

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

Dispute Resolution Procedure

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

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

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

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

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

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

necessary changes to the policies and procedures or to a department's administration of policies and procedures.

Appendix H

San Francisco Department of Public Health Privacy Policy Compliance Standards

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

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

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

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

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

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

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

As Measured by: Documentation showing individual was trained exists

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

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

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

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

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

As Measured by: Documentation exists.

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

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

Appendix I

THE DECLARATION OF COMPLIANCE

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

