

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

Second Amendment

THIS AMENDMENT (this “Amendment”) is made as of July 1, 2021, in San Francisco, California, by and between **Community Forward SF** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-36-2013 issued on October 10, 2013 and this modification is consistent therewith; and

WHEREAS, approval for the Agreement was obtained on June 19, 2017 from the Civil Service Commission under PSC number 48652-16/17 in the amount of \$233,200,000 for the period commencing June 1, 2017 and ending June 30, 2027; and

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

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2017 between Contractor and City.

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

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

2.1 Definitions. *The following is hereby added to the Agreement as a Definition in Article 1:*

1.10 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

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

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2017; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on (i) July 1, 2017 and expire on June 30, 2024, unless earlier terminated as otherwise provided herein.

2.3 Compensation. Section 3.3.1 Payment currently reads as follows:

3.3.1 Payment

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty Three Million One Hundred Eighty-Six Thousand Nine Hundred Twenty Dollars (\$23,186,920)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 Calculation of Charges

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made⁴ 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 **Forty Million Two Hundred Eighteen Thousand One Hundred Seventy-Seven Dollars (\$40,218,177)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.4 Getting Paid by the City for Goods and/or Services. The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.6 in its entirety.

3.3.6 Getting paid by the City for Goods and/or Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

2.5 Federal and/or State Funded Contracts. *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.7 in its entirety.*

3.3.7 Grant Funded Contracts.

(c) **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.

2.6 Payment Terms. Payment Due Date. The following is hereby added to Article 3.3.8 of the Agreement:

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

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

3.4 Audit and Inspection of Records.

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

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

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

3.4.3 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are

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

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

2.8 Contract Amendments; Budgeting Revisions. *The following is hereby added to Article 3.7 of the Agreement:*

3.7 Contract Amendments; Budgeting Revisions.

3.7.1 Formal Contract Amendment: Contractor shall not be entitled to an increase in the Compensation or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 11.5 (Modifications of this Agreement).

3.7.2 City Revisions to Program Budgets: The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Program Budget Revision.

3.7.3 City Program Scope Reduction. Given the local emergency, the pandemic, and the City's resulting budgetary position, and in order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction

2.9 Qualified Personnel: *The following is hereby added to Article 4 of the Agreement, replacing the previous 4.2 in its entirety:*

4.2. Qualified Personnel

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

4.2.2 Contractor Vaccination Policy.

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

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

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

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

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

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

2.10 Subcontracting. *The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.3 in its entirety.*

4.3 Subcontracting.

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

4.3.2 Contractor will not employ subcontractors.

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

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, transferred, or delegated by Contractor (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

2.12 Bonding Requirements. *The following is hereby deleted from Article 4 of the Agreement.*

4.7 Bonding Requirements. The Contractor is required to furnish a performance bond on the form in a form acceptable to the City, in a sum of not less than \$2,000,000 to guarantee the faithful performance of this contract. The bond must be approved as to sufficiency and qualifications of the surety by the Controller.

2.13 Insurance. *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.1 in its entirety.*

5.1 Insurance

5.1.1 Required Coverages. Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers’ Compensation Insurance, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- (d) Professional Liability Insurance, applicable to Contractor’s profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.
- (f) Reserved. (Technology Errors and Omissions Coverage).
- (g) Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.
- (h) Reserved. (Pollution Liability Insurance).

5.1.2 Additional Insured Endorsements

- (a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (c) Reserved. Pollution Auto Liability Insurance Additional Insured Endorsement

5.1.3 Waiver of Subrogation Endorsements

- (a) The Workers’ Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

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

(c) Reserved. (Pollution Liability Insurance Primary Insured Endorsement). policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: insurance-contractsrms410@sfdph.org .

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

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

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

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

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

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

5.2 Indemnification.

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

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

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

2.15 Withholding. *The following is hereby added to Article 7 of the Agreement.*

7.3 Withholding

Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

2.16 Termination and Default, *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.2 in its entirety:*

8.2 Termination for Default; Remedies.

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

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

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

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

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

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

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

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

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

2.17 Rights and Duties upon Termination or Expiration, *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.4.1 in its entirety:*

8.4 Rights and Duties upon Termination or Expiration.

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
		Appendix E	Business Associate Agreement

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

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

10.4 Consideration of Salary History.

Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

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

10.7 Minimum Compensation Ordinance.

If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

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

10.8 Health Care Accountability Ordinance.

Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

2.21 Limitations on Contributions *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.11 in its entirety:*

10.11 Limitations on Contributions

By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

2.22 Distribution of Beverages and Water *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.17 in its entirety:*

10.17 Distribution of Beverages and Water.

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

10.17.2 Packaged Water Prohibition. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

2.23 Notice to the Parties. *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.1 in its entirety:*

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 1380 Howard Street San Francisco, California 94103	FAX: (415) 252-3088 e-mail: David.Folmar@sfdph.org
And:	ELIZABETH DAVIS CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE (CDTA) 1380 HOWARD STREET, 5 TH FLOOR SAN FRANCISCO, CA 94103	FAX: (415) 252-3031 e-mail: ELIZABETH.DAVIS@SF DPH.ORG
To CONTRACTOR:	COMMUNITY FORWARD SF 1171 MISSION STREET SAN FRANCISCO, CA 94103	FAX: (415) 241-1176 e-mail: KARA.ZORDEL@communityforwardsf.org

2.24 Incorporation of Recitals. *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.3 in its entirety*

11.3 Incorporation of Recitals.

The matters recited above are hereby incorporated into and made part of this Agreement.

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

11.13 Order of Precedence.

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated January 7, 2014. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict

of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

2.26 Notification of Legal Requests. *The following is hereby added to Article 11 of the Agreement:*

11.14 Notification of Legal Requests.

Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

2.27 Certification Regarding Lobbying. *The following is hereby deleted from Article 12 of the Agreement:*

12.2 Certification Regarding Lobbying.

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

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

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

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

2.28 Ownership of City Data. *The following is hereby added to Article 13 of the Agreement, replacing the previous Section 13.4 in its entirety:*

13.4 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

2.29 Management of City Data and Confidential Information: *The following is hereby added to Article 13 of the Agreement:*

13.5 Management of City Data and Confidential Information.

13.5.1 Use of City Data and Confidential Information. Contractor agrees to hold City's Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Data outside the United States is subject to prior written authorization by the City. Access to City's Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.5.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

2.30 Protected Health Information: *The following is hereby added to Article 13 of the Agreement:*

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

2.31 Appendix A dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.

2.32 Appendix B dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.

2.33 Appendix F, Invoices, dated 07/01/21 (i.e. July 1, 2021) are hereby added to the Agreement for 2021-22.

2.34 Appendix G, Dispute Resolution, dated 07/01/18 (i.e. July 1, 2018) is hereby deleted and Appendix G, Dispute Resolution, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.

2.35 Appendix H, Grant Terms is hereby deleted from the Agreement.

2.36 Appendix I, Data Access Sharing Terms, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

Recommended by:

Grant Colfax
Director of Health
Department of Public Health

Approved as to Form:

David Chiu
City Attorney


By: _____
Louise Simpson
Deputy City Attorney

Approved:

Sailaja Kurella
Director, Office of Contract Administration, and
Purchaser

CONTRACTOR

Community Forward SF

DocuSigned by:
 3/22/2022 | 5:19 PM PDT

KARA ZORDEL
Chief Executive Director
1171 Mission Street
San Francisco, CA 94103

City Supplier ID:
0000022483

Appendix A
Scope of Services – DPH Behavioral Health Services

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

2. **Description of Services**

3. **Services Provided by Attorneys**

1. **Terms**

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

In the provision of SERVICES under BHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by BHS, as applicable, and shall keep itself duly informed of

such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached heret

Appendix A-1 Medical Respite Sobering Center;

Appendix A-2 Managed Alcohol Program Site 42; One Time Funding HVAC

Appendix A-3 COVID-19 Medical Respite Sobering Center Site 42

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.

6. Methodology:

Medical Respite has 75 respite beds to provide temporary housing with supportive services for medically frail homeless persons leaving the hospital or the emergency department. The Sobering Center provides safe temporary shelter and medical oversight for inebriated individuals who are typically homeless. Clients to both facilities are referred by hospitals, shelter referrals from the DPH Emergency Shelter Nursing Team, and SFHOT. SFDPH will provide clinical services for MRSC including medical personnel, social workers, and case managers.

- While 75 respite beds is our normal census, we can only offer between 50 and 55 beds during COVID due to safety concerns with distancing.
 - We have been closely following DPH guidelines and the Order Of The Health Officer Of The City And County Of San Francisco and putting in place protocols that allows our clients and staff to be in a safe environment. This includes and is not limited to conducting fewer group activities, offering rapid testing for our clients and staff onsite, ensuring proper protocols with outside visitors at the front desk, following through and keeping records of vaccination mandates, ensuring all guidelines are followed by onsite staff and participants (e.g., screening, distancing, isolation and quarantine).
- A. CFSF is not required to provide outreach, recruitment, promotion, and advertisement for MRSC. These services are provided to clients of MRSC through its partnership with DPH.
- B. At admission CFSF will provide all clients orientation to the facility, a clean and freshly laundered bed, instruction on the facility rules, and support as needed to become acclimated to the facility
- C. Service Delivery Model: CFSF will provide quality supportive services for the Medical Respite and Sobering Center clients including, but not limited to:
- a. Staffing for desks at 1171 and 1179 Mission St. by Medical Respite Workers 24 hours per day, 7 days per week. Staffing for the Sobering Center desk at 1185 Mission from 4pm to 8am 7 days per week.
 - b. Materials and assistance for immediate client health and hygiene related needs, seeking nursing support as needed.
 - c. Preparation and serving of nutritious meals including ordering food and supplies, facility food storage, cooking meals, serving meals, bussing tables, and cleaning & sanitizing dishware.
 - d. Assisting health care providers with client navigation and clinic flow.
 - e. Monitoring client belongings at their bedside.
 - f. Maintenance and cleaning of the facility.
 - g. Laundering of client linens and belongings weekly.
 - h. Transportation to and from appointments and other essential services from **8am-7pm Monday-Friday**.
 - i. Coordination with DPH concerning Life Safety Issues.

- j. Safety services contracted through St. Anthony's Foundation Security Services (SAF), 24 hours per day, 365 days per year.
 - i. At least one employee or independent contractor of SAF will be on site to provide security services.
 - ii. SAF shall monitor the sidewalk in front of the facility for activities that may pose a risk to staff and clients entering and exiting the facility. Outside of the facility, SAF shall report suspicious or criminal activities to law enforcement or other appropriate first responders as it deems appropriate in its sole discretion and provide such other support as SAF deems appropriate in its sole discretion.
 - iii. SAF shall monitor the interior of the facility at 1171, 1179, and 1185 Mission St. for disruptive behavior on the part of any CFSFs' client. This includes physical and verbal behavior that is potentially harmful to the environment, facility, or person of any CFSF client or employee. SAF shall intervene with de-escalation techniques with the goal of resolving all situations without harm to anyone in the facility. When possible, SAF shall intervene with intention to retain all CFSF clients safely within the program. If efforts toward that goal prove ineffective, in consultation with available CFSF and DPH staff members on site the SAF employee shall escort the client or clients who present harmful behavior out of the building. Physical contact with clients shall be avoided unless SAF employee deems it necessary to prevent immediate violence. In such case, the minimum physical intervention necessary shall be employed. Under no circumstances will physical intervention be employed as punishment for past behavior or deterrent to future behavior. Under no circumstances shall a client be detained physically for the purposes of surrendering the client to law enforcement. SAF will not enforce facility rules unrelated to the immediate safety of clients and staff and shall instead report any observed or suspected client rule violations to CFSF's management staff.
 - iv. Limitations. SAF will not physically respond to any violent behaviors or behaviors that could potentially be harmful or violent to its employee, independent contractor or affiliate by any person. Physical response shall include, without limitation, any physical contact with or the use of any restraints on any person. The Client Safety Services are not a replacement for law enforcement. Any suspicious or criminal activities should be reported to the law enforcement or other first responders by the Neighbor.

- D. At client discharge CFSF provides bedside assistance, packing of client belongings, support for behavioral health issues, security to oversee precipitous discharge, and transportation to discharge location approved by the DPH treatment team.

- E. See Appendix B Salaries and Benefits page

7. Objectives and Measurements:

A. Standardized Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance Objectives FY 21-22.

8. Continuous Quality Improvement:

The CFSF Medical Respite Continuous Quality Assurance and Improvement activities will be outlined as directed in the FY 21-22 Declaration of Compliance. The quality of the program is monitored by the CFSF Medical Respite Director of Client Services and CFSF's CEO with feed-back from DPH's medical staff.

1. Achievement of contract performance objectives and productivity:

CFSF Medical Respite Director of Client Services will ensure that CFSF supportive staff are trained, supervised, and evaluated to deliver services in a quality manner as measured by documents that outline plans and implementations of recruitment, training, supervision, scheduling, and routine performance appraisals. CFSF staff will be provided with development activities, training and supervision to improve skills with a customer service orientation tailored to serving this multiply diagnosed behavioral and medically ill target population.

Formal training will be followed by role playing and other activities to practice and integrate practical skills such as de-escalation. During FY 21/22 CFSF staff will receive a minimum of 6 hours of relevant training to improve staff's ability to employ strategies that improve client care and interactions. Training include Harm Reduction, CPR-First Aid, Management of Assaultive Behavior; De-escalation, Customer Service with a focus welcoming on first contact, Sexual Harassment, Professionalism, Ethics and Boundaries, Working with Difficult Clients, Anti-Abuse of Elders and Cultural Competency. Additional role-specific training (i.e. Safe and Defensive Driving and Food and Sanitation for the drivers and cooks respectively) will be provided.

Program Review Measurement: Food Service Staff training certificates will be posted in the kitchen. Verification of training will be provided by sign-in sheets including the date of training and/ or certificates of completion. Minutes at staff minutes will also verify training provided during staff meetings.

Quarterly safety meetings are held and there are annual TB screenings for all staff.

The CFSF MRSC program will continue to identify, prioritize relevant program policies and then finalize policies as needed throughout each Fiscal Year. All policies will be signed off by the CFSF CEO and the DPH Program Director/Nurse Manager. Staff will be trained in the implementation of established protocols. The program follows all applicable policies of

the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, DPH Privacy Policy, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis.

2. Services documentation:

- a. The Transportation schedule is posted in the lobby area of 1171 Mission and is updated daily. The quality of the Transportation service is measured by the following indicators recorded in transportation daily logs which are:
 - i. Number of total client transports.
 - ii. Number of missed transports including reasons.
 - iii. Pick up times will be no more than 60 minutes after the initial call whenever possible depending on weather and city traffic.
- b. The Quality of the Food service will be measured by the following indicators:
 - i. Ability to provide meals based on client medical/health needs.
 - ii. Attendance to nutritional guidelines.
 - iii. Client Satisfaction Survey with measurements of satisfaction with meals.
 - iv. Feedback on food from Community Meetings.
 - v. The Food Service will pass the annual DPH Food Safety Inspection.
- c. CFSF will maintain a clean, well ordered facility. Monthly logs with spot checks will be maintained listing client areas, staff performing rounds to check duties completed and cleanliness of areas and sign off the entire list by the Director of Client Services. Cleaning Schedules will be posted in client areas and will include a number to call if bathrooms or showers need attending. A schedule will be developed for deep cleaning (floor stripping and waxing).

3. Cultural competency of staff and services:

- a. The program establishes annual cultural competency goals specific to their supportive role of the Medical Respite program. Staff attend other cultural competency training offered by the City as appropriate.
- b. Satisfaction surveys specifically address experiences of cultural competency with staff and are administered quarterly.

4. Satisfaction with services:

- a. The Medical Respite support staff have a complaint procedure in place for clients. All clients are given Guest Input forms, which can be submitted anonymously or non-anonymously for follow-up. Guest Input forms and other complaints are referred to the CFSF Director of Client Services for review. Responses are collaborative with DPH on-site management. All complaints are

- investigated, and the resolution is documented. Staff also complete Incident Reports when needed; incident reports are reviewed collaboratively.
- b. The CFSF Director of Client Services or Operations Manager will attend monthly Community Meetings as another means of receiving client feedback. The CEO will review monthly minutes of Community Meetings to ensure problems are addressed.
 - c. Client satisfaction surveys are distributed quarterly, and are collected and reviewed by the DPH Director of Operations to assure transparency

5. Timely completion and use of outcome data:

- a. Monthly Medical Respite meetings with a focus on timely problem solving and follow through, as well as providing a vehicle for strengthening the collaborative relationship between CFSF and DPH. Meetings will be attended by CFSF Medical Respite VP and Director of Client Services, CFSF CEO, DPH Medical Respite Director/Nurse Manager, DPH Medical Respite Operations Director and other relevant staff as deemed appropriate. Minutes with follow-ups noted will be taken.

9. Capital Improvement

During FY 21/22 CFSF will repair and/or replace necessary heating and cooling units within the existing HVAC system and improve overall climate of 1171 & 1179 Mission St. facilities. Thereby, ensuring that during periods in which the external heat rises above 85 degrees Fahrenheit patients of the facility will not need to be evacuated. CFSF will address heat/gain abatement within this project by tinting necessary skylights and windows, painting the exterior of the facility and shading the courtyard.

10. Required Language: N/A

Community Forward SF
Medical Respite and Sobering Center

Appendix A-2
7/1/21-6/30/22

1. Identifiers:

Program Name: **Managed Alcohol Program Site #42**
Program Address: Site 42
San Francisco, CA 94103
Telephone/FAX: 415-241-1199/415-241-1176
Website Address: www.communityforwardsf.org

Contractor Address: 1171 Mission Street,
San Francisco, CA 94103
Executive Director/Program Director: Kara Zordel
Telephone: 415-(415) 241-1194
Email Address: kara.zordel@communityforwardsf.org

2. Nature of Document:

Original **Second Amendment** Revision to Program Budgets

3. Goal Statement:

The Managed Alcohol Program at Site #42 is a collaboration of SFDPH Community Oriented Primary Care (COPC), and Community Forward SF (CFSF) provides temporary coordinated health and social supportive services to stabilize, transition and improve the health status of adults experiencing homelessness and high users of urgent emergent healthcare services.

4. Target Population:

The program prioritizes residents of San Francisco with a focus on vulnerable individuals with alcohol use disorders who are experiencing homelessness.

5. Modality(s)/Intervention(s)

See Appendix B CRDC

6. Methodology:

Medical Alcohol Program at Site #42 has 20 beds to provide temporary housing with supportive services for vulnerable individuals with alcohol use disorders who are experiencing homelessness. Clients are referred by hospitals, shelter referrals from the DPH Emergency Shelter Nursing Team, and SFHOT. SFDPH will provide clinical services for MRSC including medical personnel, social workers, and case managers.

- A. CFSF is not required to provide outreach, recruitment, promotion, and advertisement for MRSC. These services are provided to clients of MRSC through its partnership with DPH.

- B. At admission CFSF will provide all clients orientation to the facility, a clean and freshly laundered bed, instruction on the facility rules, and support as needed to become acclimated to the facility

C. Service Delivery Model:

CFSF shall provide services and operations to ensure the health and safety of participants and the security, cleanliness, and maintenance of the Managed Alcohol Program at Site 42, following Department of Public Health (DPH) requirements and guidelines.

A. **Participant Support:** CFSF shall provide participant supports, including, but not limited to:

1. Participant intake, including completion of forms and acknowledgment of the Participant Agreement/Site Rules, room assignment, and orientation to the site;
2. Operations include entry and exits, mail, phone, and technology coordination;
3. Wellness checks and connections to care for anyone demonstrating symptoms of physical or behavioral health needs;
4. Health screening, including temperature checks following DPH requirements;
5. Coordination of supportive service providers (e.g., In-Home Supportive Services, behavioral health, harm reduction, nursing/medical, other wellness support, Problem Solving, Coordinated Entry assessment and housing navigation; and benefits linkage);
6. Referrals and linkages to Access Points, and eliminate barriers to connect participants to Access Points;
7. Care Coordination, including assisting participants who are not enrolled in public benefits to connect with the City's roving application assistance team/Assisting participants in obtaining and maintaining public benefits, including post-public benefits application support to complete the public benefits enrollment process;
8. Maintenance and distribution of operational and participant supplies;
9. Reasonable accommodations, transfers, and other supports; and
10. Exit planning, including, but not limited to communication and coordination with outside service providers to support in a participant's transition to a more permanent setting.
11. CFSF and DPH teams will be in close communication to coordinate the monthly purchase of alcohol for the MAP program.

B. Program Support: CFSF shall provide programmatic support, including, but not limited to:

1. Onboarding and orienting onsite staff (e.g., Grantee staff, subcontractors, other service providers) to program documents, policies, and procedures;
2. Hiring and supervision of onsite staff and any subcontractors; and
3. Data entry and reporting.

C. Building Operations: CFSF is in a City-leased Site and shall coordinate with the City and hotel/motel management staff to provide building operations services.

1. Maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to protect the health and safety of participants and staff (e.g., smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene).
2. Maintain and create Site logs, records of entry and exit, and manage key access for participants, partner agencies and onsite staff.
3. Laundry: provide laundry services for participants.
4. Janitorial/Facilities provide janitorial services that meet or exceed the DPH and CCC requirements and standards.
5. Furnishings and Participant Supplies: maintain and provide furnishings (e.g., towels/linens) and supplies (e.g., menstrual and oral hygiene products; soap) for participants.
6. Personal Protective Equipment (PPE): be responsible for monitoring PPE utilization and supply of PPE, and for placing restocking orders from the CCC.
7. Biohazard Cleaning: coordinate through the CCC with Janitorial(s) to ensure that sites receive deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on Site.
8. Meals: coordinate with the MRSC kitchen for the provision and distribution of three meals per day to participants. CFSF will be responsible for coordinating with the food vendor and maintaining meal quality/making sure meals are appropriate to guest needs.
9. Storage: provide space for secure and pest-free storage of participant belongings, as appropriate for the Site.

D. Service Requirements

A. Health Standards and Use of PPE:

1. To prevent the spread of COVID-19, Grantee shall ensure that all onsite Site team members (e.g., staff and subcontractors) view the City-produced online safety training.
2. Ensure that all onsite staff and participants use appropriate PPE at all times in accordance with the most up to date DPH requirements.
3. Ensure all DPH requirements and guidelines are followed by onsite staff and participants (e.g., screening, distancing, isolation and quarantine)

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

- a. Safety services contracted through St. Anthony's Foundation Security Services (SAF), 24 hours per day, 365 days per year.
 - i. At least one employee or independent contractor of SAF will be on site to provide security services.
 - ii. SAF shall monitor the sidewalk in front of the facility for activities that may pose a risk to staff and clients entering and exiting the facility. Outside of the facility, SAF shall report suspicious or criminal activities to law enforcement or other appropriate first responders as it deems appropriate in its sole discretion and provide such other support as SAF deems appropriate in its sole discretion.
 - iii. SAF shall monitor the interior of the facility at 1171, 1179, and 1185 Mission St. for disruptive behavior on the part of any CFSFs' client. This includes physical and verbal behavior that is potentially harmful to the environment, facility, or person of any CFSF client or employee. SAF shall intervene with de-escalation techniques with the goal of resolving all situations without harm to anyone in the facility. When possible, SAF shall intervene with intention to retain all CFSF clients safely within the program. If efforts toward that goal prove ineffective, in consultation with available CFSF and DPH staff members on site the SAF employee shall escort the client or clients who present harmful behavior out of the building. Physical contact with clients shall be avoided unless SAF employee deems it necessary to prevent immediate violence. In such case, the minimum physical intervention necessary shall be employed. Under no circumstances will physical intervention be employed as punishment for past behavior or deterrent to future behavior. Under no circumstances shall a client be detained physically for the purposes of surrendering the client to law enforcement. SAF will not enforce facility rules unrelated to the immediate safety of clients and staff and shall instead report any observed or suspected client rule violations to CFSF's management staff.

- iv. **Limitations.** SAF will not physically respond to any violent behaviors or behaviors that could potentially be harmful or violent to its employee, independent contractor or affiliate by any person. Physical response shall include, without limitation, any physical contact with or the use of any restraints on any person. The Client Safety Services are not a replacement for law enforcement. Any suspicious or criminal activities should be reported to the law enforcement or other first responders by the Neighbor.
- E. At client discharge CFSF provides bedside assistance, packing of client belongings, support for behavioral health issues, security to oversee precipitous discharge.
- F. See Appendix B Salaries and Benefits page

7. Objectives and Measurements:

- A. Standardized Objectives:** All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance Objectives FY 21-22.

8. Continuous Quality Improvement:

The CFSF Medical Respite Continuous Quality Assurance and Improvement activities will be outlined as directed in the FY 21-22 Declaration of Compliance. The quality of the program is monitored by the CFSF Medical Respite Director of Client Services and CFSF's CEO with feed-back from DPH's medical staff.

1. Achievement of contract performance objectives and productivity:

CFSF Medical Respite Director of Client Services will ensure that CFSF supportive staff are trained, supervised, and evaluated to deliver services in a quality manner as measured by documents that outline plans and implementations of recruitment, training, supervision, scheduling, and routine performance appraisals. CFSF staff will be provided with development activities, training and supervision to improve skills with a customer service orientation tailored to serving this multiply diagnosed behavioral and medically ill target population.

Formal training will be followed by role playing and other activities to practice and integrate practical skills such as de-escalation. During FY 21/22 CFSF staff will receive a minimum of 6 hours of relevant training to improve staff's ability to employ strategies that improve client care and interactions. Training include Harm Reduction, CPR-First Aid, Management of Assaultive Behavior; De-escalation, Customer Service with a focus welcoming on first contact, Sexual Harassment, Professionalism, Ethics and Boundaries, Working with Difficult Clients, Anti-Abuse of Elders and Cultural Competency. Additional role-specific

training (i.e. Safe and Defensive Driving and Food and Sanitation for the drivers and cooks respectively) will be provided.

Program Review Measurement: Food Service Staff training certificates will be posted in the kitchen. Verification of training will be provided by sign-in sheets including the date of training and/ or certificates of completion. Minutes at staff minutes will also verify training provided during staff meetings.

Quarterly safety meetings are held and there are annual TB screenings for all staff.

The CFSF MRSC program will continue to identify, prioritize relevant program policies and then finalize policies as needed throughout each Fiscal Year. All policies will be signed off by the CFSF CEO and the DPH Program Director/Nurse Manager. Staff will be trained in the implementation of established protocols. The program follows all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, DPH Privacy Policy, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis.

2. Services documentation:

- a. The Transportation schedule is posted in the lobby area of 1171 Mission and is updated daily. The quality of the Transportation service is measured by the following indicators recorded in transportation daily logs which are:
 - i. Number of total client transports.
 - ii. Number of missed transports including reasons.
 - iii. Pick up times will be no more than 60 minutes after the initial call whenever possible depending on weather and city traffic.
- b. The Quality of the Food service will be measured by the following indicators:
 - i. Ability to provide meals based on client medical/health needs.
 - ii. Attendance to nutritional guidelines.
 - iii. Client Satisfaction Survey with measurements of satisfaction with meals.
 - iv. Feedback on food from Community Meetings.
 - v. The Food Service will pass the annual DPH Food Safety Inspection.
- c. CFSF will maintain a clean, well ordered facility. Monthly logs with spot checks will be maintained listing client areas, staff performing rounds to check duties completed and cleanliness of areas and sign off the entire list by the Director of Client Services. Cleaning Schedules will be posted in client areas and will include a number to call if bathrooms or showers need attending. A schedule will be developed for deep cleaning (floor stripping and waxing).

3. Cultural competency of staff and services:

- a. The program establishes annual cultural competency goals specific to their supportive role of the Medical Respite program. Staff attend other cultural competency training offered by the City as appropriate.
- b. Satisfaction surveys specifically address experiences of cultural competency with staff and are administered quarterly.

4. Satisfaction with services:

- a. The Medical Respite support staff have a complaint procedure in place for clients. All clients are given Guest Input forms, which can be submitted anonymously or non-anonymously for follow-up. Guest Input forms and other complaints are referred to the CFSF Director of Client Services for review. Responses are collaborative with DPH on-site management. All complaints are investigated, and the resolution is documented. Staff also complete Incident Reports when needed; incident reports are reviewed collaboratively.
- b. The CFSF Director of Client Services or Operations Manager will attend monthly Community Meetings as another means of receiving client feedback. The CEO will review monthly minutes of Community Meetings to ensure problems are addressed.
- c. Client satisfaction surveys are distributed quarterly, and are collected and reviewed by the DPH Director of Operations to assure transparency

5. Timely completion and use of outcome data:

- a. Monthly Medical Respite meetings with a focus on timely problem solving and follow through, as well as providing a vehicle for strengthening the collaborative relationship between CFSF and DPH. Meetings will be attended by CFSF Medical Respite VP and Director of Client Services, CFSF CEO, DPH Medical Respite Director/Nurse Manager, DPH Medical Respite Operations Director and other relevant staff as deemed appropriate. Minutes with follow-ups noted will be taken.

9. Capital Improvement

During FY 21/22 CFSF will repair and/or replace necessary heating and cooling units within the existing HVAC system and improve overall climate of 1171 & 1179 Mission St. facilities. Thereby, ensuring that during periods in which the external heat rises above 85 degrees Fahrenheit patients of the facility will not need to be evacuated. CFSF will address heat/gain abatement within this project by tinting necessary skylights and windows, painting the exterior of the facility and shading the courtyard.

10. Required Language: N/A

Community Forward SF
Medical Respite and Sobering Center

Appendix A-2
7/1/21-6/30/22

Community Forward SF
Medical Respite and Sobering Center

Appendix A-3
7/1/21-6/30/22

1. Identifiers:

Program Name: COVID 19 Respite Sobering Center Site 42
Program Address: Site 42 (undisclosed)
San Francisco, CA 94103
Telephone/FAX: 415-241-1199/415-241-1176
Website Address: www.communityforwardsf.org

Contractor Address: 1171 Mission Street,
San Francisco, CA 94103
Executive Director/Program Director: Kara Zordel
Telephone: 415-(415) 241-1194
Email Address: kara.zordel@communityforwardsf.org

2. **Nature of Document:** Original **Second Amendment** Revision to Program Budgets

3. Goal Statement:

The Medical Respite and Sobering Center (MRS) is a collaboration of SF DPH Community Oriented Primary Care (COPC) and Community Forward SF (CFSF). Medical Respite provides services and operations at a Shelter in Place (SIP) Site 42 on a time-limited and as-needed basis in response to the COVID-19 public health situation. The goals of these services are to reduce the spread of the COVID-19 virus and address the needs of vulnerable populations.

4. Target Population:

The program prioritizes residents of San Francisco with a focus on vulnerable individuals experiencing homelessness placed in SIP Site(s) to reduce the risk that they will be infected with COVID-19. Vulnerable individuals will be identified by the process created by the City and County of San Francisco (City).

Modality(s)/Intervention(s)

See Appendix B CRDC

5. Methodology:

Medical Respite Shelter In Place Hotel (SIP) Site 42 has 35 units to provide temporary housing with supportive services for medically frail homeless persons identified to have medical necessity related to COVID 19 and who are leaving the hospital or the emergency department. The Sobering Center provides safe temporary shelter and medical oversight for inebriated individuals who are typically homeless. Clients to both facilities are referred by hospitals, shelter referrals from the DPH Emergency Shelter Nursing Team, and SFHOT. SFDPH will provide clinical services for MRSC, including medical personnel, social workers, and case managers.

- A. CFSF is not required to provide outreach, recruitment, promotion, and advertisement for MRSC. These services are provided to clients of MRSC through its partnership with DPH.
- B. At admission, CFSF will provide all clients orientation to the facility, a clean and freshly laundered bed, instruction on the facility rules, and support as needed to become acclimated to the facility.

C. Service Delivery Model:

In response to the COVID-19 public health situation, the City has opened temporary housing sites for the served population. CFSF shall provide services and operations to ensure the health and safety of participants and the security, cleanliness, and maintenance of Site 42, following Department of Public Health (DPH) requirements and guidelines.

A. Participant Support: CFSF shall provide participant supports, including, but not limited to:

1. Participant intake, including completion of forms and acknowledgment of the Participant Agreement/Site Rules, room assignment, and orientation to the site;
2. Operations include entry and exits, mail, phone, and technology coordination;
3. Wellness checks and connections to care for anyone demonstrating symptoms of physical or behavioral health needs;
4. Health screening, including temperature checks following DPH requirements;
5. Coordination of supportive service providers (e.g., In-Home Supportive Services, behavioral health, harm reduction, nursing/medical, other wellness support, Problem Solving, Coordinated Entry assessment and housing navigation; and benefits linkage);
6. Referrals and linkages to Access Points, and eliminate barriers to connect participants to Access Points;
7. Care Coordination, including assisting participants who are not enrolled in public benefits to connect with the City's roving application assistance team/Assisting participants in obtaining and maintaining public benefits, including post-public benefits application support to complete the public benefits enrollment process;
8. Maintenance and distribution of operational and participant supplies;
9. Reasonable accommodations, transfers, and other supports; and
10. Exit planning, including, but not limited to communication and coordination with outside

service providers to support in a participant's transition to a more permanent setting.

B. Program Support: CFSF shall provide programmatic support, including, but not limited to:

1. Onboarding and orienting onsite staff (e.g., Grantee staff, subcontractors, other service providers) to program documents, policies, and procedures;
2. Hiring and supervision of onsite staff and any subcontractors; and
3. Data entry and reporting.

C. Building Operations: CFSF is in a City-leased Site and shall coordinate with the City and hotel/motel management staff to provide building operations services.

1. Maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to protect the health and safety of participants and staff (e.g., smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene).
2. Maintain and create Site logs, records of entry and exit, and manage key access for participants, partner agencies and onsite staff.
3. Laundry: provide laundry services for participants.
4. Janitorial/Facilities provide janitorial services that meet or exceed the DPH and CCC requirements and standards.
5. Furnishings and Participant Supplies: maintain and provide furnishings (e.g., towels/linens) and supplies (e.g., menstrual and oral hygiene products; soap) for participants.
6. Personal Protective Equipment (PPE): be responsible for monitoring PPE utilization and supply of PPE, and for placing restocking orders from the CCC.
7. Biohazard Cleaning: coordinate through the CCC with Janitorial(s) to ensure that sites receive deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on Site.
8. Meals: coordinate with the MRSC kitchen for the provision and distribution of three meals per day to participants by providing a daily census to a City meal vendor, per City instructions.
9. Storage: provide space for secure and pest-free storage of participant belongings, as

appropriate for the Site.

D. Service Requirements

A. Health Standards and Use of PPE:

1. To prevent the spread of COVID-19, Grantee shall ensure that all onsite Site team members (e.g., staff and subcontractors) view the City-produced online safety training.
2. Ensure that all onsite staff and participants use appropriate PPE at all times in accordance with the most up to date DPH requirements.
3. Ensure all DPH requirements and guidelines are followed by onsite staff and participants (e.g., screening, distancing, isolation and quarantine)

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

- a. Safety services contracted through St. Anthony's Foundation Security Services (SAF), 24 hours per day, 365 days per year.
 - i. At least one employee or independent contractor of SAF will be on site to provide security services.
 - ii. SAF shall monitor the sidewalk in front of the facility for activities that may pose a risk to staff and clients entering and exiting the facility. Outside of the facility, SAF shall report suspicious or criminal activities to law enforcement or other appropriate first responders as it deems appropriate in its sole discretion and provide such other support as SAF deems appropriate in its sole discretion.
 - iii. SAF shall monitor the interior of the facility at ADDRESS NEEDED. for disruptive behavior on the part of any CFSF' client. This includes physical and verbal behavior that is potentially harmful to the environment, facility, or person of any CFSF client or employee. SAF shall intervene with de-escalation techniques with the goal of resolving all situations without harm to anyone in the facility. When possible, SAF shall intervene with intention to retain all CFSF clients safely within the program. If efforts toward that goal prove ineffective, in consultation with available CFSF and DPH staff members on site the SAF employee shall escort the client or clients who present harmful behavior out of the building. Physical contact with clients shall be avoided unless SAF employee deems it necessary to prevent immediate violence. In such case, the minimum physical intervention necessary shall be employed. Under no circumstances will physical intervention be employed as punishment for past behavior or deterrent to future behavior. Under no circumstances shall a client be detained physically for the purposes of surrendering the client to law enforcement. SAF will not enforce facility rules unrelated

to the immediate safety of clients and staff and shall instead report any observed or suspected client rule violations to CFSF management staff.

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

- E. At client discharge CFSF provides bedside assistance, packing of client belongings, support for behavioral health issues, security to oversee precipitous discharge, and transportation to discharge location approved by the DPH treatment team.

F. See Appendix B Salaries and Benefits page

6. Objectives and Measurements:

- A. Required Objectives:** All objectives, and descriptions of how objectives will be measured, are contained in the **FY 21-22 BHS AOA Performance Objectives** document.

7. Continuous Quality Improvement:

The CFSF'S Medical Respite Continuous Quality Assurance and Improvement activities will be outlined as directed in the FY 21-22 Declaration of Compliance. The quality of the program is monitored by the CFSF Medical Respite **Director of Clients** and CFSF'S CEO with feed-back from DPH's medical staff.

- 1. Achievement of contract performance objectives and productivity:

The Medical Respite Director of Client Services will ensure that CFSF supportive staff are trained, supervised, and evaluated to deliver services in a quality manner as measured by documents that outline plans and implementations of recruitment, training, supervision, scheduling, and routine performance appraisals. CFSF staff will be provided with development activities, training and supervision to improve skills with a customer service orientation tailored to serving this multiply diagnosed behavioral and medically ill target population. Formal trainings will be followed by role playing and other activities to practice and integrate practical skills such as de-escalation. During FY 21/22 CFSF staff will receive a minimum of 6 hours of relevant training to improve staff's ability to employ strategies that improve client care and interactions. Training include Harm Reduction, CPR-First Aid, Management of Assaultive Behavior; De-escalation, Customer Service with a focus welcoming on first contact, Sexual Harassment, Professionalism, Ethics and Boundaries, Working with Difficult Clients, Anti-Abuse of Elders and Cultural Competency. Additional role-specific training (i.e. Safe and Defensive Driving and Food and Sanitation for the drivers and cooks respectively) will be provided. Program Review Measurement: Food Service Staff training certificates will be posted in the kitchen. Verification of training will be provided by sign-in

sheets including the date of training and/ or certificates of completion. Minutes at staff minutes will also verify trainings provided during staff meetings.

Quarterly safety meetings are held and there are annual TB screenings for all staff.

The CFSF MRSC program will continue to identify, prioritize relevant program policies and then finalize policies as needed throughout each Fiscal Year. All policies will be signed off by the CFSF CEO and the DPH Program Director/Nurse Manager. Staff will be trained in the implementation of established protocols. The program follows all applicable policies of the Health Commission, local, state, federal and funding source policies, and requirements of Harm Reduction, DPH Privacy Policy, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction. These policies are reviewed on a regular basis.

2. Services documentation:

- a. The Transportation schedule is posted in the lobby area of the hotel and is updated daily. The quality of the Transportation service is measured by the following indicators recorded in transportation daily logs which are:
 - i. Number of total client transports.
 - ii. Number of missed transports including reasons.
 - iii. Pick up times will be no more than 60 minutes after the initial call whenever possible depending on weather and city traffic.
- b. The Quality of the Food service will be measured by the following indicators:
 - i. Ability to provide meals based on client medical/health needs.
 - ii. Attendance to nutritional guidelines.
 - iii. Client Satisfaction Survey with measurements of satisfaction with meals.
 - iv. Feedback on food from Community Meetings.
 - v. The Food Service will pass the annual DPH Food Safety Inspection.
- c. CFSF will maintain a clean, well ordered facility. Monthly logs with spot checks will be maintained listing client areas, staff performing rounds to check duties completed and cleanliness of areas and sign off the entire list by the Director of Client Services. Cleaning Schedules will be posted in client areas and will include a number to call if bathrooms or showers need attending. A schedule will be developed for deep cleaning (floor stripping and waxing).

2. Cultural competency of staff and services:

- a. The program establishes annual cultural competency goals specific to their supportive role of the Medical Respite program. Staff attend other cultural competency training offered by the City as appropriate.
- b. Satisfaction surveys specifically address experiences of cultural competency with staff and are administered quarterly.

3. Satisfaction with services:

- a. The Medical Respite support staff have a complaint procedure in place for clients. All clients are given Guest Input forms, which can be submitted anonymously or non-anonymously for follow-up. Guest Input forms and other complaints are referred to the CFSF Director of Client Services for review. Responses are collaborative with DPH on-site management. All complaints are investigated, and the resolution is documented. Staff also complete Incident Reports when needed; incident reports are reviewed collaboratively.
- b. The CFSF Director of Client Services or Operations Manager will attend monthly Community Meetings as another means of receiving client feedback. The CFSF CEO will review monthly minutes of Community Meetings to ensure problems are addressed.
- c. Client satisfaction surveys are distributed quarterly, and are collected and reviewed by the DPH Director of Operations to assure transparency

5. Timely completion and use of outcome data:

- a. Monthly Medical Respite meetings with a focus on timely problem solving and follow through, as well as providing a vehicle for strengthening the collaborative relationship between CFSF and DPH. Meetings will be attended by CFSF Medical Respite Director of Client Services, CFSF CEO, VP of Client Services, DPH Medical Respite Director/Nurse Manager, DPH Medical Respite Operations Director and other relevant staff as deemed appropriate. Minutes with follow-ups noted will be taken.

8. Capital Improvement

During FY 21/22 CFSF will repair and/or replace necessary heating and cooling units within the existing HVAC system and improve overall climate of 1171 & 1179 Mission St. facilities. Thereby, ensuring that during periods in which the external heat rises above 85 degrees Fahrenheit patients of the facility will not need to be evacuated. CFSF will address heat/gain abatement within this project by tinting necessary skylights and windows, painting the exterior of the facility and shading the courtyard.

9. Required Language: N/A

Appendix B Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3, COMPENSATION, of this Agreement.

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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

per cent (25%) of the General Fund and MHSA Fund of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. Program Budgets and Final Invoice

A. Program are listed below:

Budget Summary

Appendix B-1 Medical Respite Sobering Center; Managed Alcohol Program Site 42; One Time Funding HVAC

Appendix B-2 COVID 19 Medical Respite Sobering Center Site 42

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Forty Million Two Hundred Eighteen Thousand One Hundred Seventy-Seven Dollars (\$40,218,177) for the Contract Term of July 1, 2017 through June 30, 2024.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$2,397,333** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

July 1, 2017 to June 30, 2018	\$ 4,092,040
July 1, 2018 to June 30, 2019	\$ 3,644,714
July 1, 2019 to June 30, 2020	\$ 4,486,467
July 1, 2020 to June 30, 2021	\$ 5,143,949
July 1, 2021 to June 30, 2022	\$ 6,659,259
July 1, 2022 to June 30, 2023	\$ 6,816,140
July 1, 2023 to June 30, 2024	\$ 6,978,275
SubTotal July 1, 2017 to June 30, 2024	\$ 37,820,844
Contingency	\$2,397,333
TOTAL July 1, 2017 to June 30, 2024	\$ 40,218,177

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

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

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

B. CONTRACTOR further understands and agrees that any State or Federal Medi-Cal funding in this Agreement subject to authorized Federal Financial Participation (FFP) is an estimate, and actual amounts will be determined based on actual services and actual costs, subject to the total compensation amount shown in this Agreement."

5. Reports and Services

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

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

DHCS Legal Entity Number <u>01078</u>						Appendix B, Page 1	
Contractor Name <u>Community Forward SF</u>						Fiscal Year <u>2021-2022</u>	
Contract ID Number <u>1000006000</u>						Funding Notification Date <u>12/16/21</u>	
Appendix Number	B-1	B-1	B-1	B-2			
Provider Number	389124						
Program Name	Medical Respite & Sobering Center	Managed Alcohol Program Site #42	One-Time Funding" HVAC	COVID-19 Respite Sobering Center Site #42			
Program Code	N/A	N/A	N/A	N/A			
Funding Term	7/1/21-6/30/22	1/1/22-6/30/22	7/1/21-6/30/22	7/1/21-12/31/21			
FUNDING USES							TOTAL
Salaries	\$ 1,836,114	\$ 153,088	\$ -	\$ 268,035			\$ 2,257,237
Employee Benefits	\$ 550,834	\$ 45,926	\$ -	\$ 80,411			\$ 677,171
Subtotal Salaries & Employee Benefits	\$ 2,386,948	\$ 199,014	\$ -	\$ 348,446			\$ 2,934,408
Operating Expenses	\$ 1,966,131	\$ 279,421	\$ -	\$ 408,680			\$ 2,654,232
Capital Expenses			\$ 232,324				\$ 232,324
Subtotal Direct Expenses	\$ 4,353,079	\$ 478,435	\$ 232,324	\$ 757,126			\$ 5,820,964
Indirect Expenses	\$ 652,962	\$ 71,765	\$ -	\$ 113,569			\$ 838,296
Indirect %	15%	15%	0%	15%			15.0%
TOTAL FUNDING USES	\$ 5,006,040	\$ 550,201	\$ 232,324	\$ 870,694	\$ -	\$ -	\$ 6,659,259
						Employee Benefits Rate	30.00%
BHS MENTAL HEALTH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BHS SUD FUNDING SOURCES							
County General Fund	\$ 5,006,040	\$ -	\$ 232,324				\$ 5,238,364
County Prop C Homeless Services		\$ 550,201					\$ 550,201
General Fund Continuity Project				\$ 870,694			\$ 870,694
TOTAL BHS SUD FUNDING SOURCES	\$ 5,006,040	\$ 550,201	\$ 232,324	\$ 870,694	\$ -	\$ -	\$ 6,659,259
OTHER DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 5,006,040	\$ 550,201	\$ 232,324	\$ 870,694	\$ -	\$ -	\$ 6,659,259
NON-DPH FUNDING SOURCES							
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 5,006,040	\$ 550,201	\$ 232,324	\$ 870,694	\$ -	\$ -	\$ 6,659,259
Prepared By	Nora Espinoza			Phone Number	415-241-1195		

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

DHCS Legal Entity Number <u>01078</u>				Appendix Number <u>B-1</u>		
Provider Name <u>Community Forward SF</u>				Page Number <u>2</u>		
Provider Number <u>389124</u>				Fiscal Year <u>2021-2022</u>		
				Funding Notification Date <u>12/16/21</u>		
	Program Name	Medical Respite & Sobering Center	Managed Alcohol Program Site #42	Medical Respite & Sobering Center		
	Program Code	N/A	N/A	N/A		
	Mode/SFC (MH) or Modality (SUD)	SecPrev-19		SecPrev-19		
	Service Description	SA-Sec Prev Outreach		One-Time Funding" HVAC		
	Funding Term	7/1/21-6/30/22	1/1/22-6/30/22	7/1/21-6/30/22		
FUNDING USES						TOTAL
	Salaries & Employee Benefits	2,386,948	199,014			2,585,963
	Operating Expenses	1,966,131	279,421			2,245,552
	Capital Expenses	-		232,324		232,324
	Subtotal Direct Expenses	4,353,079	478,435	232,324	-	5,063,839
	Indirect Expenses	652,962	71,765			724,727
	TOTAL FUNDING USES	5,006,042	550,201	232,324	-	5,788,566
BHS MENTAL HEALTH FUNDING SOURCES						
						-
						-
	TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-	-
BHS SUD FUNDING SOURCES						
	Dept-Auth-Proj-Activity					
	County General Fund	210705-10000-10001997-0002	5,006,040		232,324	5,238,364
	County Prop C Homeless Services	210705-21531-10037398-0008		550,201		550,201
						-
						-
	TOTAL BHS SUD FUNDING SOURCES	5,006,040	550,201	232,324	-	5,788,565
OTHER DPH FUNDING SOURCES						
						-
						-
	TOTAL OTHER DPH FUNDING SOURCES	-	-	-	-	-
	TOTAL DPH FUNDING SOURCES	5,006,040	550,201	232,324	-	5,788,565
NON-DPH FUNDING SOURCES						
						-
						-
	TOTAL NON-DPH FUNDING SOURCES	-	-	-	-	-
	TOTAL FUNDING SOURCES (DPH AND NON-DPH)	5,006,040	550,201	232,324	-	5,788,565
BHS UNITS OF SERVICE AND UNIT COST						
	Number of Beds Purchased					
	SUD Only - Number of Outpatient Group Counseling Sessions					
	SUD Only - Licensed Capacity for Narcotic Treatment Programs					
	Payment Method	Cost Reimbursement	Cost Reimbursement			
	DPH Units of Service	31,755				
	Unit Type	Hours	Hours	0	0	0
	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 142.30	\$ -	\$ -	\$ -	
	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 142.30	\$ -	\$ -	\$ -	
	Published Rate (Medi-Cal Providers Only)					
	Unduplicated Clients (UDC)	1,287				Total UDC 1,287

Appendix B - DPH 4: Operating Expenses Detail

Program Name Medical Respite & Sobering Center
 Program Code N/A

Appendix Number B-1
 Page Number 4
 Fiscal Year 2021-2022
 Funding Notification Date 12/16/21

Expense Categories & Line Items	TOTAL	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity				
		210705-10000-10001997-0002	210705-21531-10037398-0008				
Funding Term	7/1/21-6/30/21	7/1/21-6/30/21	1/1/22 - 6/30/22				
Rent	\$ 884,196	\$ 884,196					
Utilities (telephone, electricity, water, gas)	\$ 105,000	\$ 105,000					
Building Repair/Maintenance	\$ 65,000	\$ 65,000					
Occupancy Total:	\$ 1,054,196	\$ 1,054,196	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 4,500	\$ 4,500					
Photocopying	\$ -						
Program Supplies	\$ -						
Computer Hardware/Software	\$ -						
Materials & Supplies Total:	\$ 4,500	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 5,000	\$ 4,000	\$ 1,000				
Insurance	\$ -						
Laundry	\$ 9,240	\$ -	\$ 9,240				
Permits	\$ -						
Equipment Lease & Maintenance	\$ 6,000	\$ 6,000					
General Operating Total:	\$ 20,240	\$ 10,000	\$ 10,240	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 1,500	\$ 1,500					
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -
St. Anthony's Security Services Rate: \$40 x 24 hrs x 365 days = \$350,400 (7/1/21-6/30/21) plus \$40 x 24 days x 181 days = 173,760 (1/1/22-6/30/22)	\$ 524,160	\$ 350,400	\$ 173,760				
Janitorial Services	\$ 267,040	\$ 240,000	\$ 27,040				
	\$ -						
Consultant/Subcontractor Total:	\$ 791,200	\$ 590,400	\$ 200,800	\$ -	\$ -	\$ -	\$ -
Parking, Fuel & Maintenance (Vans)	\$ 8,000	\$ 8,000					
Vans (new) - Maintenance/Storage/Parking	\$ 10,585	\$ 10,585					
Client Related costs	\$ 75,150	\$ 45,150	\$ 30,000				
Food & Food Preparation	\$ 208,381	\$ 170,000	\$ 38,381				
Set up Costs:							
ADA Compliant Van	\$ 70,000	\$ 70,000					
Communication: Radios/GPS trackers	\$ 1,800	\$ 1,800					
Other Total:	\$ 373,916	\$ 305,535	\$ 68,381	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 2,245,552	\$ 1,966,131	\$ 279,421	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 5: Capital Expenses Detail

Program Name Medicial Respite
 Program Code N/A

Appendix Number B-1
 Page Number 5
 Fiscal Year 2021-2022
 Funding Notification Date: 12/16/21

1. Equipment

Item Description	Quantity	Serial #/VIN #	Dept-Auth-Proj-Activity	Unit Cost	Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Equipment Cost					\$ -

2. Remodeling

Description	Total Cost
HVAC Repair	\$ 232,324
Total Remodeling Cost	
	\$ 232,324

Total Capital Expenditure **\$ 232,324**
 (Equipment plus Remodeling Cost)

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

DHCS Legal Entity Number <u>01078</u>		Appendix Number <u>B-2</u>				
Provider Name <u>Community Forward SF</u>		Page Number <u>6</u>				
Provider Number <u>389124</u>		Fiscal Year <u>2021-2022</u>				
		Funding Notification Date <u>12/16/21</u>				
Program Name	COVID-19 Respite Sobering Center Site #42					
Program Code	N/A					
Mode/SFC (MH) or Modality (SUD)	SecPrev-19					
Service Description	Population Health Admi					
Funding Term	7/1/21-12/31/21					
FUNDING USES						TOTAL
Salaries & Employee Benefits	348,446					348,446
Operating Expenses	408,680					408,680
Capital Expenses	-					-
Subtotal Direct Expenses	757,126			-	-	757,126
Indirect Expenses	113,569					113,569
TOTAL FUNDING USES	870,694			-	-	870,694
BHS MENTAL HEALTH FUNDING SOURCES						
						-
						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES				-	-	-
BHS SUD FUNDING SOURCES						
	Dept-Auth-Proj-Activity					
General Fund Continuity Project	152644-21481-10036571-0010	870,694				870,694
						-
						-
TOTAL BHS SUD FUNDING SOURCES		870,694		-	-	870,694
OTHER DPH FUNDING SOURCES						
						-
						-
TOTAL OTHER DPH FUNDING SOURCES		-		-	-	-
TOTAL DPH FUNDING SOURCES		870,694		-	-	870,694
NON-DPH FUNDING SOURCES						
						-
						-
TOTAL NON-DPH FUNDING SOURCES		-		-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		870,694		-	-	870,694
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased						
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method	Cost Reimbursement					
DPH Units of Service	23,725					
Unit Type	Hours	0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 190.46	\$ -	\$ -	\$ -	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 190.46	\$ -	\$ -	\$ -	\$ -	
Published Rate (Medi-Cal Providers Only)						Total UDC
Unduplicated Clients (UDC)	65					65

CHECK: FUNDING USES = FUNDING SOURCES (Should always be ZERO) 24,243 0 0 0 0 24,243
FORMULA: DPH UNITS 190.46 - - - -

(0)

(0)

Appendix F
Invoice

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

Appendix F
PAGE A

Contract ID#
1000006000

Contractor: Community Forward San Francisco (Formerly CATS)

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939

COVID-19

INVOICE NUMBER: COV1JL21

Template Version: Amend2

Ct. PO No.: POHM SFGOV-0000546266 User Cd

Fund Source: General Fund Continuity Project

Invoice Period: July 2021

Final Invoice: (Check if Yes)

Funding Term: 07/01/2021 - 12/31/2021

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 COVID-19 Respite Sobering Center Site #42 152644-21481-10036571-0010												
SecPrev-19 Population Health Admi	23,725	65			-	-	0%	0%	23,725	65	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 268,035.00	\$ -	\$ -	0.00%	\$ 268,035.00
Fringe Benefits	\$ 80,410.00	\$ -	\$ -	0.00%	\$ 80,410.00
Total Personnel Expenses	\$ 348,445.00	\$ -	\$ -	0.00%	\$ 348,445.00
Operating Expenses:					
Occupancy	\$ 420.00	\$ -	\$ -	0.00%	\$ 420.00
Materials and Supplies	\$ 407.00	\$ -	\$ -	0.00%	\$ 407.00
General Operating	\$ 22,750.00	\$ -	\$ -	0.00%	\$ 22,750.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 278,040.00	\$ -	\$ -	0.00%	\$ 278,040.00
Other: Client Related costs	\$ 11,250.00	\$ -	\$ -	0.00%	\$ 11,250.00
Food & Food Preparation	\$ 95,813.00	\$ -	\$ -	0.00%	\$ 95,813.00
Total Operating Expenses	\$ 408,680.00	\$ -	\$ -	0.00%	\$ 408,680.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 757,125.00	\$ -	\$ -	0.00%	\$ 757,125.00
Indirect Expenses	\$ 113,569.00	\$ -	\$ -	0.00%	\$ 113,569.00
TOTAL EXPENSES	\$ 870,694.00	\$ -	\$ -	0.00%	\$ 870,694.00
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

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

_____ Date

Authorized Signatory

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

Appendix F
PAGE A

Contract ID#

1000006000

Contractor: Community Forward San Francisco (Formerly CATS)

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939

BHS

INVOICE NUMBER:

HN1JL21

Template Version

Amend2

User Cd

Ct. PO No.: POHM

SFGOV-0000546266

Fund Source:

County General Fund

Invoice Period:

July 2021

Final Invoice:

(Check if Yes)

Funding Term: 07/01/2021 - 06/30/2022

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-1 Medical Respite & Sobering Center 210705-10000-10001997-0002												
SecPrev-19 SA-Sec Prev Outreach	31,755	1,287			-	-	0%	0%	31,755	1,287	100%	100%
SecPrev-19 One-Time Funding HVAC	-	-			-	-			-	-		

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 1,836,114.00	\$ -	\$ -	0.00%	\$ 1,836,114.00
Fringe Benefits	\$ 550,834.00	\$ -	\$ -	0.00%	\$ 550,834.00
Total Personnel Expenses	\$ 2,386,948.00	\$ -	\$ -	0.00%	\$ 2,386,948.00
Operating Expenses:					
Occupancy	\$ 1,054,196.00	\$ -	\$ -	0.00%	\$ 1,054,196.00
Materials and Supplies	\$ 4,500.00	\$ -	\$ -	0.00%	\$ 4,500.00
General Operating	\$ 10,000.00	\$ -	\$ -	0.00%	\$ 10,000.00
Staff Travel	\$ 1,500.00	\$ -	\$ -	0.00%	\$ 1,500.00
Consultant/Subcontractor	\$ 590,400.00	\$ -	\$ -	0.00%	\$ 590,400.00
Other: Parking, Fuel & Maintenance - Vans	\$ 8,000.00	\$ -	\$ -	0.00%	\$ 8,000.00
Vans (new) - Maintenance/Storage/Parking	\$ 10,585.00	\$ -	\$ -	0.00%	\$ 10,585.00
Client Related costs	\$ 45,150.00	\$ -	\$ -	0.00%	\$ 45,150.00
Food & Food Preparation	\$ 170,000.00	\$ -	\$ -	0.00%	\$ 170,000.00
Set up Costs: ADA Compliant Van	\$ 70,000.00	\$ -	\$ -	0.00%	\$ 70,000.00
Set up Costs: Communication: Radios/GPS trackers	\$ 1,800.00	\$ -	\$ -	0.00%	\$ 1,800.00
Total Operating Expenses	\$ 1,966,131.00	\$ -	\$ -	0.00%	\$ 1,966,131.00
Capital Expenditures	\$ 232,324.00	\$ -	\$ -	0.00%	\$ 232,324.00
TOTAL DIRECT EXPENSES	\$ 4,585,403.00	\$ -	\$ -	0.00%	\$ 4,585,403.00
Indirect Expenses	\$ 652,962.00	\$ -	\$ -	0.00%	\$ 652,962.00
TOTAL EXPENSES	\$ 5,238,365.00	\$ -	\$ -	0.00%	\$ 5,238,365.00
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

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE B

Contract ID#
1000006000

Invoice Number
HN1JL21
User Cd

CT PO No. _____

Contractor: Community Forward San Francisco (Formerly CATS)

Tel. No.:

DETAIL PERSONNEL EXPENDITURES

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Chief Operating Officer (COO)	0.37	\$ 51,800.00	\$ -	\$ -	0.00%	\$ 51,800.00
VP Client Services	0.37	\$ 42,550.00	\$ -	\$ -	0.00%	\$ 42,550.00
VP of Facilities	0.55	\$ 63,250.00	\$ -	\$ -	0.00%	\$ 63,250.00
Director of Client Services	0.80	\$ 79,050.00	\$ -	\$ -	0.00%	\$ 79,050.00
Operations Manager	1.00	\$ 65,880.00	\$ -	\$ -	0.00%	\$ 65,880.00
Shift Supervisors	2.00	\$ 116,480.00	\$ -	\$ -	0.00%	\$ 116,480.00
Medical Respite Worker	23.00	\$ 936,000.00	\$ -	\$ -	0.00%	\$ 936,000.00
Medical Respite Worker - On Call	0.70	\$ 29,120.00	\$ -	\$ -	0.00%	\$ 29,120.00
Cook Supervisor	1.00	\$ 58,240.00	\$ -	\$ -	0.00%	\$ 58,240.00
Cook	2.00	\$ 87,360.00	\$ -	\$ -	0.00%	\$ 87,360.00
Transportation Supervisor	1.00	\$ 58,240.00	\$ -	\$ -	0.00%	\$ 58,240.00
Driver(s) - M. Respite	3.00	\$ 138,060.00	\$ -	\$ -	0.00%	\$ 138,060.00
Maintenance Technician	1.00	\$ 41,600.00	\$ -	\$ -	0.00%	\$ 41,600.00
Dispatcher	0.40	\$ 9,984.00	\$ -	\$ -	0.00%	\$ 9,984.00
Driver(s)	2.50	\$ 58,500.00	\$ -	\$ -	0.00%	\$ 58,500.00
TOTAL SALARIES	39.69	\$ 1,836,114.00	\$ -	\$ -	0.00%	\$ 1,836,114.00

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

Contract ID#
1000006000

Contractor: Community Forward San Francisco (Formerly CATS)

Address: 1171 Mission Street, San Francisco, CA 94103

Tel. No.: (415) 241-1199

Fax No.: (415) 553-3939



INVOICE NUMBER: HN3JA22

Template Version: Amend2

Ct. PO No.: POHM SFGOV-0000546266

Fund Source: County Prop C Homeless Services

Invoice Period: January 2022

Final Invoice: (Check if Yes)

Funding Term: 01/01/2022 - 06/30/2022

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-1 Managed Alcohol Program Site #42 210705-21531-10037398-0008												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 153,088.00	\$ -	\$ -	0.00%	\$ 153,088.00
Fringe Benefits	\$ 45,926.00	\$ -	\$ -	0.00%	\$ 45,926.00
Total Personnel Expenses	\$ 199,014.00	\$ -	\$ -	0.00%	\$ 199,014.00
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ 10,240.00	\$ -	\$ -	0.00%	\$ 10,240.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 200,800.00	\$ -	\$ -	0.00%	\$ 200,800.00
Other: Client Related costs	\$ 30,000.00	\$ -	\$ -	0.00%	\$ 30,000.00
Food & Food Preparation	\$ 38,381.00	\$ -	\$ -	0.00%	\$ 38,381.00
Total Operating Expenses	\$ 279,421.00	\$ -	\$ -	0.00%	\$ 279,421.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 478,435.00	\$ -	\$ -	0.00%	\$ 478,435.00
Indirect Expenses	\$ 71,765.00	\$ -	\$ -	0.00%	\$ 71,765.00
TOTAL EXPENSES	\$ 550,200.00	\$ -	\$ -	0.00%	\$ 550,200.00
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

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/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/npcontractingtf_index.asp?id=1270.

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

Data Access and Sharing Terms

Article 1 Access

5.2 Revision to Scope of Access (RSA):

Any added access may be granted by the City to Agency and each Agency Data User through a Revision to Scope of Access in writing and executed by both parties. Any Revision to Scope of Access shall be considered a part of and incorporated into this Agreement, governed by all its terms, by reference.

5.3 Primary and Alternate Agency Site Administrator.

Before System(s) access is granted, Agency must appoint a primary and alternate Agency Site Administrator responsible for System(s) access tasks, including but not limited to the following:

1. Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;
2. Communicating with the SFDPH IT Service Desk;
3. Providing Agency Data User(s) details to the City;
4. Ensuring that Agency Data User(s) complete required SFDPH trainings annually;
5. Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and
6. Provisioning and deprovisioning Agency Data Users as detailed herein.

To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, dph.helpdesk@sfdph.org.

5.4 SFDPH IT Service Desk.

For new provisioning requests, only Agency Site Administrators are authorized to contact the SFDPH IT Service Desk. The City reserves the right to decline any call placed by other than the Agency Site Administrator. Individual Agency Data Users are not authorized to contact the SFDPH IT Service Desk.

5.5 Deprovisioning Schedule.

Agency, through the Agency Site Administrator, has sole responsibility to deprovision Agency Data Users from the System(s) as appropriate on an ongoing basis. Agency must immediately deprovision an Agency Data User upon any event ending that Data User's need to access the System(s), including job duty change and/or termination. Agency remains liable for the conduct of Agency Data Users until deprovisioned. When deprovisioning employees via the SFDPH IT Service Desk, Agency must maintain evidence that the SFDPH IT Service Desk was notified.

5.6 Active Directory.

Agency Data Users will need an SFDPH Active Directory account in order to access each System(s). These Active Directory Accounts will be created as part of the provisioning process.

5.7 Role Based Access.

Each Agency Data User's access to the System(s) will be role-based and access is limited to that necessary for treatment, payment, and health care operations. The City will assign Agency Data User roles upon provisioning and reserves the right to deny, revoke, limit, or modify Agency Data User's access acting in its sole discretion.

5.8 Training Requirements.

Before System(s) access is granted, and annually thereafter, each Agency Data User must complete SFDPH compliance, privacy, and security training. Agency must maintain written records evidencing such annual training for each Agency Data User and provide copies upon request to the City. For questions about how to complete SFDPH's compliance, privacy, and security training, contact Compliance.Privacy@sfdph.org, (855) 729-6040.

Before Agency Data User first access to System(s), system-specific training must be completed. For training information, Agency Site Administrator may contact the SFDPH IT Service Desk,

5.9 Agency Data User Confidentiality Agreement.

Before System(s) access is granted, as part of SFDPH's compliance, privacy, and security training, each Agency Data User must complete SFDPH's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

5.10 Corrective Action.

Agency shall take corrective action, including but not limited to termination and/or suspension of any System(s) access by any Agency Data User who acts in violation of this Agreement and/or applicable regulatory requirements.

5.11 User ID and Password.

Each Agency Data User will be assigned or create a User ID and password. Agency and each Agency Data User shall protect the confidentiality of User IDs and passwords and shall not divulge them to any other person(s). Agency is responsible for the security of the User IDs and passwords issued to or created by Agency Data Users and is liable for any misuse.

5.12 Notification of Compromised Password.

In the event that a password assigned to or created by an Agency Data User is compromised or disclosed to a person other than the Agency Data User, Agency shall upon learning of the compromised password immediately notify the City, at Compliance.Privacy@sfdph.org, (855) 729-6040. Agency is liable for any such misuse. Agency's failure to monitor each Agency Data User's ID and/or password use shall provide grounds for the City to terminate and/or limit Agency's System(s) access.

5.13 Multi Factor Authentication.

Agency and each Agency Data User must use multi-factor authentication as directed by the City to access the System(s).

5.14 Qualified Personnel.

Agency shall allow only qualified personnel under Agency's direct supervision to act as Agency Data Users with access to the System(s).

5.15 Workstation/Laptop encryption.

All workstations and laptops that process and/or store City Data must be encrypted using a current industry standard algorithm. The encryption solution must be full disk unless approved by the SFDPH Information Security Office.

5.16 Server Security.

Servers containing unencrypted City Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

5.17 Removable media devices.

All electronic files that contain City Data must be encrypted using a current industry standard algorithm when stored on any removable media or portable device (i.e. USB thumb drives, CD/DVD, smart devices tapes etc.).

5.18 Antivirus software.

All workstations, laptops and other systems that process and/or store City Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

5.19 Patch Management.

All workstations, laptops and other systems that process and/or store City Data must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

5.20 System Timeout.

The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

5.21 Warning Banners.

All systems containing City Data must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

5.22 Transmission encryption.

All data transmissions of City Data outside the Agency's secure internal network must be encrypted using a current industry standard algorithm. Encryption can be end to end at the network level, or the data files containing City Data can be encrypted. This requirement pertains to any type of City Data in motion such as website access, file transfer, and e-mail.

5.23 No Faxing/Mailing.

City Data may not be faxed or mailed.

5.24 Intrusion Detection.

All systems involved in accessing, holding, transporting, and protecting City Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

of the City.

5.25 Security of PHI.

Agency is solely responsible for maintaining data security policies and procedures, consistent with those of the City that will adequately safeguard the City Data and the System. Upon request, Agency will provide such security policies and procedures to the City. The City may examine annually, or in response to a security or privacy incident, Agency's facilities, computers, privacy and security policies and procedures and related records as may be necessary to be assured that Agency is in compliance with the terms of this Agreement, and as applicable HIPAA, the HITECH Act, and other federal and state privacy and security laws and regulations. Such examination will occur at a mutually acceptable time agreed upon by the parties but no later than ten (10) business days of Agency's receipt of the request.

5.26 Data Security and City Data

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. For information disclosed in electronic form, Agency agrees that appropriate

safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

5.27 Data Privacy and Information Security Program.

Without limiting Agency's obligation of confidentiality as further described herein, Agency shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Agency's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Agency's data privacy and information security program be less stringent than the safeguards and standards recommended by the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Health Information Technology for Economic and Clinical Health Act (HITECH).

5.28 Disaster Recovery.

Agency must establish a documented plan to protect the security of electronic City Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

5.29 Supervision of Data.

City Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an Agency Data User authorized to access the information. City Data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

5.30 As Is Access.

The City provides Agency and each Agency Data User with System(s) access on an "as is" basis with no guarantee as to uptime, accessibility, or usefulness. To the fullest extent permissible by applicable law, the City disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

5.31 No Technical or Administrative Support.

Except as provided herein, the City will provide no technical or administrative support to Agency or Agency Data Users for System(s) access.

5.32 City Audit of Agency and Agency Data Users.

The City acting in its sole discretion may audit Agency and Agency Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such Agency's and/or Agency Data User's access to the System(s) permanently or until the City determines that all irregularities have been satisfactorily cured. Agency and each Agency Data User understands that the City may create and review an audit trail for each Agency Data User, including but not limited to, noting each Agency Data User's ID(s), the patient information accessed, and/or the date accessed. Agency and each Agency Data User understands that any inappropriate access or use of patient information, as determined by the City, may result in the temporary and/or permanent termination of Agency's or such Agency Data User's access to the System(s). Agency remains liable for all inappropriate System(s) access, misuse and/or breach of patient information, whether in electronic or hard-copy form.

5.33 Minimum Necessary.

Agency and each Agency Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Agency and each Agency Data User shall access patient

information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

5.34 No Re-Disclosure or Reporting.

Agency may not in any way re-disclose SFDPH Data or otherwise prepare reports, summaries, or any other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval and where such re-disclosure is otherwise permitted or required by law.

5.35 Health Information Exchange.

If Agency is qualified to enroll in a health information exchange, the City encourages Agency to do so in order to facilitate the secure exchange of data between Agency's electronic health record system (EHR) and the City's Epic EHR.

5.36 Subcontracting.

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data breach in the same manner in which Agency would be so obligated, (2) provide cyber and technology errors and omissions insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

Article 6 Indemnity

6.1 Medical Malpractice Indemnification.

Agency recognizes that the System(s) is a sophisticated tool for use only by trained personnel, and it is not a substitute for competent human intervention and discretionary thinking. Therefore, if providing patient treatment, Agency agrees that it will:

1. Read information displayed or transmitted by the System accurately and completely;
2. Ensure that Agency Data Users are trained on the use of the System;
3. Be responsible for decisions made based on the use of the System;
4. Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
5. Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;
6. Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;
7. Use the System only in accordance with applicable standards of good medical practice.

Agency agrees to indemnify, hold harmless and defend City from any claim by or on behalf of any patient, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, regardless of the cause, if such claim in any way arises out of or relates to patient care or outcomes based on Agency's or an Agency Data User's System access.

Article 7 Proprietary Rights and Data Breach

7.1 Ownership of City Data.

The Parties agree that as between them, all rights, including all intellectual property rights in and to the City Data and any derivative works of the City Data shall remain the exclusive property of the City.

7.2 Data Breach; Loss of City Data.

The Agency shall notify City immediately by telephone call plus email upon the discovery of a breach (as herein). For purposes of this Section, breaches and security incidents shall be treated as discovered by Agency as of the first day on which such breach or security incident is known to the Agency, or, by exercising reasonable diligence would have been known to the Agency. Agency shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Agency.

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. any action pertaining to a breach required by applicable federal and state laws.

1. **Investigation of Breach and Security Incidents:** The Agency shall immediately investigate such breach or security incident. As soon as the information is known and shall inform the City of:

- i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and
- iii. a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. a description of the probable and proximate causes of the breach or security incident; and
- v. whether any federal or state laws requiring individual notifications of breaches have been triggered.

2. **Written Report:** Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

3. **Notification to Individuals:** If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Agency shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
- ii. cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.

4. **Sample Notification to Individuals:** If notification to individuals is required, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
- ii. cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

7.3 **Media Communications**

City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Agency to do so.

**Attachment 1 to Appendix I
System Specific Requirements**

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

A. SFDPH Care Link Requirements:

1. Connectivity.

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website galaxy.epic.com. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Compliance with Epic Terms and Conditions.

- a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:

3. Epic-Provided Terms and Conditions

- a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
- b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

II. For Access to SFDPH Epic through Epic Hyperspace and Epic Hyperdrive the following terms shall apply:

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

1. Connectivity.

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Epic Hyperspace will change over time. Epic Hyperdrive is a web-based platform that will replace Epic Hyperspace in the future. You may request a copy of current required browser, system

and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Application For Access and Compliance with Epic Terms and Conditions.
 - a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Agency must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: <https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation must notify SFDPH, in writing, of Agency's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Agency will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to SFDPH myAvatar through WebConnect and VDI the following terms shall apply:

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
2. Information Technology (IT) Support.
 - a. Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.
3. Access Control.
 - a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
 - b. Each user is unique and agrees not to share accounts or passwords.
 - c. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
 - d. Applicants must complete the credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.
 - e. Applicants must complete myAvatar Training.
 - f. Level of access is based on "Need to Know", job duties and responsibilities.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (SF) Heffernan Insurance Brokers 44 Montgomery Street, Suite 1950 San Francisco CA 94104 License#: 0564249 COMMAWA-01	CONTACT NAME: Ashle Blow PHONE (A/C No. Ext): 415-778-0300 FAX (A/C, No): 415-778-0301 E-MAIL ADDRESS: ashleb@heffins.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Community Forward SF, Inc. 1171 Mission St. San Francisco CA 94103	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Nonprofits Insurance Alliance of California</td> <td style="width: 20%; text-align: center;">NAIC # 1184</td> </tr> <tr> <td>INSURER B: Cypress Insurance Company</td> <td style="text-align: center;">10855</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Company of America</td> <td style="text-align: center;">31194</td> </tr> <tr> <td>INSURER D: Lloyd's of London</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Nonprofits Insurance Alliance of California	NAIC # 1184	INSURER B: Cypress Insurance Company	10855	INSURER C: Travelers Casualty and Surety Company of America	31194	INSURER D: Lloyd's of London		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: 138930266** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		202101320	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		202101320	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		202101320UMB	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	COWC246313	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A D	Employee Theft Social Service Professional Cyber Liability			105805713 202101320 ESJ0020825111	7/1/2021 7/1/2021 8/5/2021	7/1/2022 7/1/2022 7/1/2022	Emp. Theft Loss Limit 2,000,000 Professional Limit 1M OCC / 3M AGG Cyber Claim Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Employee Theft - Single Loss Retention: \$10,000
 Re: As per Contract or Agreement on file with Insured. Department of Public Health of City & County of San Francisco is included as an additional insured on the General Liability and Automobile Liability policies per the attached endorsements, if required. The Umbrella liability policy follows the General Liability and Automobile Liability coverage for additional insured as per the policy forms, if required.

CERTIFICATE HOLDER Department of Public Health of City & County of San Francisco 101 Grove Street, Room 307 San Francisco, CA 94102-4505	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: 2021-01320

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

City & County of San Francisco, its Officers, Agents, Employees & Volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

POLICY NUMBER: 2021-01320

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

City & County of San Francisco, its Officers, Agents, Employees & Volunteers

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2022

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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C	Employee Theft			105805713	7/1/2021	7/1/2022	Emp. Theft Loss Limit 2,000,000
A	Social Service Professional			202101320	7/1/2021	7/1/2022	Professional Limit 1M OCC / 3M AGG
D	Cyber Liability			ESJ0020825111	8/5/2021	7/1/2022	Cyber Claim Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Employee Theft - Single Loss Retention: \$10,000
 Re: As per Contract or Agreement on file with Insured. Department of Public Health of City & County of San Francisco is included as an additional insured on the General Liability and Automobile Liability policies per the attached endorsements, if required. The Umbrella liability policy follows the General Liability and Automobile Liability coverage for additional insured as per the policy forms, if required.

CERTIFICATE HOLDER Department of Public Health of City & County of San Francisco 101 Grove Street, Room 307 San Francisco, CA 94102-4505	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: 2021-01320

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ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

City & County of San Francisco, its Officers, Agents, Employees & Volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

POLICY NUMBER: 2021-01320

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

City & County of San Francisco, its Officers, Agents, Employees & Volunteers

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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