

1 [Agreement - Retroactive - Advocates for Human Potential, Inc. - Mobile Crisis Services -
2 Anticipated Revenue to the City of \$1,977,500]

3 **Resolution retroactively approving an agreement, for a term of September 15, 2021,**
4 **through June 30, 2025, between the San Francisco Department of Public Health and**
5 **Advocates for Human Potential, Inc. having anticipated revenue to the City of**
6 **\$1,977,500; and to authorize the Department of Public Health to enter into amendments**
7 **or modifications to the agreement prior to its final execution by all parties that do not**
8 **materially increase the obligations or liabilities to the City and are necessary to**
9 **effectuate the purposes of the agreement or this Resolution.**

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11 WHEREAS, Advocates for Human Potential, Inc. (AHP) is solely responsible for
12 ensuring that the California Department of Health Care Services Agreement No. 21-10349,
13 Behavioral Health Mobile Crisis, and Non-Crisis Services (Mobile Crisis) is implemented; and

14 WHEREAS, The San Francisco Department of Public Health (DPH) provides
15 behavioral health mobile crisis and non-mobile crisis services under an agreement with AHP,
16 having anticipated revenue to the City of \$1,977,500 (Agreement); and

17 WHEREAS, Charter, Section, 9.118 requires contracts entered by a department having
18 anticipated revenue to the City of \$1,000,000 or more be approved by the San Francisco
19 Board of Supervisors by Resolution; and

20 WHEREAS, The Agreement includes Dispute Resolution Process clauses that
21 obligates the City to settle disputes under binding arbitration; and the prevailing party, in
22 addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable
23 attorneys' fees, the amount of which shall be determined by the arbitrator, in the event the
24 parties are unable to agree; and

1 WHEREAS, A draft of the Agreement is on file with the Clerk of the Board of
2 Supervisors in File No. _____, which is hereby declared to be a part of this Resolution as if
3 set forth fully herein; now, therefore be it

4 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Health to
5 retroactively enter into the Agreement having anticipated revenue to the City of \$1,977,500;
6 and, be it

7 FURTHER RESOLVED, That said Agreement shall include Dispute Resolution
8 Process clauses that obligates the City to settle disputes under binding arbitration; and the
9 prevailing party, in addition to any damages awarded by the arbitrator, shall be entitled to
10 costs and reasonable attorneys' fees, the amount of which shall be determined by the
11 arbitrator, in the event the parties are unable to agree; and, be it

12 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Director
13 of Health to enter into any amendments or modifications to this agreement, prior to its final
14 execution by all parties, that the Department determines, in consultation with the City
15 Attorney, are in the best interests of the City, do not otherwise materially increase the
16 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of
17 the agreement, and are in compliance with all applicable laws; and, be it

18 FURTHER RESOLVED, That within thirty (30) days of the Agreement being fully
19 executed by all parties, the Director of Health shall provide the final agreement to the Clerk of
20 the Board for inclusion in File No. _____,
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1 RECOMMENDED:

2 /s/

3 Dr. Grant Colfax

4 Director of Health

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