

File No. 230433

Committee Item No. 3

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Homelessness and Behavioral Health Select Date: May 12, 2023

Board of Supervisors Meeting: _____ Date: _____

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OTHER

- Comm Rpt Request 050423
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Prepared by: Stephanie Cabrera

Date: May 5, 2023

Prepared by: _____

Date: _____

Prepared by: _____

Date: _____

1 [Agreement - Retroactive - San Francisco Unified School District - Special Education Services
2 - Anticipated Revenue to the City of \$1,000,000 or More]

3 **Resolution retroactively approving an agreement between the San Francisco**
4 **Department of Public Health and the San Francisco Unified School District having**
5 **anticipated revenue to the City of \$1,000,000 or more for students with disabilities to**
6 **receive special education and educationally related mental health services; and to**
7 **authorize the Department of Public Health to enter into amendments or modifications**
8 **to the agreement prior to its final execution by all parties that do not materially**
9 **increase the obligations or liabilities to the City and are necessary to effectuate the**
10 **purposes of the agreement or this Resolution.**

11
12 WHEREAS, The San Francisco Unified School District (SFUSD), in accordance with
13 the Individuals with Disabilities Education Act (IDEA, 2004), is solely responsible for ensuring
14 that students with disabilities receive special education and educationally related mental
15 health services (ERMHS) to meet their needs; and

16 WHEREAS, The Department of Public Health (DPH) provides educationally related
17 mental health services for SFUSD under an agreement with SFUSD having anticipated
18 revenue to the City of \$1,000,000 or more (Agreement); and

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

22 WHEREAS, A draft of the Agreement is on file with the Clerk of the Board of
23 Supervisors in File No. 230433, which is hereby declared to be a part of this Resolution as if
24 set forth fully herein; now, therefore, be it

25

1 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Health to
2 retroactively enter into the Agreement having anticipated revenue to the City of \$1,000,000 or
3 more; and, be it

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

10 FURTHER RESOLVED, That within thirty (30) days of the Agreement being fully
11 executed by all parties, the Director of Health shall provide the final agreement to the Clerk of
12 the Board for inclusion in File No. 230433,

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RECOMMENDED:

/s/ _____

Dr. Grant Colfax
Director of Health

ORGANIZATION/PROFESSIONAL SERVICES CITY AGREEMENT

This Contract (“Agreement” or “Contract”) is dated for convenience as of **July 1, 2022**, between the **San Francisco Unified School District** (“District”) and the **City and County of San Francisco by and on behalf of its Department of Public Health** (“City”). The District and City may be individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, absent an exception or exclusion, competitive solicitation is required when contracting for goods and services in excess of the State bid limit, adjusted annually for inflation;

WHEREAS, California Public Contract Code § 20111 authorizes the District to purchase equipment, materials, or supplies in an amount under the bid threshold (\$99,100 for 2022 and adjusted annually for inflation) without formal bidding;

WHEREAS, the District desires City to provide Special Education Services, as detailed herein;

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of professional services or advice if those persons are specially trained and experienced and competent to perform the services required, specifically, Government Code § 53060, and this Agreement falls under one of the other legal exceptions to competitive bidding requirements; and

WHEREAS, City represents itself able and, for a consideration, willing to perform the services for The District’s **Special Education Department**.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. SERVICES

City agrees to perform the services set forth in the attached **APPENDIX A** (“Scope of Work” or “Services”). If closure of schools or other impediments arise to preclude City from performing in-person Services, City agrees to perform Services remotely, when possible and when the performance of such services remotely is comparable to the in-person provision of such services. In the alternative, City agrees that its obligation to perform Services and right to receive compensation for those Services will be suspended for the duration of the school closures or interruption to in-person Services.

2. TERM; EFFECTIVE DATE

The term for these Services shall commence on July 1, 2022 and shall expire on June 30, 2027, **unless terminated earlier pursuant to the terms of this Agreement**. This Agreement shall become effective only upon approval and/or ratification by the District’s Board of Education in an open, noticed meeting, proper execution by the Parties and certification by the Chief Financial Officer as to the availability of funds. The District has no obligation to renew or extend this Agreement after expiration of its term.

3. COMPENSATION

Compensation to City shall not exceed SIX MILLION DOLLAR TWO HUNDRED FIFTY THOUSAND DOLLARS (\$6,250,000.00). **The not to exceed amount is the maximum amount of compensation due to City and not a guarantee of total payment to City, as City is paid in arrears for Services rendered.** The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached **APPENDIX B** (“Schedule of Fees and Charges”). The rates in Appendix B shall be firm throughout the term of the Agreement.

4. AVAILABILITY OF FUNDS; BUDGET AND FISCAL PROVISIONS; TERMINATION IN THE EVENT OF NON-APPROPRIATION

a. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement.

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- b. The amount of the District’s obligation hereunder shall not at any time exceed the amount herein stated or stated in any approved amendment.
- c. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the period for which funds are appropriated.
- d. City’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

5. DISALLOWANCE

- a. If City claims or receives payment from the District for a service that is later disallowed by the United States Government, State of California or any other grantors, City shall promptly refund the disallowed amount to the District upon the District’s request. At its option, the District may offset the amount disallowed from any payment due or that may become due to City under this Agreement.
- b. By executing this Agreement, City certifies that City is not suspended, debarred or otherwise excluded from participation in federal, state or local governmental programs. City acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

6. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

Pursuant to Government Code § 12650 *et seq.*, any person, including City or its employees, or one of City’s subcontractors, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty of up to eleven thousand dollars (\$11,000.00), as adjusted by the Federal Civil Penalties Inflation Adjustment Act, for each false claim. A person will be deemed to have submitted a false claim to the District if the person:

- a. knowingly presents or causes to be presented to an officer or employee of the District, a false claim 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 District;
- c. conspires to defraud the District by getting a false claim allowed or paid by the District;
- d. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
- e. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
- f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
- g. 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 District; or
- h. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

7. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

No payment shall in any way lessen the liability of City to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment or materials was not detected at the time of payment. Service, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by City without delay at no additional cost to the District.

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8. RESPONSIBILITY FOR EQUIPMENT

The District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by City, even though such equipment be furnished, rented or loaned to City by the District.

9. TAXES

City shall pay all taxes levied in connection with this Agreement, or the services delivered pursuant hereto.

10. INDEPENDENT CONTRACTOR

- a. City or any agent or employee of City shall be deemed at all times to be an independent contractor and not an employee of the District. City shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and City or its agents and employees.
- b. Any terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of City's work only, and not as the means by which such a result is obtained. The District does not retain the right to control the means or the method by which City performs work under this Agreement.
- c. If any governmental authority should, nevertheless, determine that City is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to City and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement. City shall refund any amounts necessary to effect such reduction.

11. INDEMNIFICATION

- a. City shall indemnify and hold harmless the District, its Board, officers, employees and agents against all claims, damages, injury, losses, expenses (including reasonable attorney's fees), or claims thereof for injury to or death of a person, including but not limited to employees of City, or loss of or damage to property, and liabilities (referred to collectively as "Claims") of any type whatsoever arising out of its performance of this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of City, its officers, employees and/or agents, as determined by a court of competent jurisdiction. The District shall provide the City with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the City in connection with any such claim.
- b. District shall indemnify and hold harmless the City, its Board, officers, employees and agents against all claims, damages, injury, losses, expenses (including reasonable attorney's fees), or claims thereof for injury to or death of a person, including but not limited to employees of District, or loss of or damage to property, and liabilities (referred to collectively as "Claims") of any type whatsoever arising out of its performance of this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees and/or agents, as determined by a court of competent jurisdiction. The City shall provide the District with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the District in connection with any such claim.
- c. In the event of concurrent negligence of more than one Party, its Board, officers, employees or agents, as determined by a court of competent jurisdiction, the liability for any and all Claims shall be apportioned pro rata based on each party's proportionate share of fault.
- d. The Parties intend and agree to reasonably cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. The Parties agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any service performed under this Agreement. In the event of a conflict of interest, each Party may conduct its own investigation and engage its own counsel.

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e. The provisions of this Section shall survive the termination or expiration of this Agreement.

12. INSURANCE

City is self-insured. City shall maintain, and provide a letter to District confirming that it will maintain the self-insurance sufficient to cover potential liabilities during the term of the Agreement. In no circumstances shall City's insurance coverage, or lack thereof, relieve or decrease the liability of the City hereunder.

13. DEFAULT

City shall be in default if City: (a) fails to perform any term, covenant, or condition contained in this Agreement; (b) files or is the subject of a petition for bankruptcy or insolvency; or, (c) has a court-ordered receiver or trustee appointed with respect to City's assets.

14. REMEDIES

If a default has occurred and is continuing, the District may, in its sole discretion, and individually or in combination with any other remedy:

- a. Terminate this Agreement upon ten (10) days written notice at the discretion of the District. District shall specify the date of termination in its written notice of termination for default. City shall be paid for services satisfactorily rendered through the date of termination;
- b. Offset the amount of any outstanding liability of City against funds otherwise due and owing hereunder or any other agreement with City;
- c. Withhold funds due hereunder;
- d. Cure the default, in which event all amounts expended by the District in effecting such cure shall be payable upon demand, with interest from the date of incurrence at the maximum rate permitted by law; and/or
- e. Exercise any other remedy available by law.

15. TERMINATION

- a. City expressly understands and agrees that in an event of default by the City under this Agreement, this Agreement may be terminated for cause by the District and all of the City's rights hereunder ended. Termination for cause shall be upon ten (10) days written notice, and no work will be undertaken by City after receipt of the notice of termination for cause, with the exception of actions necessary to effectuate the termination.
- b. City further understands and agrees that the District may terminate this Agreement for the District's convenience and without cause at any time by giving the City thirty (30) days written notice of such termination.
- c. Upon receipt of any notice of termination of this Agreement, City shall commence and perform, with diligence, all actions necessary on the part of City to effect the termination of this Agreement on the date specified by District in a manner that minimizes the liability of City and District to third parties as a result of termination. All such actions shall be subject to prior approval by District and shall include, without limitation: canceling orders, assigning interests to the District, settling outstanding liabilities and claims, securing and safe-guarding District property, and halting or completing services in the manner specified by the District.
- d. In no event shall District be liable for costs incurred by City or any of its subcontractors after the effective date of termination, except for those costs specifically approved by the District as necessary to effect the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on 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.
- e. Within thirty (30) days of the effective date of termination, the City will submit an itemized invoice detailing the unpaid costs incurred for the services rendered pursuant to this Agreement up to the

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effective date of termination. The District's payment obligation under this Section shall survive termination of this Agreement. Upon payment of approved charges under such invoice by the District, the District shall be under no further obligation to the City, monetarily or otherwise.

16. NOTICES

Any notices or communications required or permitted to be given by this Agreement must be:

- (i) given in writing; and
- (ii) personally delivered or mailed, by prepaid, certified mail, overnight courier; or electronic mail transmission (including portal document format) with "read receipt" requested,

to the Party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such Party as follows:

NOTICE TO THE DISTRICT:

SITE/DEPARTMENT	SPECIAL EDUCATION DEPARTMENT
HEAD OF SITE/DEPARTMENT	JEAN ROBERTSON
CONTACT PERSON	Jennifer Jimenez Payne
STREET ADDRESS	3045 Santiago Street
CITY, STATE, ZIP	San Francisco, CA 94116
TELEPHONE	(415) 759-2222
EMAIL ADDRESS	Robertsonj1@sfusd.edu

NOTICE TO THE CITY:

CITY NAME	SAN FRANCISCO CITY AND COUNTY-DEPARTMENT OF PUBLIC HEALTH (BHS)
CONTACT PERSON	Farahnaz K. Farahmand, Ph.D., Director, CYF System of Care
STREET ADDRESS	1380 Howard Street
CITY, STATE, ZIP	San Francisco, CA 94103
TELEPHONE	(415) 255-3635
EMAIL ADDRESS	farahnaz.farahmand@sfdph.org

With Copy to:

San Francisco Unified School District
Procurement Department
135 Van Ness Street, Room 310
San Francisco, CA 94102
contract@sfusd.edu

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section.

17. COVID-19 HEALTH & SAFETY REQUIREMENTS FOR A CITY

- a. If City, its employees and/or sub-contractors ("Contracting Parties") will enter a District school site or facility in connection with performance of services under this Agreement or if Contracting Parties will be in contact with District staff, subcontractors, or students, then City and its subcontractors shall maintain compliance with local and state laws, health directives, orders, guidelines and policies with respect to COVID-19 health and safety, and District policies and practices with respect to COVID-19 health and safety, as updated from time to time.

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- b. All costs to comply with the COVID-19 requirements are the City's responsibility.
- c. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.
- d. City certifies that the provision of Section 17 shall be included in all subcontracts.

18. CRIMINAL BACKGROUND CHECK/SUBSEQUENT ARREST NOTIFICATION REQUIREMENTS

- a. City certifies that the provision of Section 18 shall be included in all subcontracts.
- b. Criminal Background Check – City Employees and Sub-contractors
 - i. Prior to the commencement of services and throughout the term of this Agreement, if City or any of its employees, will have more than limited contact with SFUSD students, or interact with District students outside of the immediate supervision and control of the student's parents or District staff, then City is required to comply with the criminal background check provisions of California Education Code § 45125.1. City must conduct criminal background checks through the California Department of Justice ("CDOJ"), including both CDOJ and Federal Bureau of Investigation ("FBI") background checks, and must obtain subsequent arrest notification (as below), for all City employees who will have more than limited contact with District students or will interact with District students outside of the immediate supervision and control of the student's parents or District staff in the performance of this Agreement.
 - ii. City certifies that no City employee who has been convicted of a serious or violent felony as defined by California Education Code § 45125.1 (citing California Education Code § 45122.1), a sexual offense as defined by California Education Code § 44010, a controlled substance offense as defined by California Education Code § 44011, or any other offense that renders City's proximity to children or services to the District inappropriate, shall have contact with District students under this Agreement. This prohibition does not apply to an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code § 4852.01 *et seq.* for a serious or violent felony listed under California Education Code § 45122.1.
 - iii. City and/or its agents have the sole responsibility to comply with the CDOJ fingerprint and criminal background investigation requirements and maintain compliance throughout the duration of this Agreement.
 - iv. The District will not be responsible for the costs of the criminal background checks.
 - v. City's employees, agents, or volunteers who will have no contact or will have limited contact and will no interact with District students outside of the supervision and control of student's parents or District staff, are not required to meet criminal background check and subsequent arrest notification requirements.
 - vi. If City asserts that all of its employees, agents or volunteers will have no contact or will have limited contact and will not interact with District students outside of the supervision and control of student's parents or District staff, the District Administrator supervising this Agreement will be required to affirm that City has correctly disclosed the level of student interaction/contact associated with the services provided under this Agreement. The District's determination shall control.
 - vii. City will include the provision in Section 18 in every sub-grant or subcontract for this program requiring that all subcontractors comply with these background check provisions. City shall ensure that no services are provided under this Contract prior to compliance with the provisions of Section 18. Correspondingly, City shall ensure it does not permit any agent or volunteer with the City to perform services under this Agreement without complying with this Section 18.
- c. Subsequent Arrest Notification

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- i. In addition to the initial criminal background check, City will obtain, and will require that all subcontractor's obtain, from CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have more than limited contact with District students or interact with District students outside of the immediate supervision and control of the student's parents or District staff in the performance of this Agreement. District shall not be responsible for the costs associated with the subsequent arrest notifications.
- ii. Upon receipt of notice that any of its employees, agents, or volunteers who will have more than limited contact with District students or will interact with District students outside of the immediate supervision and control of the student's parents or District staff in the performance of this Agreement has been arrested or convicted of a serious or violent felony as defined by California Education Code § 45125.1 (citing Education Code § 45122.1), a sexual offense as defined by California Education Code § 44010, or a controlled substance offense as defined by California Education Code § 44011, or any other offense that renders City's proximity to children or services to the District inappropriate City, and its subcontractors, will immediately prohibit such employee, agent, or volunteer from having any contact with District students pursuant to this Agreement, and City and its subcontractors will immediately notify the District of such arrest.
- iii. Without limiting any other available legal remedies, failure by City and its subcontractors to comply with this Section may result in termination of this Agreement at the District's sole discretion.
- d. City certifies that it will comply with, and will require that all subcontractors to comply with, all CDOJ fingerprint and criminal background investigation requirements of California Education Code § 45125.1 *et seq.*, and maintain compliance throughout the duration of this Agreement with District.
- e. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

19. TUBERCULOSIS SCREENING REQUIREMENTS

- a. City certifies that the provision of Section 19 shall be included in all subcontracts.
- b. California law requires that school consultants working with students be free of infectious tuberculosis ("TB").
- c. If City, its employees and/or subcontractors ("Parties") shall or may be on a District school site and have contact with District students three or more times per month during the term of this Agreement, then City and its subcontractors shall at all times during the duration of the Agreement maintain compliance with the TB certification requirements as set forth herein.
- d. City shall maintain on file, and City shall require its subcontractors to maintain on file, documents confirming that City employees and/or subcontractors received a TB test or TB assessment that complies with the requirements of California Education Code §49406. These documents shall be regularly maintained and updated by City and its subcontractors and shall be available to District upon request or audit. City further agrees and acknowledges that all new City and subcontractor personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied.
- e. All costs to comply with the TB certification requirements are the City's responsibility.
- f. Evidence of compliance with these requirements shall be immediately available to the District by the City and its subcontractors upon request or audit.
- g. City certifies that the provision of Section 19 shall be included in all subcontracts.

20. CALIFORNIA STATE TEACHERS RETIREMENT SERVICES - POSTRETIREMENT EARNINGS LIMIT

- a. City certifies that the provision of Section 20 shall be included in all subcontracts.

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- b. A school district is required to report post-retirement earnings to CalSTRS for retired members who perform creditable service whether the retired member was compensated as an employee of the district, independent contractor or employee of a third party.
- c. When a retired member's earnings exceed the fiscal year limitation, their retirement benefit will be reduced by the amount earned over the annual limit.
- d. The amount reduced may be equal to their monthly retirement benefit payable but shall not exceed the annual retirement benefit payable to the member.
- e. City certifies that it is cognizant and fully informed of regulations regarding Postretirement Earnings Limits applicable to retirees from California State Teachers Retirement Services (CalSTRS). (California Education Code §§ 22714, 24114, 24116, 24214, 24214.5 and 24215.)
- f. **City shall inform the District if its employee and/or subcontractor, who is providing services under this Agreement, is a retired member of CalSTRS before receiving payment for services under this Agreement, and all post-retirement earnings shall be reported to CalSTRS.**

21. CONFLICT OF FINANCIAL INTEREST

City has the responsibility to know, and comply with, all requirements of California law pertaining to Conflicts of Financial Interest in contracting with public agencies. City has the obligation to determine whether or not participation in a contract may constitute a conflict of interest. City certifies that it has read, understood and will comply with conflict of interest laws and regulations, set-forth in **Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270 / Conflict of Interest.**

22. NONDISCRIMINATION

The District is committed to providing equal opportunity for all individuals in education. City understands and agrees that in providing services to the District, City shall comply with Board Policy 0410: Nondiscrimination in District Programs and Activities, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services City will provide to the District under this Agreement include the provision of services to students, City shall comply with Board Policy 6141: Curriculum Development and Evaluation, which recognizes that the District's curriculum may sometimes include instruction related to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. The services provided by City shall not reflect adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. By signing this Agreement, City certifies that its programs, activities, and practices are free from discrimination and that it shall strictly adhere to and comply with District policies.

The District understands and affirms that the City must comply with the San Francisco Administrative Code non-discrimination provisions.

23. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION

- a. City certifies that the provision of Section 23 shall be included in all subcontracts.

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- b. City understands and agrees that, in connection with this Agreement, the City and/or its subcontractors may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. City also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the City to civil liability. Consequently, City agrees that all information disclosed by the District to the City or in which such information is collected or received by City on District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. City shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
- c. City shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.*. City is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies. **Even if access is permitted, City shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. City shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.**
- d. Use of Confidential Student Data for Program Evaluation/Studies. City's access to and use of confidential student data for purposes other than provided for under this Agreement requires **prior written approval** from the District's Office of Research, Planning and Accountability ("RPA"). City must complete and submit a Research Application to RPA and if RPA approves the Research Application, City must also execute a Data Use and Confidentiality Agreement ("DUA") with RPA.
- e. Within thirty (30) days of the termination or expiration of this Agreement, if no subsequent agreement between the Parties is in place to allow City to have access to the District's confidential student data, then any such data that is in the possession of City shall be confidentially and securely returned to District in all forms in which the City is holding such data, including, if applicable, in a computer-readable format. Once such data is received by District, and, if applicable, District confirms that the computer-readable format is indeed readable, City shall securely destroy any remaining copies of the data that it holds in any form or media within fourteen (14) days of such confirmation from District. City shall destroy all such data utilizing a method of secure destruction that renders such information unreadable, such as shredding or burning, erasure of magnetic media, electronic deletion using file shredding software, or other industry-standard method of secure destruction. Upon request, City shall provide District with written certification that such destruction has occurred.
- f. The confidentiality provisions of this Section shall survive the termination or expiration of this Agreement.

24. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

City acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a City or subcontractor, must be similarly accessible to the general public regardless of disabilities. City shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation including without limitation Section 504 of the Rehabilitation Act. City agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any breach of this prohibition on the part of City, its agents or assigns will constitute a material breach of this Agreement.

25. MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT

If City will provide services at a school site and works with District students pursuant to this Agreement, City is a mandated reporter of suspected child abuse or neglect under California Penal Code § 11165.7, and City

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will submit reports of suspected child abuse or neglect to Child Protective Services (“CPS”) as required by law. (California Penal Code § 11165.7; California Penal Code § 11164 *et seq.*) City shall maintain copies of such reports. City is requested, but is not required, to notify the District school site administrator when a CPS report has been filed. City certifies that this Section 24 shall be included in all subcontracts.

26. OWNERSHIP OF RESULTS

Any newly-developed plans, specifications, studies, reports, memoranda, computation sheets, computer data files or other materials in any form or media prepared by City in connection with services performed under this Agreement ("Results") shall be the property of and be promptly transmitted to the District. The District hereby grants to City a non-exclusive, irrevocable, royalty-free license to reproduce, modify, edit, create derivative works based on, and otherwise use the Results. The Parties acknowledge and agree that the City retains and exclusively owns all rights, title and interest in and to the intellectual property rights owned or developed by the City prior to the date of this Agreement or outside of the scope of the services provided pursuant to this Agreement.

27. AUDIT AND INSPECTION OF RECORDS

City agrees to maintain and to permit the District to audit, examine and make copies of excerpts and transcripts of all records, including without limitation accurate accounting books and records, invoices, timesheets, documents, reports, student records, payroll and personnel records and other materials and data related to City's performance of this Agreement, whether funded in whole or in part under this Agreement. The City shall maintain such records and data in an accessible location and condition for a period of not less than five (5) years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

28. SUBCONTRACTING

With the exception of subcontractors listed and approved by District in Appendix C, City is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the prior written consent of the District. If City subcontracts any portion of its obligations under this Agreement, it is required to ensure the Insurance Requirements of Section 12, above, apply to any and all such subcontractors. City shall be liable to District for all such subcontractors acts or omissions relating to this Agreement, whether provided with or without the District's permission.

29. ASSIGNMENT

City understands and agrees that the services to be performed by the City under this Agreement are personal in character and neither this Agreement, nor any duties or obligations hereunder, shall be assigned or delegated by the City without the prior written consent of the District.

30. FORCE MAJEURE

The Parties agree that neither shall be liable to the other under this Agreement as a result of any delay, failure or interruption in services directly caused by an act of God or public enemy; acts of civil or military authorities; catastrophes such as an earthquake, epidemic, pandemic, viral or communicable disease outbreak; quarantines; disruption of supply chains, transportation systems, or national emergency, that is beyond the reasonable control of the Party and which renders impossible the performance of contractual obligations, either totally or in part (a “Force Majeure Event”), excluding in all cases claims of financial hardship, and such nonperformance will be excused and will not be deemed a default hereunder or a ground for termination of the Agreement, provided that as soon as reasonably possible the affected Party (1) provides the other party with notice of such Force Majeure Event, (2) provides detailed documentation establishing that such Force Majeure Event was beyond the Party's reasonable control and not due to any fault or negligence on its part, and (3) works diligently to restore services as soon as reasonably possible. In no event shall any work stoppage, strike or labor dispute at a District or City site, or by District or City personnel, constitute a Force Majeure Event under this Agreement. In no event shall District be liable to City for payment for services that cannot be and are not provided as a result of a Force Majeure Event. ***In no event shall District be liable to City for payment for services that cannot be and are not provided as a result of a Force Majeure Event.***

31. WAIVER

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Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions 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.

32. DISPUTE RESOLUTION

Prior to any action or resort to any other legal remedy, District and City agree to exercise reasonable efforts and to negotiate in good faith to resolve to the satisfaction of the Parties any dispute that may arise concerning the performance by either Party of its obligations under this Agreement.

33. COMPLIANCE WITH LAWS AND REGULATIONS

City shall keep itself fully informed of the applicable federal, state and local laws, regulations and orders affecting the performance of, or necessary to ensure the safe and appropriate performance of, this Agreement, and shall at all times comply with such laws, regulations, and orders as they may be amended from time to time.

34. MODIFICATION OF AGREEMENT

Any amendment or modification to this Agreement shall be by written instrument and shall only be effective upon execution by the duly authorized representatives of the Parties and approval or ratification by the Board of Education in an open, noticed meeting.

35. USE OF NAME; MARKETING

Excluding a simple statement or acknowledgement that City has a written agreement with the District, City will not use the name, marks or logos of the District in any planned advertisement, press release, or other planned publicity or marketing materials, in any form or media, without the prior written approval of the District. Notwithstanding the foregoing provisions of this Section, nothing in this Section shall infringe upon the First Amendment rights of either Party.

36. GOVERNING LAW; VENUE

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules. The venue for all litigation relative to this Agreement shall be San Francisco, California.

37. SECTION HEADINGS

The section headings contained herein are for convenience of reference only and are not intended to define the scope of any provision of this Agreement. In the event of any inconsistency between the terms of this Agreement and language set forth in any Appendices to this Agreement, the terms of this Agreement shall take precedence in resolving the conflicting terms

38. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by the Parties to this Agreement. In the event of any inconsistency between the terms of this Agreement and language set forth in any Appendices to this Agreement, the terms of this Agreement shall take precedence in resolving the conflicting terms.

39. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS

- a. Original copies of this Agreement shall be executed by the respective Party's authorized signatories.
- b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other.

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- c. Facsimile or electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the facsimile or electronic document, is aware that the other party will rely on the facsimile or electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of a facsimile or electronic signature.

40. SEVERABILITY

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

41. APPENDICES.

The Appendices set forth below and attached hereto are an integral and definitive part of this Agreement and are incorporated herein by this reference. In signing this Agreement, City certifies that it will comply with all laws, regulations, and District board policies referenced in the Appendices; affirms that it is familiar with the laws, regulations, and District board policies referenced in the Appendices; certifies that it does not know of any facts that constitute a violation of any such laws, regulations, and District board policies contained therein; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.

Appendix A - Scope of Work or Services
Appendix B - Schedule of Fees and Charges
Appendix C - Insurance Requirements

42. STUDENT CONTACT DISCLOSURE

<p>Will City have MORE THAN LIMITED CONTACT or FREQUENT or PROLONGED CONTACT with District Students or will interact with District students outside of the supervision and control of student’s parents or District staff in the performance of the Agreement?</p> <p>Check one:</p> <p><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If YES, City must comply with the requirements of Sections 19 and 20 prior to Board ratification or approval.</p>	<p><i>I have reviewed and affirm that the City has correctly disclosed the level of student contact and interaction associated with the services provided under this Agreement.</i></p> <hr/> <p>Scott Ostendorf Supervisor, Special Education</p> <hr/> <p>Date: _____</p>
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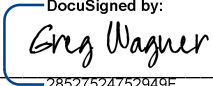
IN WITNESS WHEREOF the Parties hereto have executed this Agreement as approved/ratified by the Board of Education on _____.

City and County of San Francisco

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

APPROVED:

BY:  04/11/2023 | 12:11 PM PDT
28527524752949F...
 Authorized Signature

BY: _____
 Jean Robertson

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Grant Colfax, MD
Director of Health
Department of Public Health

- Deputy Superintendent, INSERT DEPT
- Head, Special Education Department
- Assistant Superintendent, INSERT DEPT

Error! Reference source not found.

APPROVED AS TO FORM:

David Chiu
City Attorney

RECOMMENDED:

BY: _____

Signature of Site/Dept. Administrator
Scott Ostendorf
Supervisor, Special Education

BY: _____

Authorized Signature

Louise Simpson
Deputy City Attorney

APPROVED AS TO FORM:

BY: _____

Senior Deputy General Counsel

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Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification <input type="checkbox"/> Go to <i>www.irs.gov/FormW9</i> for instructions and the latest information	Give form to the requester. Do not send to the IRS.
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Please print or type See Specific Instructions on page 3.	1. Name (As shown on your income tax return) <u>Name is required on this line; do not leave this line blank.</u>	
	2. Business name /disregarded entity name, if different from above	
	3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ← _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ←	4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee Code (if any) _____ Exemption from FATCA reporting code (if any) _____ <u>(Applies to accounts maintained outside the U.S.)</u>
	5. Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6. City, state, and ZIP code	
	7. List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part 1, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN later</i> . Note. If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give The Requester</i> for guidelines on whose number to enter.	Social security number <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> or Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting, is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II later.

Sign Here	Signature of U.S. person ←	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9, and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN) or employers identification number (EIN) to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

(refer to <http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

APPENDIX A**SCOPE OF WORK or SERVICES****Appendix- Scope of Work or Services**

City agrees to provide the following services to the District, and certifies that these provisions are applicable to the City and all its subcontractors, and shall be included in all subcontracts):

The array of services will be provided for a child with a disability, as defined under the IDEA, in paragraph (3) of Section 1401 of Title 20 of the United States Code, and shall include necessary related services as defined in paragraph (26) of Section 1401 of Title 20 of the United States Code, and designated instruction and services, as defined in Section 56363 of the California Education Code.

I. The City, through its Behavioral Health Services division of its Department of Public Health (“BHS”), shall provide Educationally Related Mental Health Services (ERMHS) to District, either directly by City employees and/or interns post-masters with direct supervision by appropriately certificated employees, or by a subcontractor pursuant to Section 17 (“Subcontracting”) of this Agreement, as follows:

A. Outpatient/School-Based/Counseling Enriched Educational Program (CEEP)

1. **Individual Counseling** (CASEMIS Code 510, Services codes INDTPY, IREHAB, NMIND): One to one counseling provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or include parents or staff members on learning problems or guidance programs for students. Individual Counseling includes those evidence-based interventions consistent with the student’s IEP educationally related mental health goals that focus primarily on symptom reduction as a means to improve functional impairments and academic success. Individual Counseling will be provided by a mental health professional, or an intern or other mental health practitioner under the clinical supervision of a mental health professional.

2. **Counseling and Guidance** (Group Counseling) (CASEMIS Code 515, Service Codes GRPTPY, GREHAB): Counseling in a group setting provided by a qualified individual pursuant to the IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal. Group Counseling includes those evidence-based therapeutic interventions for more than one student that focuses on addressing the student’s educationally related mental health goals and symptom reduction as a means to improve functional impairments and academic success. Group counseling will be provided by a mental health professional, or an intern or other mental health practitioner under the clinical supervision of a mental health professional.

3. **Parent Counseling and Training** (CASEMIS Code 520, Service Codes ICOLL, 90847, 90849, or NMCOL): Individual counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child’s needs, may include parenting skills or other pertinent issues. Parent counseling and training will be provided by a mental health professional, or an intern or other mental health practitioner under the clinical supervision of a mental health professional.

4. **Agency Linkages** (Case Management) (CASEMIS Code 865, Service Codes ASMT1, H0032, GCOLL, T1017, IPT1017, NMCMB): Service coordination and case management that facilitates the linkage of individualized education services and programs.

Linkage and Coordination – the identification and pursuit of resources needed for provision of a free and appropriate public education to a student, including, but not limited to, the following:

- a. Treatment plan development and monitoring as it relates to the ERMHS IEP goals.
- b. IEP attendance, monitoring and contributing to progress and updates to IEP goals.
- c. Monitoring service delivery to ensure an individual’s access,

B. Administrative or Judicial Litigation Support

Although BHS may not be named as a party to due process proceedings under the IDEA’s procedural safeguards, BHS agrees to use reasonable efforts to cooperate with the SFUSD with regard to all administrative or other legal proceedings involving special education students receiving services from BHS pursuant to this Agreement.

II. BHS shall provide the above services in accord with the following:

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A. Referral and Assessment Process for Outpatient ERMHS Services: It is understood and agreed that during the term of this Services Agreement that SFUSD shall have the responsibility for determining what mental health services, if any, are required for the provision of a Free Appropriate Public Education (“FAPE”) to eligible students.

1. Once the student is assessed by qualified SFUSD personnel, or their designee, for ERMHS and the service is determined to be necessary, an IEP meeting will be held.

2. At the IEP meeting, the team will:

- a. Determine the requirement for ERMHS
- b. Drafts goals based on school psychologist assessment
- c. Determines duration and frequency of service
- d. Document this in the IEP

3. At the IEP meeting, SFUSD personnel will inform parent/guardian of the BHS assigned clinic (one of the subcontractors listed in Appendix C of this Agreement) and how to reach the clinic to set up the first appointment.

4. Following the IEP and parent consent to refer the student to BHS for services, SFUSD personnel will forward a completed referral packet to the BHS ERMHS Coordinator at the BHS ERMHS Office, 1309 Evans Avenue, Suite A/B, San Francisco, CA 94124, within 24 hours of receiving parent consent.

5. The BHS ERMHS office will forward the referral packet to the assigned BHS clinic within 10 business days of receiving the completed packet from SFUSD.

6. Upon receiving an ERMHS referral from SFUSD, the assigned BHS ERMHS clinic will contact the parent/guardian within 48 hours of receipt of ERMHS referral packet, and schedule an intake appointment within 5 days of receiving the referral packet.

7. The assigned BHS clinic will notify the BHS ERMHS office within 24 hours to confirm receipt of referral. If the clinic cannot accommodate the referral, they will notify the BHS ERMHS office so the case can be reassigned. BHS ERMHS provider agency will complete the CANS assessment within established BHS guidelines. The CANS assessment is required for BHS reporting purposes only and is not a required component of the student’s IEP.

B. Service Provision and Monitoring of Services:

1. BHS agrees to provide oversight of the mental health providers (the subcontractors listed in Appendix C of this Agreement) offering the service, including program reviews and chart reviews on a regular basis.

2. BHS providers will report to the student’s IEP case manager at the student’s assigned school, significant student attendance issues, defined at three or more consecutive absences, at school-based, out-patient, and Counseling Enriched Educational Program (CEEP) service sessions. If BHS providers are unable to reach the IEP case manager at student’s assigned school, providers may contact SFUSD’s ERMHS Coordinator at 3045 Santiago Street, San Francisco, CA 94116, for assistance in making contact with the site-based IEP team, in order that attendance concerns may be addressed by the IEP team.

3. The assigned BHS clinic will maintain ongoing communication with school site (i.e., school psychologist) regarding intake process/outcome (e.g., problems with parent accessing services, etc.). The Clinic will inform the BHS ERMHS Office and SFUSD ERMHS Office simultaneously within 30 days of status of case (via notification form). Such Notification of ERMHS Status Form must be submitted with password protection by secure email.

4. Any changes in services (including but not limited to an increase or decrease in service frequency or duration, initiation of a new service, or termination of a service) must be determined through the IEP process.

5. In the event the ERMHS clinician cancels an appointment, a make-up session will be provided within two weeks to ensure compliance with student’s IEP.

6. SFUSD and BHS shall implement a system for monitoring contracts with non-public, non-sectarian schools to ensure that mental health services on the IEP are provided and that no children are denied service solely because they do not meet Medi-Cal eligibility.

7. BHS agrees to attend and participate in IEP team meetings when requested by SFUSD with sufficient notice. In the event that BHS cannot attend an IEP meeting, it will arrange to have a summary of progress and recommended educationally related goals from the assigned mental health provider to be submitted at the IEP meeting.

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8. BHS Clinicians will make their best effort to provide services at the school site when possible, and the school site will ensure that confidential space is available for the Clinicians to provide services to students. Maintaining service delivery at the school site maximizes their access to the Least Restrictive Environment.

C. Reporting: (Applicable to City Only)

BHS shall provide SFUSD with a report of all active students and all educationally related mental health services that were provided during the reported month. The report will include both Medi-Cal and non-Medi-Cal eligible students and will clearly designate each students' eligibility status. The report will be submitted in a form acceptable to SFUSD according to the schedule below, or as soon as feasible thereafter.

Reports shall be submitted by the City two months in arrears from the monthly service date for the duration of the Agreement including any optional years. As an example, for a report for service completed in July, the City shall submit the report to SFUSD in the month of September of the then current year.

BHS shall submit a final report for the entire fiscal year by September 15th, for the preceding fiscal year. The City shall note any corrections and/or changes to prior reports in the final report.

D. Medication Support:

The parties acknowledge that medication support is not a related service within the meaning of the IDEA and that SFUSD may, for that reason, decline to provide this service as a component of a student's IEP. The parties also acknowledge that BHS does and will continue to provide medication support to the extent that the City is obligated under State law to provide medically necessary mental health services to eligible individuals, including seriously emotionally disturbed children in San Francisco who have qualifying mental health needs. City certifies that this provision is applicable to the City and all subcontractors.

E. SFUSD's Provision of FAPE:

It is understood and agreed that the SFUSD has the right and obligation under IDEA to determine educationally related mental health services needed for an eligible student to receive FAPE and that BHS will provide services requested by the SFUSD in conformity with the IEP, pursuant to this Agreement only. SFUSD may use BHS to provide educationally related mental health services or may independently, or through a third party vendor of SFUSD, provide for educationally related mental health services. The provision of FAPE pursuant to this agreement may include school attendance as an IEP goal. In such cases, or in cases in which parent counseling is provided in the IEP, providing services in a student or family's home may be required to meet such goal. City certifies that this provision is applicable to the City and all subcontractors.

F. Funding and Reimbursement:

Prior to seeking reimbursement from SFUSD for educationally related mental health services to be provided pursuant to this Agreement, BHS shall identify other funding sources that may apply including the Children's Mental Health Services Act, Medi-Cal, Medicare, Early and Periodic Screening, Diagnosis, and Treatment ("EPSDT"), and/or any other State or federal funding source designated for children's mental health services, and, to the extent legally permissible, BHS shall first seek reimbursement from those funding sources. City certifies that this provision is applicable to the City and all subcontractors.

G. Statement of Funds Expended and Reconciliation:

On a quarterly basis during the term of this Service Agreement, BHS shall provide a statement identifying the funds expended on SFUSD students, the potential source of the funding as identified in Section II.F ("Funding and Reimbursement") of this Appendix A ("Obligations of the Parties") of this Agreement, the funding received and an estimate of the remaining funds available under the SFUSD's AB 100 allocation. A final accounting shall be completed and submitted to SFUSD by BHS when Medi-Cal approvals are finalized and the State has issued its Cost Report Reconciliation and Settlement to the BHS and in no event later than December 31, 2023. City certifies that this provision is applicable to the City and all subcontractors.

H. Coordination of Appointments and Transportation:

To the extent otherwise consistent with the requirements of this Agreement, the City, through its Behavioral Health Services division of its Department of Public Health ("BHS"), either directly by City employees and/or interns or by a subcontractor pursuant to Section 17 ("Subcontracting") of this Agreement, shall work collaboratively with the District's Special Education Services division and the District's Transportation Department to coordinate, organize and schedule

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student appointments for ERMHS services to be provided under this Agreement in a manner designed to minimize the number of separate trips in the District's transportation of students to and from such appointments.

BHS ERMHS coordinator will review enrolled students service and billing records, and clarify with contracted providers about changes in Medi-Cal insurance or ERMHS coverage on a monthly basis. If in person services are unable to be provided such as experienced during Shelter in Place orders, services will be implemented in line with Emergency Learning Plans in each student's IEP. City certifies that this provision is applicable to the City and all subcontractors.

IF CITY IS PROVIDING SERVICES THAT INVOLVE CONTACT WITH STUDENTS OR INTERACTION WITH STUDENTS, SERVICES MUST BE PERFORMED UNDER THE DIRECT SUPERVISION AND CONTROL OF A CERTIFICATED STAFF MEMBER. Please affirm by checking the box below:

Services will be performed under direct supervision and control of certificated staff

APPENDIX B

SCHEDULE OF FEES AND CHARGES

CALCULATION OF CHARGES

Total Cost of the Five-Year Agreement (Not to Exceed Amount) SIX MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$6,250,000).

Note: Fees and charges should be hourly rates for services, and flat rate fees are not permitted and will be rejected unless prior approval is obtained.

The Rate of Pay Will be (Check off and complete one option):

- City will work up to _____ days week / _____ hours per day for \$ _____ per day for up to _____ weeks
- City will work up to _____ hours / \$ _____ per hour
- City will work up to _____ classes. Each class will be _____ minutes/hours for \$ _____ class

If Agreement allows City to be reimbursed for expenses, please complete:

- ✓ City will be reimbursed for expenses not to exceed \$6,250,000 for five school years (for illustration purposes, the City will submit invoices of approximately \$1,000,000 per school year). **All expenses will be listed separately on submitted invoice(s). This is for travel, mileage, reimbursement of items purchased etc. receipts should be attached). Reimbursements must be reasonable and are subject to approval by District.**

SCHEDULE OF FEES AND CHARGES / CALCULATION OF CHARGES

The breakdown of charges shall be as follows for the services rendered pursuant to this Agreement:

I. Rates

A. School Based/Outpatient/Counseling Enriched Educational Program (CEEP)

- 1. Individual Counseling \$ 4.25 per minute
- 2. Counseling and Guidance \$ 4.25 per minute
- 3. Parent Counseling \$ 4.25 per minute
- 4. Agency Linkages (Case Management) \$ 3.54 per minute

SFUSD DPH ERMHS Service Rates

ERMHS Code ERMHS Service DPH Service Code DPH Service Value Interim Rate

- 510 Individual Counseling INDTPY Individual Psychotherapy Counseling \$4.25
- 510 Individual Counseling IREHAB INDIVIDUAL THERAPY - REHAB \$4.25
- 510 Individual Counseling NMIND Individual Therapy -Not Billable \$4.25
- 515 Counseling and Guidance GRPTY Group Psychotherapy Counseling \$4.25
- 515 Counseling and Guidance GREHAB MH Group Psychosocial REHAB \$3.54
- 520 Parent Counseling ICOLL Collateral Visit \$3.54
- 520 Parent Counseling 90847 Family Psychotherapy WITH Client Present \$4.25
- 520 Parent Counseling 90849 Multiple Family Group Psychotherapy \$4.25
- 520 Parent Counseling NMCOL COLLATERAL - NOT BILLABLE \$3.54
- 865 Agency Linkages ASMT1 MH Diagnosis Evaluation Assessment \$3.54
- 865 Agency Linkages H0032 Plan Development \$3.54
- 865 Agency Linkages GCOLL COLLATERAL - Group REHAB Svc \$3.54
- 865 Agency Linkages T1017 CASE MANAGEMENT BROKERAGE \$3.54
- 865 Agency Linkages IPT1017 Case Mgmt for Placement IP \$3.54
- 865 Agency Linkages NMCMB Case Mgmt - Not Billable \$3.54

Indirect Services

Final 2. SFUSD – Organization/Professional Services City Agreement: FY 2022-2023.v.3

SOAR Mode 45 Indirect Services is \$120 (\$2/min) per hour

For students receiving services through a Counseling Enriched Educational Program (CEEP), in order to ensure full delivery of services required to support the FAPE offer, BHS and SFUSD may collectively elect to use an Effective Daily Rate as a means to approve payment of services. This method of accounting for billed services allows for an averaged quarterly rate for a student, under the assumption that, at times, additional services (Individual Counseling, Counseling and Guidance, Parent Counseling, Agency Linkages) may be warranted in order to stabilize or continue to engage the student.

The averaged quarterly rate calculates the total billed services for the student while enrolled in a CEEP program and, based on days in attendance, determines a maximum daily allowance for billed services across the quarter. This adjusted daily rate balances service delivery across the quarter and creates a billing cap at an agreed upon level, per days the student is in attendance and enrolled in the CEEP program. All billed services are included in this rate. For FY/SY 2022-2023, the CEEP Effective Daily Rate shall be \$319 per day in attendance should SFUSD and BHS elect to use this method for rate approval.

B. Administrative or Judicial Litigation Support

1. Preparation for Mediation, Hearing, Trial or Other Proceeding \$120/hr
2. Attendance at Mediation, Hearing, Trial or Other Proceeding \$120/hr

1.) **Compensation**

- a. The City’s fee set forth in this Agreement shall be full compensation for all of City’s Services incurred in its performance of the services set forth in **Appendix “A” but is only a Not to Exceed Amount and not a guarantee of total payment, as payment is owed only for Services rendered.**
- b. All reimbursements for supplies, materials, travel and/or mileage shall not exceed the amount set forth in the Agreement, and shall be listed separately and are subject to approval of the District.
- c. The Fee shall be paid as indicated and the rate of pay shall not be changed for the term of the Agreement.

2.) **Method of Payment**

- a. City shall submit invoices in a format approved by the District
- b. Invoices must include the Purchase Order number, school site name, name of individual(s) performing duties, date(s) worked, hours worked. Flat rate compensation is not permitted and will be rejected unless approved by the procurement department.
- c. City shall submit invoices to the District via the District’s authorized representative. Upon receipt and approval of City’s invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.
- d. Invoice statements shall be submitted according to the schedule below, or as soon as feasible thereafter.

Invoice Period	Submission Date
July-September	November 16 th of the then current year.
October-December	February 15 th of the then current year.
January-March	May 17 th of the then current year.
April-June	September 15 th of the then current year.

APPENDIX C

LIST OF SUBCONTRACTORS

The following are City's subcontractors that will provide services under this Agreement consistent with Section 28:

1. A Better Way
2. Bayview Hunters Point Foundation
3. Center on Juvenile and Criminal Justice (CJCJ)
4. Community Youth Center (CYC)
5. Dignity Health McAuley Institute
6. Edgewood Center for Children and Families
7. Felton Institute/Family Service Agency
8. Huckleberry Youth Programs
9. Instituto Familiar De La Raza
10. Jewish Family & Children Services
11. Occupational Therapy Training Program (OTTP)
12. RAMS Inc
13. Safe and Sound
14. UCSF Child & Adolescent Services
15. Urban Services YMCA
16. Epiphany Center
17. Homeless Children's Network
18. Seneca Family of Agencies

The following are City Civil Service Clinics where the City may also provide services under this Agreement.

1. Chinatown Child Development Center
2. Foster Care Mental Health
3. Mission Family Center
4. OMI Family Center
5. South East Child and Family Therapy Center
6. Sunset Mental Health
7. DPH TAY ICM FSP



City and County of San Francisco
London N. Breed, Mayor

San Francisco Department of Public Health

Grant Colfax, MD
Director of Health

April 11, 2023

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of a retroactive agreement between the Department of Public Health and the San Francisco Unified School District for anticipated revenue to the City of \$1,000,000 or more. The agreement was delivered by the San Francisco Unified School District to the Department of Public Health on March 23, 2023.

This is a Behavioral Health Services contract. My understanding is that it will be referred to the new Homelessness and Behavioral Health Select Committee.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118. The following is a list of accompanying documents:

- SFUSD-ERMHS Proposed Resolution
- SFUSD Proposed Agreement

Should you have any questions, please contact Dr. Min Tan, Behavioral Health Services, Department of Public Health, (415) 206-7675, or by email at min.tan@sfdph.org

Thank you for your time and consideration.

Sincerely,

Kelly Hiramoto

Kelly Hiramoto Acting Supervisor
Office of Contracts Management and Compliance
DPH Business Office

cc: Dr. Grant Colfax, Director of Health
Greg Wagner, Chief Operating Officer
Michelle Ruggels, Director, DPH Business Office
Dr. Min Tan, Director, School-Based Mental Health Services Children Youth & Families, Behavioral Health Services

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

kellyhiramoto@SFDPH.org – office 415-255-3492 – fax 415 252-3088

1380 Howard Street, Room 419B, San Francisco, CA 94103

Member, Board of Supervisors
District 9



City and County of San Francisco

HILLARY RONEN

DATE: May 4, 2023

TO: Angela Calvillo
Clerk of the Board of Supervisors

FROM: Supervisor Hillary Ronen, Chair, Homelessness and Behavioral Health
Select Committee

RE: Homelessness and Behavioral Health Select Committee
COMMITTEE REPORT

A handwritten signature in cursive script, appearing to read "Hillary Ronen".

Pursuant to Board Rule 4.20, as Chair of Homelessness and Behavioral Health Committee, I have deemed the following matters of an urgent nature and request they be considered by the full Board on Tuesday, May 16, 2023, as Committee Reports:

1. **230406** Contract Amendment - Mount St. Joseph-St. Elizabeth - Behavioral Health Services - Not to Exceed \$20,541,061
2. **230433** Agreement - Retroactive - San Francisco Unified School District - Special Education Services - Anticipated Revenue to the City of \$1,000,000 or More

This matter will be heard in the Homelessness and Behavioral Health Select Committee at a Regular Meeting on Thursday, May 12, 2023, at 10:00 a.m.