

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

**First Amendment**

THIS AMENDMENT (this “Amendment”) is made as of July 1, 2022, in San Francisco, California, by and between **Bayview Hunters Point Foundation** (“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 performance period, increase the contract amount and update standard contractual clauses; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP 26-2016 a Request for Proposal (“RFP”) issued on September 27, 2016, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, approval for the original Agreement was obtained on June 19, 2017 from the Civil Service Commission under PSC number 48652 – 16/17 in the amount of \$192,080,000 for the period commencing July 1, 2017 and ending June 30, 2022; and

WHEREAS, approval for this Amendment was obtained on December 16, 2019 from the Civil Service Commission under PSC number 48652 – 16/17 in the amount of \$367,880,000 for the period commencing July 1, 2017 and ending June 30, 2027;

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 (Contract ID # 1000008696), 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 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.

2.2 The City has 1 option to renew the Agreement for a period of 5 years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 7/1/2022-6/30/2027

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

2.1 The term of this Agreement shall commence on July 1, 2017 and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

2.2 The City has 1 option to renew the Agreement for a period of 4 years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 7/1/2023-6/30/2027

2.3 **Payment.** Section 3.3.1 Payment of the Agreement currently reads as follows:

3.3 **Compensation.**

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Eight Million One Hundred Twenty Three Thousand Five Hundred Dollars (\$8,123,500)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed

**Nine Million Five Hundred Twenty Thousand Four Hundred Seventy Two Dollars (\$9,520,472).**

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 Contractor Vaccination Policy.** *The following is hereby added to Article 4 of the Agreement:***4.2.1 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.

**2.5 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, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (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.

2.6 **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. **Policy must include Abuse and Molestation coverage.**

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

(c) Workers' Compensation, 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 Liability coverage)

(g) Cyber and Privacy Insurance with limits of not less than \$2,000,000 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

(i) 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.

(j) 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.

(k) Reserved (Pollution Auto Liability Insurance Additional Insured Endorsement).

### 5.1.3 Waiver of Subrogation Endorsements

(l) 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

(m) 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.

(n) 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.

(o) Reserved. (Pollution Liability Insurance Endorsement).

### 5.1.5 Other Insurance Requirements

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

(q) 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.

(r) 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.

(s) 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.

(t) 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.

(u) 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.

2.7 **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.

2.8 **Termination for Default; Remedies.** *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.2.1 in its entirety:*

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.

**2.9 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:*

8.4.1 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

**2.10 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.

**2.11 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.

**2.12 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.

**2.13 Notification of Legal Requests.** *The following section is hereby added and incorporated in 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.

2.14 **Ownership of City Data.** *The following section is hereby added and incorporated in Article 13 of the Agreement:*

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

2.15 **Management of City Data and Confidential Information.** *The following sections are hereby added and incorporated in Article 13 of the Agreement:*

13.6 **Management of City Data and Confidential Information.**

13.6.1 **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.

13.6.2 **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.

2.16 **Appendices A-1 and A-2.** Appendices A-1 is hereby replaced in its entirety by Appendices A-1 and A-2, attached to this Amendment and fully incorporated within the Agreement.

2.17 **Appendix B.** Appendix B is hereby added in its entirety by Appendix B, attached to this Amendment and fully incorporated within the Agreement.



2.18 **Appendices B-1 and B-2.** Appendices B-1 and B-2 (For Fiscal Year: 07/01/2022-6/30/2023) is hereby attached to this Amendment and fully incorporated within the Agreement.

2.19 **Appendix D.** Appendix D, dated 8/6/21, is hereby replaced in its entirety by Appendix D, attached to this Amendment and fully incorporated within the Agreement.

2.20 **Appendix E.** Appendix E, dated 8/3/22, is hereby replaced in its entirety by Appendix E, dated 4/12/18, attached to this Amendment and fully incorporated within the Agreement.

2.21 **Appendix F.** Appendix F is hereby replaced in its entirety by Appendix F, attached to this Amendment and fully incorporated within the Agreement.

2.22 **Appendix J.** Appendix J, dated 7/1/ 2022, is hereby attached to this Amendment and fully incorporated within the Agreement.

### **Article 3      Effective Date**

Each of the modifications set forth in Article 2 shall be effective on and after the date of this Amendment.

### **Article 4      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.

4.1 IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

CONTRACTOR

Bayview Hunters Point Foundation

DocuSigned by:  
*Mareena Bobba* 12/30/2022 | 7:36 AM PST  
52BC36E46CB9439...  
Grant Colfax, MD date  
Director of Health  
Department of Public Health

DocuSigned by:  
*James Bouquin* 12/16/2022 | 11:48 AM PST  
E456A946F9C049D...  
James Bouquin date  
Executive Director

Supplier ID number: 0000024522

Approved as to Form:

David Chiu  
City Attorney

By: DocuSigned by:  
*Henry Lifton* 12/22/2022 | 10:53 AM PST  
6D6CB58424584B1...  
Henry Lifton date  
Deputy City Attorney

Approved:

DocuSigned by:  
*Taraneh Moayed* 12/30/2022 | 8:36 AM PST  
9AEA44694D514E7...  
Sailaja Kurella date  
Director, Office of Contract Administration, and  
Purchaser

**Contractor Name:** Bayview Hunters Point Foundation (BVHPFCI)

**Program Name:** Methadone Maintenance

Appendix A-1

07/01/22 – 06/30/23

**1. Identifiers:**

Program Name: Methadone Maintenance

Program Address: 1625 Carroll Avenue, San Francisco, CA 94124

Telephone: (415) 822-8200 / Fax: (415) 822-6822

Website Address: [www.bayviewci.org](http://www.bayviewci.org)

Contractor Name: Bayview Hunters Point Foundation for Community Improvement (BVHPFCI)

Contractors Address: 1925 Carroll Avenue, San Francisco, CA 94124

Executive Director: James Bouquin

(415) 822-8200

[james.bouquin@bayviewci.org](mailto:james.bouquin@bayviewci.org)

Program Director: Trevor Roberson

(415) 822-8200 x12

[trevor.roberson@bayviewci.org](mailto:trevor.roberson@bayviewci.org)

Program Code(s): 38164 & 38163

**2. Nature of Document:**

Original       Contract Amendment       Revision to Program Budgets (RPB)

**3. Goal Statement:**

To support clients in the development of a productive and independent life through the provision of appropriate medical, psychological, and case management treatment services to improve clients' quality of life and support successful rehabilitation.

**4. Priority Population:**

San Francisco residents 18 and over with substance use disorders or at-risk for addiction to heroin and suffer from its attendant mental health and physical health disorders, who are unable to cease the use of heroin without medical assistance. While Bayview Hunters Point Foundation for Community Improvement welcomes and services all ethnicities and populations from all communities throughout San Francisco, services are also designed to meet the cultural and linguistic needs of the African American population primarily residing in the Southeast sector of Bayview Hunters Point and Sunnydale communities of San Francisco.

**Contractor Name:** Bayview Hunters Point Foundation (BVHPFCI)

Appendix A-1

**Program Name:** Methadone Maintenance

07/01/22 – 06/30/23

## 5. Modality(s)/Intervention(s):

Please see Appendix B-1 CRDC Page

## 6. Methodology:

### Program Description/Philosophy

Substance Use Disorder Services embraces the San Francisco Department of Public Health's principles of Harm Reduction and Cultural Competency to provide the highest quality treatment services for clients.

BVHPFCI operates an Opioid Treatment Program (OTP) model (formerly called Narcotic Treatment Program of NTP) that directly administers methadone medication on a daily basis. We meet federal admission, discharge, and continued service criteria under 42 CFR 8.12 and California law. The OTP has previously focused on methadone maintenance to address opioid addiction. To reflect new substance, use disorder treatment services requirements under the Drug Medi-Cal Organized Delivery System (DMC-ODS) pilot, BVHPFCI proposes to add an Office-Based Opioid Treatment (OBOT) component with enhanced ambulatory addiction treatment services for patients with an opioid and/or alcohol use disorder, with a focus on the provision of Medication Assisted Treatment (MAT). The program will utilize several new therapies available to meet different levels of needs (including buprenorphine, suboxone, naloxone and disulfiram). BVHPFCI will also extend MAT therapy to patients who are solely trying to address addiction to alcohol.

Each client entering the Methadone Maintenance Program receives an intake assessment, ASAM multidimensional assessment, medical examination, and a mental health status examination. No more than five percent of clients are on a detoxification regimen designed to facilitate their transition to methadone maintenance treatment. Additionally, clients participate with counselors in developing and regularly reviewing their individualized treatment plans, which identify quantifiable quarterly and annual goals. In the ongoing phases of treatment, clients are required to participate in individual and group counseling sessions. Support groups, structured educational experiences, and recovery activities are available on a voluntary basis for interested clients. All clients will come to the clinic daily for their methadone dosing except in pandemics, epidemics, and other unforeseen crisis phenomenon which in such cases guidelines by SFDPH and/or the CDC will be adhered to as directed. All clients will have access to mental health therapy provided by the Bayview Hunters Point Foundation Mental Health Department. Staff from both programs will hold regular case conferences to determine clients' needs, the best methodology for psychological support towards recovery and monitor client progress.

In response to many inquiries from community members, residents, and phone calls from other providers, community partners, walk-ins etc. expressing the need for services to those with drug and alcohol addictions, the Bayview Hunters Point Foundation Methadone Maintenance Program has expanded our services to offer Outpatient Substance Use Disorder Treatment onsite at "The Ernest Mitchell Jr. Outpatient Services".

**Contractor Name:** Bayview Hunters Point Foundation (BVHPFCI)

Appendix A-1

**Program Name:** Methadone Maintenance

07/01/22 – 06/30/23

The Ernest Mitchell Jr. Outpatient Services provide Outpatient services to individuals with drug and alcohol addictions (alcohol, cocaine, methamphetamine, etc.) All clients enrolled in The Ernest Mitchell Jr. Outpatient services are assessed for a Substance Use Disorder Diagnosis to determine medical necessity using the Diagnostic and Statistical Manual of Mental Disorders “DSM-V”.

Outreach and referral priority is for Jelani Family Step-Down Program, Bayview Hunters Point Foundation Behavioral Health Services, Bayview SAFE Navigation Center, Bayshore Navigation Center, Bayview Hill Gardens, The Arlington Hotel, and any of the Foundation’s departments providing services servicing individual adults. Outreach services to other community partners include United Council of Human Services, Bayview Senior Services, Southeast Health Clinic, Third Street Clinic, Drug Court, San Francisco Sheriff Department, and collaboration with all partners in the Bayview community at large. We will also accept self-referrals. Each Outpatient client enrolled in the program will receive an intake assessment and health screening. Clients will be assigned a counselor to develop individualized treatment plans. The development and review of the treatment plan will allow clients to establish goals with their counselor to address needs and barriers towards recovery and maintaining sobriety. Outpatient clients will participate in individual and group counseling as part of the treatment plan. BVHPFCI SUDS will encourage clients to engage in additional outside support groups, structured educational projects, and recovery activities i.e. (Narcotic Anonymous, Alcohol Anonymous groups and Harm Reduction).

#### Additional Medication Assisted Treatment (MAT)

- Antabuse-Disulfiram (for Alcohol Use Disorder)
- Naloxone (Narcan)
- Naltrexone

#### Buprenorphine/Naloxone-Combo MAT services will include:

- Orientation appointment in which induction procedures are reviewed
- Preliminary evaluation is completed
- Baseline lab work is drawn at this visit (physical)
- Consent forms are reviewed and signed
- 2<sup>nd</sup> appointment for client presents in withdrawal to begin induction

Buprenorphine and other therapies will be available on-site for clients.

#### Admission Criteria

Clients seeking admission for Methadone Maintenance treatment must meet the following minimum criteria, which is entered in their individual treatment records upon acceptance into the program:

- Confirmed and documented history of at least two-years addiction to opiates
- Confirmed history of two or more unsuccessful attempts in withdrawal treatment with subsequent relapse to illicit opiate use
- A minimum age of 18 year
- Certification by the physician of fitness for replacement narcotic therapy based upon physical examination, medical history, and indicated laboratory findings
- Evidence of observed signs of physical dependence

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Clients seeking admission to the Outpatient Treatment Services, must meet the following minimum criteria, which will also be entered in their individual treatment records upon acceptance into the program:

- Identified primary alcohol, cocaine, methamphetamine, and other drug-related problem
- Demonstrated willingness to participate in ongoing counseling services and program activities
- A minimum age of 18 years

#### Intended and Average Length of Stay

The intended length of stay for new clients admitted to the Methadone Maintenance Program is two (2) years. The current average length of stay is (3+) years. The goal is to taper the client off methadone as the client makes progress towards recovery. However, clients in consultation with his/her counselor, therapist, and physician, may choose to remain on methadone if the methadone benefits the clients. Extended treatment can be provided based upon approved treatment plans and client involvement.

The intended length of stay for new clients admitted to the Outpatient Program will be 12 months. The average length of stay will be six months. The 12-month length of stay projection for Outpatient clients is based on the anticipated client need and treatment planning. If it is established between the client and counselor that additional time is needed before discharge, the program will review and modify treatment accordingly.

Extended treatment will be provided based on approved treatment plans and client involvement.

#### Criteria for Successful Participation

1. Continued presence at the clinic for daily dosing and counseling sessions with primary counselor
2. Adherence to self-developed treatment goals
3. Adherence to daily presence at clinic for dosing and counseling sessions

#### Criteria for Successful Completion

Successful completion of the program is on a continuum. It begins at the start of treatment and is recognized by the adherence to daily visits to the clinic and progresses to a client who is clean and sober, who no longer needs methadone treatment to remain heroin-free and who could be, based on client objectives, employable, connected to family, remaining arrest-free and with no visits to the Emergency Department at the hospital for substance use sickness or injury. The program uses client established treatment plan goals to define the place on the continuum where the client starts and ends.

Clients enrolled in The Ernest Mitchell Jr. Outpatient Services, will be screened for non-use of alcohol, cocaine, methamphetamine, and other drugs for at least six months. There must be regular and active participation in the therapeutic milieu of the program.

With the regular and active participation in the therapeutic milieu, the client(s) will have demonstrated a behavioral change and have an increased role of responsibility and leadership in treatment.

#### Strategies

The Methadone Maintenance Program's Administrative Staff manages a list of interested persons who are awaiting methadone maintenance services. The Medical Director and Methadone Program Coordinator have responsibility for holding regularly scheduled individual and group supervision sessions with the counseling staff. The dual purpose of these sessions is to both oversee the counseling staff's ongoing clinical work and to provide them with in-service training to help develop skills for the continued operation of a client-directed and rehabilitation-oriented therapeutic milieu.

This milieu program will include the following levels of client participation:

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- Intake and orientation
- Program operation
- Transition
- Aftercare

Upon admission, the clients work directly with his/her primary counselor to develop and complete an initial needs assessment and treatment plan. These documents become effective when the client's primary counselor signs them.

The Ernest Mitchell Jr. Outpatient Services will work in conjunction with the Methadone Maintenance Program to create a treatment milieu utilizing a bio-psycho-social therapeutic treatment approach. As the client directed treatment milieu evolves, clients in the Outpatient Services who are interested in furthering their recovery goals will be incorporated into ongoing program activities. This client directed treatment milieu will utilize a harm reduction philosophy from a culturally competent perspective and will include the following levels of client participation:

- Assessment and Intake
- Program Orientation
- Treatment Process
- Counseling Services
- Community Socialization
- Discharge Planning/Aftercare

The levels of participation in the Outpatient Treatment program will allow clients to develop the necessary skills to identify triggers for relapse, develop coping skills to combat triggers and build a support network to maintain sobriety. This will allow clients the ability to function productively in the community. Clients will be required to carry out a basic level of mandatory responsibility beginning early in their treatment within the program i.e., intake and orientation. Once clients successfully complete the intake and orientation level, they will begin the treatment process. The treatment process will consist of development of an individualized treatment plan, individual and group counseling, establishing support groups and other activities. The graduation level will coincide with the treatment level once clients demonstrate the ability to maintain sobriety i.e., behavior change "impulsivity", increased engagement with services, finding or maintaining housing, and finding or maintaining employment. These demonstrations will have earned the right to a successful discharge from the Outpatient Treatment Program. The aftercare level will consist of providing the clients with case management services for continuity of care. This will allow the clients to continue to be linked to services in the community. The program will be structured to reward clients to reinforce positive behaviors; personal growth being displayed increases continued successful functioning in the levels of participation.

The structure of the program will be an ongoing continuum of counseling services, skills building activities and other weekly services. The program structure will consist of a mixture of various counseling and treatment planning interventions along with a mix of educational, pre-vocational and artistic activities. The focus of these activities and interventions will be on assisting the clients in meeting the goals of their treatment plans, increasing their level of self-esteem, and increasing their ability to function productively in the community. It is projected that within 15 calendar days from the client's admission to the program, he or she will work directly with a counselor.

#### Needs Assessment

The needs assessment process for all Methadone Maintenance and Outpatient Services clients includes:

- a. A summary of the client's psychological and sociological background, including specific educational and vocational experiences, skills (technical, vocational, artistic, etc.) and interests.

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The client's strengths, needs, abilities, and preferences which are documented in the client's own words:

- a. An assessment of the client's needs for:
- b. Dental, Vision, Health, Mental Health, and Complimentary Care
- c. HIV, Hepatitis C and Sexually Transmitted Disease/Infectious Disease screening
- d. Educational, economic, and legal services
- e. Vocational habilitation and or rehabilitation

#### Treatment Plan

- a. Quantifiable short-term (requires 90 days or less to achieve) and long-term (requires over 90 days to achieve) goals to be achieved by the client that are based on identified needs with estimated target dates for their attainment
- b. Specific behavioral tasks the client must accomplish to achieve each treatment plan goal within the time period of the estimated target dates
- c. A description of the type, purpose and frequency of counseling and program activities the client will be participating in
- d. Clients' Primary Counselors will formally evaluate and update the needs assessments and treatment plans every three months (or sooner if indicated) from the date of clients' signed admission to the program.

A twice a year review will also occur at joint mental health case conferences. This review process will be documented and includes:

- a. An evaluation of the results stemming from the monthly progress notes
- b. A summary of the client's progress or lack thereof towards achieving each of the identified goals in their previous treatment plan. Changes, adjustments, and additions to the client needs assessment.
- c. New goals and behavioral tasks for any newly identified needs, and related changes in the type and frequency of the counseling
- d. Services being provided to the client as well as their level of participation in the program.
- e. The completed, updated treatment plan becoming effective on the day the primary counselor signs it.

The Program Coordinator, Clinical Coordinator and the Medical Director of the Methadone Maintenance and Outpatient Program will review all initial and updated treatment plans and needs assessments within 14 calendar days from the effective dates of the plans. Upon the final review of the plan of care the Medical Director/ LPHA will verify findings and sign individual plans where it is deemed clinically or medically appropriate.

#### Outreach

The Methadone Maintenance and Outpatient Services outreach efforts are spread throughout the city and county of San Francisco. The primary outreach relationships have been developed with BVHPF, Jelani Family Residential Step-Down Program, Navigation Centers, (Bayview SAFE, Bayshore SAFE, Bayview Hills Garden, United Council, (HOPE SF Alice Griffith Housing Development, Phoenix Project), Project Homeless Connect, Southeast Health Center, and The George Davis Senior Services.

#### Discharge Criteria for Non-Compliance:

If a client(s) has fourteen (14) consecutive days of no shows for dosing and make threats or display acts of violence against staff or other clients could be grounds for termination. Clients are informed and have the right to access the grievance process if they feel the decision to discharge is unfair.



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**Schedule:**

The schedule for Methadone Maintenance dosing is as follows:

DAYS	TIMES
Monday – Friday	6:15 a.m. – 12:00 p.m.
Saturday – Sunday	7:00 a.m. – 11:00 a.m.
Holidays	6:15 a.m. – 10:00 a.m.

**The Outpatient Schedule of Services are as follows:**

DAYS	TIMES
Monday – Friday	8:00 a.m. – 6:00 p.m.

**Linkages**

Community resources are regularly utilized for Methadone Maintenance and Outpatient clients through our case management services. Additional resources are i.e., life skills classes, workforce development, mental health therapy, clinical case management and financial education. External linkages outside of BVHPFCI wrap around services include -Young Community Developers, Northern California Service League; San Francisco Homeless Connect; Bayview Mental Health Services, Westside Community Services, SF Department of Human Services.

**Staffing**

The Methadone Maintenance and Outpatient Program's medical, clinical, and administrative staff ensures efficient and effective program operations and service delivery. All SUD Counselors are certified and/or registered to meet the State of California requirements. Licenses for all Nurses and Physicians are required and monitored for good standing. Refer to Exhibit B for further information on staffing.

**7. Objectives and Measurements:**

All objectives and descriptions of how objectives will be measured, are contained in the BHS document entitled Performance Objectives, Fiscal Year 2022-2023

**8. Continuous Quality Improvement:**

BVHPFCI Use Disorder - Narcotic Treatment Programs: Methadone Maintenance/Jail Dosing Programs /Outpatient Program CQI activities are designed to enhance, improve and monitor quality of services.

- A. Our Program identifies areas of improvement through chart reviews and case conferences, which are conducted monthly. Avatar and Methasoft reports are also reviewed and reconciled on a monthly basis by the Medical Records Staff. Participants in the case conference meetings include the Medical Director, Staff Physician, Program Coordinator, Clinical Coordinator and Counselors. Our counselors receive monthly supervision from the Clinical Coordinator/Supervisor where they are advised on client cases such as treatment planning, continued care and discharge status.
- B. To ensure continuous monitoring, a list of contract performance objectives is provided to all staff. Outcomes are reviewed, analyzed, and reconciled for accuracy with the Avatar reports. An annual performance assessment and improvement plan is used to track outcomes of mandatory objectives and reviewed on a quarterly basis.
- C. Our Program monitors documentation quality by reviewing case files through periodic reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Community Behavior Health Services (BHS), with standards and practices defined by Department

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of Health Care Services (DHCS) and Commission of Accredited Rehabilitative Facilities (CARF). To ensure compliance with documentation of treatment plans, case notes and timely signatures, monthly chart reviews are conducted by Medical Records Staff and Counselors, then discussed with the Program Coordinator/Supervisor for follow-up issues.

- D. All staff participates in an annual documentation training provided internally and by Behavioral Health Services. Staff meetings are on a biweekly/monthly basis as a venue where staff can discuss administrative and clinical issues.
- E. All program staff participates in an annual Cultural Competency/Law, Ethics and Boundaries Training-g geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored by Department of Public Health (DPH) and Behavior Health Services (BHS). A list of other staff trainings includes Privacy and Compliance, Blood Borne Pathogens, Sexual Orientation & Gender Identity, Active Shooter, CPR/First Aid, Sexual Harassment, Code of Conduct, Documentation Review and Corporate Compliance.
- F. BVHPFCI values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual Focus Groups and Client Satisfaction Surveys administered on an annual basis. Client's suggestions from Focus Groups are documented and then discussed with the multi-disciplinary staff. Changes that improve the efficacy, quality or outcomes of program services are prioritized for implementation. Results of the focus groups are posted throughout the facility that encourages clients to give additional feedback. We also provide a suggestion box for clients and staff. BHS client satisfaction results are reviewed and discussed with staff and clients. The Jail Methadone Courtesy Dosing Program is an ancillary program that is jail-based; therefore, the client satisfaction surveys objective is waived.
- G. Continuous quality improvement assures that program will remain licensed by the State Department of Health Care Services (DHCS), comply with its licensing regulation, maintain accreditation as required through the Substance Abuse and Mental Health Services Administration (SAMSHA) under new federal regulations, and maintain CARF certification under guided regulations. The Foundation will work with Behavior Health Services (BHS) to meet and comply with all state and Drug Medi-Cal Waiver requirements to continue to offer Opioid Treatment and Outpatient Services.
- H. The Narcotic Treatment Programs: Methadone Maintenance/Detoxification, Jail Dosing and Outpatient Programs will comply with San Francisco Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Health Insurance Portability Accountability Act (HIPAA), and Cultural Competency.

**9. Required Language:**

NA

**10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):**

NA

**1. Agency and Program Information:**

Bayview Hunters Point Foundation for Community Improvement (BVHPFCI)

Program Name: Jail Methadone Courtesy Dosing

1625 Carroll Street

Ph. (415) 822-8200

San Francisco, CA 94124 Fax: (415) 822-6822

[www.bayviewci.org](http://www.bayviewci.org)

Trevor Roberson, Program Director, Substance Use Disorder Services

Ph. (415) 822-8200

[trevor.roberson@bayviewci.org](mailto:trevor.roberson@bayviewci.org)

Program Code: 38164

**2. Nature of Document:**

Check one  **Original**  **Contract Amendment**  **Revision to Program Budgets (RPB)**

**3. Goal Statement:**

To provide daily doses of methadone to incarcerated clients as provided in community-based Narcotic Treatment Programs (whether Methadone Maintenance or Detoxification) to facilitate transition back to the community Narcotic Treatment Program once the client is released.

**4. Target Population:**

San Francisco residents who are using, addicted to, or at-risk for substance use addiction that include incarcerated adult males, females and transgender heroin users, who are unable to cease the use of heroin without medical assistance, currently registered in a Narcotic Treatment Program and are incarcerated in the San Francisco City and County jails. While BVHPFCI welcomes and Services all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of the African-American population in the Bayview Hunters Point and Sunnysdale neighborhoods of San Francisco.

**5. Modality(s) / Intervention(s):**

See Appendix B CRDC page

## 6. Methodology

### **Program Description/Philosophy:**

The Jail Methadone Maintenance and Detoxification Programs provide methadone maintenance or detoxification dosing services to eligible incarcerated clients, who come from San Francisco neighborhoods that include Bayview Hunters Point and Sunnysdale.

The staff Dispensing Nurses for this program, after obtaining the appropriate documentation and medical orders from the treating physicians of the incarcerated clients at their home clinics, provide daily methadone maintenance or detoxification dosing services as prescribed by the clients' clinic physicians.

The Jail Methadone Dosing Program embraces the San Francisco Department of Public Health's principles of Harm Reduction and Cultural Competency to provide the highest quality treatment service resources for clients. Adherence to these principles facilitates efforts by clients to return to successful community living in a productive and independent lifestyle as possible. (All Group activity will be placed on hold during the Pandemic, and will resume when it is safe.)

### **Admission Criteria:**

Clients who become incarcerated while enrolled in a San Francisco County funded Narcotic Treatment Program.

### **Intended and Average Length of Stay:**

The intended length of stay is less than 30 days. However, clients may receive jail dosing for more than 30 days based on the treating physician's orders and the Jail Health Services recommendation.

### **Strategies:**

The Dispensing Nurses in this service unit identify on a daily basis, incarcerated clients in the San Francisco County Jails who are currently active on the rolls of a county funded Methadone Treatment Program. After receiving signed orders from clients' treating physicians in their respective Methadone Treatment Programs, the prescribed dose of methadone is prepared and delivered to the jails where the eligible clients are currently residing. Dispensing Nurses maintain all appropriate documentation regarding the dosing. The counseling requirement is waived for incarcerated clients.

### **Discharge Criteria for Non-Compliance:**

The discharge standards for non-compliance are those which are applicable to and required by the client's home clinic. If clients are tapered off methadone while in jail, they cannot receive methadone after being tapered off. If clients are transferred to state prison, their participation in the program will be terminated as state prisons do not provide methadone dosing.

**Schedule:**

Dispensing Nurses deliver doses of methadone to San Francisco County Jails to eligible clients Mondays through Fridays. Methadone doses for weekends and holidays are prepared on Fridays and signed over to Jail Health Services staff to be administered.

**Progression:**

The treating physician in the community Narcotic Treatment Program establishes the progression of treatment for clients.

**Linkages:**

BHPFCI Substance Use Disorder Services maintains linkages with Jail Health Services and other San Francisco County funded Narcotic Treatment Programs (BAART-Geary/FACET, BAART-Market, San Francisco General Hospital OTOP, OBOT, Fort Help and Westside). These programs are in the process of developing a unified Memorandum of Understanding to guide the Jail Methadone Dosing process.

**Staffing:**

The Jail Methadone Maintenance and Detoxification Program's medical, clinical and administrative staff ensures efficient and effective program operation and service delivery. Refer to Exhibit B for further information on staffing.

**7. Objectives and Measurements**

There are no assigned objectives for FY 22-23 per System of Care Program Manager

**8. Continuous Quality Improvement**

- A. Our Program identifies areas of improvement through chart reviews and case conferences which are conducted monthly. Avatar reports are reviewed and reconciled on a monthly basis by the Medical Record's Staff. Participants in the case conference meetings include Medical Director/Staff Physician, Unit Coordinator/Supervisor and counselors. Our Counselors receives monthly supervision from the Unit Coordinator/Supervisor where they are advised on client cases such as treatment planning, continued care and discharge status.

To ensure continuous monitoring, a list of contract performance objectives is provided to all staff. Outcomes are reviewed, analyzed and reconciled for accuracy with the Avatar reports. An annual performance assessment and improvement plan is used to track outcomes of mandatory objectives and reviewed on a quarterly basis.

- B. Our Program monitors documentation quality by reviewing case files through periodic chart reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Behavior Health Services (BHS), with standards and practices defined by Department of Health Care Services (DHCS) and Commission of Accredited

Rehabilitative Facilities (CARF). To ensure compliance with documentation of treatment plans, case notes and timely signatures, monthly chart reviews are conducted by Medical Records Staff and Counselors; then discussed with Unit Coordinator/Supervisor for follow-up issues. All staff participates in annual documentation trainings provided internally and by Behavioral Health Services (BHS). Staff meetings are also held on a monthly basis as a venue where staff can discuss administrative and clinical issues.

C. All program staff participates in an annual Cultural Competency/

Law, Ethics and Boundaries Training- geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored by Department of Public Health (DPH) and Behavior Health Services (BHS).

BHS does not prepare a report for the Jail Methadone Courtesy Dosing Program, as units of service for this program are not entered into Avatar. However, this program will prepare in-house reports for BHS as required, which will include units of service and the unduplicated client count.

D. BVHPFCI values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual focus groups and client satisfaction surveys. The annual focus groups and client satisfaction surveys are administered on an annual basis. Client's suggestions from focus groups are documented and then discussed with the multidisciplinary staff. Changes that improve the efficacy, quality or outcomes of program services are prioritized for implementation. Results of the focus groups are posted throughout the facility which encourages clients to give additional feedback. We also provide a suggestion box for clients and staff. BHS client satisfaction results are reviewed and discussed with staff and clients.

Continuous quality improvement assures that program will remain licensed by the State Department of Health Care Services (DHCS), be in compliance with its licensing regulation and maintain accreditation as required through the Substance Abuse and Mental Health Services Administration (SAMSHA) under new federal regulations.

The Narcotic Treatment Programs: Methadone Maintenance/Detoxification, Jail Dosing Programs will comply with San Francisco Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Health Insurance Portability Accountability Act (HIPAA), and Cultural Competency. The Jail Methadone Courtesy Dosing Program is an ancillary program that is jail-based; therefore the client satisfaction surveys objective is waived.

9. Required Language: N/A

## Appendix B Calculation of Charges

### 1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3.1, COMPENSATION, of this Agreement.

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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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 January 1 through June 30 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:

- B-1: Methadone Maintenance
- B-2: Jail Methadone Courtesy Dosing Program

B. Compensation

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Nine Million Five Hundred Twenty Thousand Four Hundred Seventy Two Dollars (\$9,520,472) for the period of July 1, 2017 through June 30, 2023.

CONTRACTOR understands that, of this maximum dollar obligation, ~~\$~~**\$232,398** 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,



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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 - June 30, 2018	\$316,780
July 1, 2018 - June 30, 2019	\$1,460,625
July 1, 2019 - June 30, 2020	\$1,758,132
FY20-21 CODB One Time Funding (DV Amount)	\$55,404
July 1, 2020 - June 30, 2021	\$1,880,242
July 1, 2021 - June 30, 2022	\$1,880,242
July 1, 2022 - June 30, 2023	\$1,936,649
	<u>\$9,288,074</u>
contingency	<u>\$232,398</u>
	<u>\$9,520,472</u>

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.

### 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 00341					Appendix B, Page 1
Legal Entity Name/Contractor Name Bayview Hunters Point Foundation		Fiscal Year 2022-2023			
Contract ID Number 1000008696		Funding Notification Date 04/05/22			
Appendix Number	B-1	B-2			
Provider Number	383816	383816			
Program Name	Methadone Maintenance	Jail Methadone Courtesy Dosing			
Program Code	38164	89163			
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23			
<b>FUNDING USES</b>					<b>TOTAL</b>
Salaries	\$ 688,715	\$ 214,346			\$ 903,061
Employee Benefits	\$ 192,840	\$ 60,017			\$ 252,857
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>\$ 881,555</b>	<b>\$ 274,363</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,155,918</b>
Operating Expenses	\$ 486,354	\$ 41,771			\$ 528,125
Capital Expenses					\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 1,367,909</b>	<b>\$ 316,134</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,684,043</b>
Indirect Expenses	\$ 205,186	\$ 47,420			\$ 252,606
Indirect %	15.0%	15.0%	0.0%	0.0%	15.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 1,573,095</b>	<b>\$ 363,554</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,936,649</b>
					Employee Benefits Rate 28.0%
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>					
					\$ -
					\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BHS SUD FUNDING SOURCES</b>					
SUD Fed DMC FFP, CFDA 93.778	\$ 796,681				\$ 796,681
SUD State DMC	\$ 428,983				\$ 428,983
SUD County General Fund	\$ 296,003	\$ 358,575			\$ 654,578
SUD County General Fund	\$ 51,428	\$ 4,979			\$ 56,407
					\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ 1,573,095</b>	<b>\$ 363,554</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,936,649</b>
<b>OTHER DPH FUNDING SOURCES</b>					
					\$ -
					\$ -
					\$ -
					\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 1,573,095</b>	<b>\$ 363,554</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,936,649</b>
<b>NON-DPH FUNDING SOURCES</b>					
					\$ -
					\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 1,573,095</b>	<b>\$ 363,554</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,936,649</b>
Prepared By					

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

DHCS Legal Entity Number 00341							Appendix Number		B-1	
Provider Name Bayview Hunters Point Foundation							Page Number		2	
Provider Number 383816							Fiscal Year		2022-2023	
Contract ID Number 100008696							Funding Notification Date		04/05/22	
Program Name		Methadone Maintenance								
Program Code		38164	38164	38164	38164	38164	3816OP	3816OP		
Mode/SFC (MH) or Modality (SUD)		ODS-120d	ODS-120i	ODS-120g	ODS-120dbc	ODS-120cm	ODS-91g	ODS-91i		
Service Description		ODS NTP Methadone - Dosing	ODS NTP Methadone - Individual Counseling	ODS NTP Methadone - Group Counseling	ODS NTP Dosing - Buprenorphine Comb	ODS NTP Case Management	ODS OT Group Counseling	ODS OT Individual Counseling		
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23		
<b>FUNDING USES</b>								<b>TOTAL</b>		
Salaries & Employee Benefits		\$ 368,637	\$ 294,909	\$ 25,804	\$ 11,059	\$ 36,864	\$ 34,627	\$ 109,655	\$ 881,555	
Operating Expenses		\$ 203,377	\$ 162,701	\$ 14,236	\$ 6,101	\$ 20,338	\$ 19,104	\$ 60,497	\$ 486,354	
Capital Expenses									\$ -	
<b>Subtotal Direct Expenses</b>		<b>\$ 572,014</b>	<b>\$ 457,610</b>	<b>\$ 40,039</b>	<b>\$ 17,160</b>	<b>\$ 57,201</b>	<b>\$ 53,731</b>	<b>\$ 170,152</b>	<b>\$ 1,367,909</b>	
Indirect Expenses		\$ 85,802	\$ 68,641	\$ 6,006	\$ 2,574	\$ 8,580	\$ 8,060	\$ 25,523	\$ 205,186	
Indirect %		15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	
<b>TOTAL FUNDING USES</b>		<b>\$ 657,816</b>	<b>\$ 526,251</b>	<b>\$ 46,045</b>	<b>\$ 19,734</b>	<b>\$ 65,781</b>	<b>\$ 61,791</b>	<b>\$ 195,675</b>	<b>\$ 1,573,095</b>	
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>										
									\$ -	
									\$ -	
									\$ -	
									\$ -	
									\$ -	
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>BHS SUD FUNDING SOURCES</b>										
		<b>Dept-Auth-Proj-Activity</b>								
SUD Fed DMC FFP, CFDA 93.778		240646-10000-10001681-0003	\$ 358,842	\$ 287,072	\$ 25,118	\$ 10,765	\$ 35,884	\$ 18,960	\$ 60,040	\$ 796,681
SUD State DMC		240646-10000-10001681-0003	\$ 193,221	\$ 154,578	\$ 13,526	\$ 5,797	\$ 19,322	\$ 10,209	\$ 32,330	\$ 428,983
SUD County General Fund		240646-10000-10001681-0003	\$ 84,248	\$ 67,397	\$ 5,896	\$ 2,527	\$ 8,425	\$ 30,602	\$ 96,908	\$ 296,003
SUD County General Fund		240646-10000-10001681-0003	\$ 21,505	\$ 17,204	\$ 1,505	\$ 645	\$ 2,151	\$ 2,020	\$ 6,397	\$ 51,428
										\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>		<b>\$ 657,816</b>	<b>\$ 526,251</b>	<b>\$ 46,045</b>	<b>\$ 19,734</b>	<b>\$ 65,782</b>	<b>\$ 61,791</b>	<b>\$ 195,675</b>	<b>\$ 1,573,095</b>	
<b>OTHER DPH FUNDING SOURCES</b>										
									\$ -	
									\$ -	
									\$ -	
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 657,816</b>	<b>\$ 526,251</b>	<b>\$ 46,045</b>	<b>\$ 19,734</b>	<b>\$ 65,782</b>	<b>\$ 61,791</b>	<b>\$ 195,675</b>	<b>\$ 1,573,095</b>	
<b>NON-DPH FUNDING SOURCES</b>										
									\$ -	
									\$ -	
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>657,816</b>	<b>526,251</b>	<b>46,045</b>	<b>19,734</b>	<b>65,782</b>	<b>61,791</b>	<b>195,675</b>	<b>1,573,095</b>	
<b>BHS UNITS OF SERVICE AND UNIT COST</b>										
Number of Beds Purchased										
SUD Only - Number of Outpatient Group Counseling Sessions										
SUD Only - Licensed Capacity for Narcotic Treatment Programs		400								
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service		44,872	30,632	11,369	641	2,300	1,398	4,426		
Unit Type		Dose	10 Minutes	10 Minutes	Dose	15 minutes	15 minutes	15 minutes		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		\$ 14.66	\$ 17.18	\$ 4.05	\$ 30.81	\$ 28.60	\$ 44.20	\$ 44.21		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 14.66	\$ 17.18	\$ 4.05	\$ 30.81	\$ 28.60	\$ 44.20	\$ 44.21		
Published Rate (Medi-Cal Providers Only)		\$ 14.66	\$ 17.18	\$ 4.05	\$ 30.81	\$ 28.60	\$ 44.20	\$ 44.21	<b>Total UDC</b>	
Unduplicated Clients (UDC)		150	Included	Included	Included	Included	15	Included	165	

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Contract ID Number 1000008696  
 Program Name Methadone Maintenance  
 Program Code 38164

Appendix Number B-1  
 Page Number 3  
 Fiscal Year 2022-2023  
 Funding Notification Date 04/05/22

		TOTAL		240646-10000-10001681-0003					
Funding Term		07/01/22-06/30/23		07/01/22-06/30/23					
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	
Director of SUDS	0.75	\$ 69,750	0.75	69,750					
Administrative Program Manager	0.80	\$ 45,344	0.80	45,344					
Medical Records/ Billing Technician	0.75	\$ 37,440	0.75	37,440					
Clinical Supervisor	1.00	\$ 85,000	1.00	85,000					
LVN/ Coordinator	0.40	\$ 33,280	0.40	33,280					
Dispensing Nurse (LVN)	1.00	\$ 72,800	1.00	72,800					
Outpatient Counselor - ODF	1.00	\$ 49,920	1.00	49,920					
Certified Counselor	1.00	\$ 49,920	1.00	49,920					
Certified Counselor	1.00	\$ 49,920	1.00	49,920					
Certified Counselor	1.00	\$ 49,920	1.00	49,920					
Certified Counselor - ODF	1.00	\$ 49,920	1.00	49,920					
Dispensing Nurse (LVN) on-call	0.50	\$ 36,400	0.50	36,400					
Senior Director of MHS	0.36	\$ 41,400	0.36	41,400					
Janitor	0.37	\$ 17,701	0.37	17,701					
<b>Totals:</b>	10.93	\$ 688,715	10.93	\$ 688,715	0.00	\$ -	0.00	\$ -	
<b>Employee Benefits:</b>	28%	\$ 192,840	28%	\$ 192,840	0.00%		0.00%		
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 881,555</b>		<b>\$ 881,555</b>		<b>\$ -</b>		<b>\$ -</b>	

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000008696  
 Program Name Methadone Maintenance  
 Program Code 38164

Appendix Number B-1  
 Page Number 4  
 Fiscal Year 2022-2023  
 Funding Notification Date 04/05/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003		
<b>Funding Term</b>	07/01/22-06/30/23	07/01/22-06/30/23		
Rent	\$ 120,000	\$ 120,000		
	\$ -	\$ -		
Utilities (telephone, electricity, water, gas)	\$ 40,000	40,000		
Building Repair/Maintenance	\$ 38,185	38,185		
<b>Occupancy Total:</b>	<b>\$ 198,185</b>	<b>\$ 198,185</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 4,000	4,000		
Photocopying	\$ -	-		
Program Supplies	\$ 80,000	80,000		
Computer Hardware/Software	\$ 10,475	\$ 10,475		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 94,475</b>	<b>\$ 94,475</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 2,694	\$ 2,694		
Insurance	\$ 20,000	\$ 20,000		
Professional License	\$ 17,000	\$ 17,000		
Permits	\$ -	-		
Equipment Lease & Maintenance	\$ 8,000	\$ 8,000		
<b>General Operating Total:</b>	<b>\$ 47,694</b>	<b>\$ 47,694</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ 2,000	\$ 2,000		
Out-of-Town Travel	\$ -	-		
Field Expenses	\$ -	-		
<b>Staff Travel Total:</b>	<b>\$ 2,000</b>	<b>\$ 2,000</b>	<b>\$ -</b>	<b>\$ -</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)				
Medical Director: Alexis Williams MD. (7/1/22-6/30/23)Administer medical services, plan & supervise treatment. The hourly rate is \$125, with an average of 416 hours provided during the fiscal year. (\$125 x 416) = \$52,000	\$ 52,000	\$ 52,000		
Medical Director: Catherine Olson MD. (7/1/22-6/30/23), Administer medical services, plan & supervise treatment. The hourly rate is \$125, with an average of 416 hours provided during the fiscal year. (\$125 x 416) = \$52,000	\$ 52,000	\$ 52,000		
<b>Consultant/Subcontractor Total:</b>	<b>\$ 104,000</b>	<b>\$ 104,000</b>	<b>\$ -</b>	<b>\$ -</b>
Other (provide detail):	\$ -	-		
Security	\$ 40,000	\$ 40,000		
	\$ -	-		
<b>Other Total:</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 486,354</b>	<b>\$ 486,354</b>	<b>\$ -</b>	<b>\$ -</b>

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

DHCS Legal Entity Number 00341		Appendix Number B-2	
Provider Name Bayview Hunters Point Foundation		Page Number 5	
Provider Number 383816		Fiscal Year 2022-2023	
Contract ID Number 1000008696		Funding Notification Date 04/05/22	
Program Name		Jail Methadone Courtesy Dosing	
Program Code		89163	
Mode/SFC (MH) or Modality (SUD)		NTP-41	
Service Description		SA-Narcotic Tx Prog OP Meth Detox (OMD)	
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/22-06/30/23	
<b>FUNDING USES</b>			<b>TOTAL</b>
Salaries & Employee Benefits	\$ 274,363		\$ 274,363
Operating Expenses	\$ 41,771		\$ 41,771
Capital Expenses			\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 316,134</b>	<b>\$ -</b>	<b>\$ 316,134</b>
Indirect Expenses	\$ 47,420		\$ 47,420
Indirect %	15.0%	0.0%	15.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 363,554</b>	<b>\$ -</b>	<b>\$ 363,554</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>			
			\$ -
			\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BHS SUD FUNDING SOURCES</b>			
	Dept-Auth-Proj-Activity		
SUD County General Fund	240646-10000-10001681-0003	\$ 363,544	\$ 363,544
			\$ -
			\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>		<b>\$ 363,544</b>	<b>\$ -</b>
<b>OTHER DPH FUNDING SOURCES</b>			
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 363,544</b>	<b>\$ -</b>
<b>NON-DPH FUNDING SOURCES</b>			
			\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>363,544</b>	<b>-</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
	Payment Method	Cost Reimbursement (CR)	
	DPH Units of Service	24,798	
	Unit Type	Slot days	
	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 14.66	
	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 14.66	
	Published Rate (Medi-Cal Providers Only)		<b>Total UDC</b>
	Unduplicated Clients (UDC)	66	66

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Contract ID Number 1000008696  
 Program Name Jail Methadone Courtesy Dosing  
 Program Code 89163

Appendix Number B-2  
 Page Number 6  
 Fiscal Year 2022-2023  
 Funding Notification Date 04/05/22

	TOTAL		240646-10000-10001681-0003					
Funding Term	07/01/22-06/30/23		07/01/22-06/30/23					
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director of SUDS	0.25	\$ 23,250	0.25	23,250				
Administrative Program Manager	0.20	\$ 11,336	0.20	11,336				
Medical Records/ Billing Technician	0.25	\$ 12,480	0.25	12,480				
LVN/ Coordinator	0.40	\$ 33,280	0.40	33,280				
Dispensing Nurse (LVN)	1.00	\$ 62,400	1.00	62,400				
Senior Director of MHS	0.08	\$ 9,200	0.08	9,200				
Dispensing Nurse	1.00	\$ 62,400	1.00	62,400				
<b>Totals:</b>	<b>3.18</b>	<b>\$ 214,346</b>	<b>3.18</b>	<b>\$ 214,346</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>
<b>Employee Benefits:</b>	<b>28%</b>	<b>\$ 60,017</b>	<b>28%</b>	<b>\$ 60,017</b>	<b>0.00%</b>		<b>0.00%</b>	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 274,363</b>		<b>\$ 274,363</b>		<b>\$ -</b>		<b>\$ -</b>

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000008696Program Name Jail Methadone Courtesy DosingProgram Code 89163Appendix Number B-2Page Number 7Fiscal Year 2022-2023Funding Notification Date 04/05/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003		
<b>Funding Term</b>	07/01/22-06/30/23	07/01/22-06/30/23		
Rent	\$ -	\$ -		
	\$ -			
Utilities (telephone, electricity, water, gas)	\$ 12,000	\$ 12,000		
Building Repair/Maintenance	\$ 4,000	\$ 4,000		
<b>Occupancy Total:</b>	<b>\$ 16,000</b>	<b>\$ 16,000</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 1,637	\$ 1,637		
Photocopying	\$ -			
Program Supplies	\$ 9,431	\$ 9,431		
Computer Hardware/Software	\$ 2,871	\$ 2,871		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 13,939</b>	<b>\$ 13,939</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 832	\$ 832		
Insurance	\$ 6,000	\$ 6,000		
Professional License	\$ 2,000	\$ 2,000		
Permits	\$ -			
Equipment Lease & Maintenance	\$ 2,000	\$ 2,000		
<b>General Operating Total:</b>	<b>\$ 10,832</b>	<b>\$ 10,832</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ 1,000	\$ 1,000		
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
<b>Staff Travel Total:</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ -</b>	<b>\$ -</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -			
	\$ -			
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Other (provide detail):	\$ -			
	\$ -			
	\$ -			
<b>Other Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 41,771</b>	<b>\$ 41,771</b>	<b>\$ -</b>	<b>\$ -</b>



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

Contractor Name	<u>Bayview Hunters Point Foundation</u>	Page Number	<u>8</u>
Contract ID Number	<u>1000008696</u>	Fiscal Year	<u>2022-2023</u>
		Funding Notification Date	<u>4/5/22</u>

**1. SALARIES & EMPLOYEE BENEFITS**

Position Title	FTE	Amount
Executive Director	0.20	\$ 44,748
	-	\$ -
AR Accountant	0.20	\$ 14,000
HR Director	0.15	\$ 22,500
QA Director	0.15	\$ 13,500
Deputy Director	0.15	\$ 22,500
Subtotal:	0.85	\$ 117,248
Employee Benefits:	28%	\$ 32,829
<b>Total Salaries and Employee Benefits:</b>		\$ 150,077

**2. OPERATING COSTS**

Expenses (Use expense account name in the ledger.)	Amount
Office Rent	\$ 29,711
Supplies	\$ 13,800
Accounting	\$ 26,812
Audit fees	\$ 19,116
Insurance	\$ 13,090
<b>Total Operating Costs</b>	\$ 102,529
<b>Total Indirect Costs</b>	\$ 252,606

## **APPENDIX D**

### **Data Access and Sharing Terms**

#### **Article 1 Access**

##### **1.1 Revision to Scope of Access (RSA):**

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

##### **1.2 Primary and Alternate Agency Site Administrator.**

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

1.2.1 Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;

1.2.2 Communicating with the SFDPH IT Service Desk;

1.2.3 Providing Agency Data User(s) details to the City;

1.2.4 Ensuring that Agency Data User(s) complete required SFDPH trainings annually;

1.2.5 Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and

1.2.6 Provisioning and deprovisioning Agency Data Users as detailed herein. To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, [dph.helpdesk@sfdph.org](mailto:dph.helpdesk@sfdph.org).

##### **1.3 SFDPH IT Service Desk.**

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

##### **1.4 Deprovisioning Schedule.**

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

##### **1.5 Active Directory.**

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

##### **1.6 Role Based Access.**

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

**1.7 Training Requirements.**

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

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

**1.8 Agency Data User Confidentiality Agreement.**

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

**1.9 Corrective Action.**

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

**1.10 User ID and Password.**

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

**1.11 Notification of Compromised Password.**

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

**1.12 Multi Factor Authentication.**

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

**1.13 Qualified Personnel.**

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

**1.14 Workstation/Laptop encryption.**

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

**1.15 Server Security.**

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

**1.16 Removable media devices.**

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

**1.17 Antivirus software.**

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

**1.18 Patch Management.**

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

**1.19 System Timeout.**

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

**1.20 Warning Banners.**

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

**1.21 Transmission encryption.**

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

**1.22 No Faxing/Mailing.**

City Data may not be faxed or mailed.

**1.23 Intrusion Detection.**

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

of the City.

**1.24 Security of PHI.**

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

#### **1.25 Data Security and City Data**

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

#### **1.26 Data Privacy and Information Security Program.**

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

#### **1.27 Disaster Recovery.**

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

#### **1.28 Supervision of Data.**

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

#### **1.29 As Is Access.**

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

### **1.30 No Technical or Administrative Support.**

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

### **1.31 City Audit of Agency and Agency Data Users.**

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

### **1.32 Minimum Necessary.**

Agency and each Agency Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Agency and each Agency Data User shall access patient information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

### **1.33 No Re-Disclosure or Reporting.**

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

### **1.34 Health Information Exchange.**

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

### **1.35 Subcontracting.**

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data

breach in the same manner in which Agency would be so obligated, (2) provide cyber and technology errors and omissions insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

## **Article 2 Indemnity**

### **2.1 Medical Malpractice Indemnification.**

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

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

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

## **Article 3 Proprietary Rights and Data Breach**

### **3.1 Ownership of City Data.**

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

### **3.2 Data Breach; Loss of City Data.**

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

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

- ii. any action pertaining to a breach required by applicable federal and state laws.

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

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

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

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

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

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

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



### 3.3 **Media Communications**

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

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

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

**A. SFDPH Care Link Requirements:**

**1. Connectivity.**

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

**2. Compliance with Epic Terms and Conditions.**

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

**3. Epic-Provided Terms and Conditions**

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

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

**A. SFDPH Epic Hyperspace and Epic Hyperdrive:**

**1. Connectivity.**

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

associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

**2. Application For Access and Compliance with Epic Terms and Conditions.**

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

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

**A. SFDPH myAvatar via WebConnect and VDI:**

**1. Connectivity.**

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

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

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

**3. Access Control.**

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Each user is unique and agrees not to share accounts or passwords.
- c. Applicants must complete the myAvatar Account Request Form found at [https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar\\_Account\\_Request\\_Form.pdf](https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf)
- d. Applicants must complete the credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.
- e. Applicants must complete myAvatar Training.
- f. Level of access is based on "Need to Know", job duties and responsibilities.

**Attachment 2 to Appendix D**

**Protected Information Destruction Order  
Purge Certification - Contract ID # 1000008696**

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated 7/1/17 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

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

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

\*\*\*\*\*

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

**So Certified**

\_\_\_\_\_  
Signature

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

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



## San Francisco Department of Public Health

## Business Associate Agreement

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

**RECITALS**

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

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

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

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

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

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

**1. Definitions.**

**a. Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

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



## San Francisco Department of Public Health

## Business Associate Agreement

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

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

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

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

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

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

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

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

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

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



## San Francisco Department of Public Health

## Business Associate Agreement

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

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

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

## 2. Obligations of Business Associate.

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

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

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

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



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

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

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

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

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





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

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

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

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

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



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

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

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

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

### 3. Termination.

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

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



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**c. Effect of Termination.** Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

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

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

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

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

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

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

APPENDIX E



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

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

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

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

## **Appendix F**

### **Invoice**

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

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

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

**Appendix J****SUBSTANCE USE DISORDER SERVICES**  
such as  
**Drug Medi-Cal,**  
**Federal Substance Abuse Block Grant (SABG),**  
**Organized Delivery System (DMC-ODS)**  
**Primary Prevention or**  
**State Funded Services**

The following laws, regulations, policies/procedures and documents are hereby incorporated by reference into this Agreement as though fully set forth therein.

Drug Medi-Cal (DMC) services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&IC), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1, and Part 438 of the Code of Federal Regulations, hereinafter referred to as 42 CFR 438.

The City and County of San Francisco and the provider enter into this Intergovernmental Agreement by authority of Title 45 of the Code of Federal Regulations Part 96 (45 CFR Part 96), Substance Abuse Block Grants (SABG) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. SABG recipients must adhere to Substance Abuse and Mental Health Administration's (SAMHSA) National Outcome Measures (NOMs).

The objective is to make substance use treatment services available to Medi-Cal and other non-DMC beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act and the SABG for reimbursable covered services rendered by certified DMC providers.

**Reference Documents**

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Block Grant Requirements

<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations

<https://www.law.cornell.edu/cfr/text/42/part-54>

Document 1C: Driving-Under-the-Influence Program Requirements

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)

<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)

[http://www.dhcs.ca.gov/provgovpart/Pages/Facility\\_Certification.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx)

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995

Document 2C: Title 22, California Code of Regulations

<http://ccr.oal.ca.gov>

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)

[http://www.dhcs.ca.gov/services/adp/Documents/DMCA\\_Drug\\_Medi-Cal\\_Certification\\_Standards.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf)

Document 2F: Standards for Drug Treatment Programs (October 21, 1981)

[http://www.dhcs.ca.gov/services/adp/Documents/DMCA\\_Standards\\_for\\_Drug\\_Treatment\\_Programs.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf)

Document 2G Drug Medi-Cal Billing Manual

[http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC\\_Billing\\_Manual%20FINAL.pdf](http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf)

Document 2K: Multiple Billing Override Certification (MC 6700)

Document 2L(a): Good Cause Certification (6065A)

Document 2L(b): Good Cause Certification (6065B)

Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement

Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)

Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)

Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)

Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)

Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)

Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (form and instructions)

Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)

Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)

Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)

Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs  
<http://www.calregs.com>

Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors  
<http://www.calregs.com>

Document 3J: CalOMS Treatment Data Collection Guide  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_Tx\\_Data\\_Collection\\_Guide\\_JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15  
[http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx)

Document 3S CalOMS Treatment Data Compliance Standards

Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards  
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>

Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS100224A)

Document 5A : Confidentiality Agreement

**FOR CONTRACTS WITH DRUG MEDI-CAL, FEDERAL SAPT OR STATE FUNDS:**

**I. Subcontractor Documentation**

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within



ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by DHCS.

## **Records**

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance. Contractor will make these records available to State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowability, and allocability of costs incurred by Contractor.

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.
2. Providers shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
5. Provider's shall require that all subcontractors comply with the requirements of this Section A.
6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.  
  
If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.
7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

## II Patient Record Retention

Provider agrees to establish, maintain, and update as necessary, an individual patient record for each beneficiary admitted to treatment and receiving services.

Drug Medi-Cal contracts are controlled by applicable provisions of: (a) the W&I, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

Established by DMC status and modality of treatment, each beneficiary's individual patient record shall include documentation of personal information as specified in either AOD Standards; Title 22; and Title 9. Contractor agrees to maintain patient records in accordance with the provision of treatment regulations that apply.

Providers, regardless of DMC certification status, shall maintain all of the documentation in the beneficiary's individual patient record for a minimum of seven (7) years from the date of the last face-to-face contact between the beneficiary and the provider.

In addition providers shall maintain all of the documentation that the beneficiary met the requirements for good cause specified in Section 51008.5, where the good cause results from beneficiary-related delays, for a minimum of seven (7) years from the date of the last face-to-face contact. If an audit takes place during the three year period, the contractor shall maintain records until the audit is completed.

## III. Control Requirements

1) Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its providers to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its contractors for any failure to comply with these requirements:

- a) HSC, Division 10.5, commencing with Section 11760;
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- c) Government Code Section 16367.8;
- d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;

- f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- h) Title 42, CFR, Sections 8.1 through 8.6;
- i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)
- K) Medi-Cal Eligibility Verification  
<http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx>

Providers shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

- 2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.
- 3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SABG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.
- 4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:
  - a) Document 1C, Driving-Under-the-Influence Program Requirements;

C. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law(Chapter 40, Statutes of 2011 and Chapter 13, Statutes of 2011, First ExtraordinarySession), providers that provide Women and Children’s Residential TreatmentServices shall comply with the program requirements (Section 2.5, RequiredSupplemental/Recovery Support Services) of the Substance Abuse and Mental HealthServices Administration’s Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <http://www.samhsa.gov/grants/grantannouncements/ti-14-005>.

#### **IV Provider’s Agents and Subcontractors**

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each

subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:

- i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
- ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

## **V Breaches and Security Incidents**

During the term of this Agreement, Provider agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

### **a. Initial Notice to the Department**

(1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.

(2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of provider.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov)). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

**b. Investigation and Investigation Report.**

To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Provider shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

**c. Complete Report.**

To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, provider shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, provider needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case provider shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

**d. Responsibility for Reporting of Breaches**

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors, provider is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, provider shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to provider, provider shall notify the Department, and the Department and provider may take appropriate action to prevent duplicate reporting.

**e. Responsibility for Notification of Affected Individuals**

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, provider shall bear all costs of such notifications as well as any costs associated with the breach. In

addition, the Department reserves the right to require provider to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

**f. Department Contact Information**

To direct communications to the above referenced Department staff, the provider shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the provider. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

**VI Additional Provisions for Substance Abuse Block Grant (SABG)**

**A. Additional Intergovernmental Agreement Restrictions**

This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner including, but not limited to, 42 CFR 438.610(c)(3).

**B. Nullification of DMC Treatment Program SUD services (if applicable)**

The parties agree that if the Contractor fails to comply with the provisions of W&I Code, Section 14124.24, all areas related to the DMC Treatment Program SUD services shall be null and void and severed from the remainder of this Intergovernmental Agreement. In the event the DMC Treatment Program Services component of this Intergovernmental Agreement becomes null and void, an updated Exhibit B, Attachment I shall take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Intergovernmental Agreement. All other requirements and conditions of this Intergovernmental Agreement shall remain in effect until amended or terminated.

**C. Hatch Act**

Provider agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**D. No Unlawful Use or Unlawful Use Messages Regarding Drugs**

Provider agrees that information produced through these funds, and which pertains to drug and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC

Section 11999-11999.3). By signing this Intergovernmental Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.

**E. Noncompliance with Reporting Requirements**

Provider agrees that DHCS has the right to withhold payments until provider has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

**F. Debarment and Suspension**

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

**G. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

None of the funds made available through this Intergovernmental Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

**H. Restriction on Distribution of Sterile Needles**

No Substance Abuse Block Grant (SABG) funds made available through this Intergovernmental Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

**I. Health Insurance Portability and Accountability Act (HIPAA) of 1996**

If any of the work performed under this Intergovernmental Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, DHCS and provider shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

**1) Trading Partner Requirements**

a) No Changes. Provider hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))

b) No Additions. Provider hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))

c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c))

d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

## **2) Concurrence for Test Modifications to HHS Transaction Standards**

Provider agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Provider agrees that it shall participate in such test modifications.

## **3) Adequate Testing**

Provider is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Provider has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

## **4) Deficiencies**

The Provider agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the provider is acting as a clearinghouse for that provider. If the provider is a clearinghouse, the provider agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

## **5) Code Set Retention**

Both Parties understand and agree to keep open code sets being processed or used in this Intergovernmental Agreement for at least the current billing period or any appeal period, whichever is longer.

## **6) Data Transmission Log**

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Intergovernmental Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer



media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

**I. Nondiscrimination and Institutional Safeguards for Religious Providers**

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

**J. Counselor Certification**

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

**K. Cultural and Linguistic Proficiency**

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Intergovernmental Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).

**L. Intravenous Drug Use (IVDU) Treatment**

Provider shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo SUD treatment (42 USC 300x-23 and 45 CFR 96.126(e)).

**M. Tuberculosis Treatment**

Provider shall ensure the following related to Tuberculosis (TB):

- 1) Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse;
- 2) Reduce barriers to patients' accepting TB treatment; and,
- 3) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

**N. Trafficking Victims Protection Act of 2000**

Provider and its subcontractors that provide services covered by this Intergovernmental Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

**O. Tribal Communities and Organizations**

Provider shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being

reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the Provider's county.

**P. Participation of County Behavioral Health Director's Association of California.**

1) The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

2) The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

**Q. Youth Treatment Guidelines**

Provider shall follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Intergovernmental Agreement is required for new guidelines to be incorporated into this Intergovernmental Agreement.

**R. Perinatal Services Network Guidelines**

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment. Contractor receiving SABG funds must adhere to the Perinatal Services Network Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

**S. Restrictions on Grantee Lobbying – Appropriations Act Section 503**

1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

**T. Byrd Anti-Lobbying Amendment (31 USC 1352)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**U. Nondiscrimination in Employment and Services**

By signing this Intergovernmental Agreement, provider certifies that under the laws of the United States and the State of California, incorporated into this Intergovernmental Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.

**V. Federal Law Requirements:**

- 1) Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- 2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
- 3) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- 4) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- 5) Age Discrimination in Employment Act (29 CFR Part 1625).
- 6) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- 7) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- 8) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- 9) Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- 10) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

11) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

12) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

13) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

**W. State Law Requirements:**

1) Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).

2) Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3) Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

4) No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5) Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Intergovernmental Agreement or terminate all, or any type, of funding provided hereunder.

**X. Additional Contract Restrictions**

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

**Y. Information Access for Individuals with Limited English Proficiency**

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials plaining

services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

## **Z. Investigations and Confidentiality of Administrative Actions**

1) Provider acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

2) Provider shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

W. This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner.

### **A1. Subcontract Provisions**

Provider shall include all of the foregoing provisions in all of its subcontracts.

### **B1. Conditions for Federal Financial Participation**

1) Provider shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

2) Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

a) Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;

b) Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or

c) Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:

i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or

ii. An entity that would provide those services through an excluded individual or entity.

**Providers shall include the following requirements in their subcontracts with providers:**

1. In addition to complying with the sub contractual relationship requirements set forth in Article II.E.8 of this Agreement, the Contractor shall ensure that all subcontracts require that the Contractor oversee and is held accountable for any functions and responsibilities that the Contractor delegates to any subcontractor.

**2. Each subcontract shall:**

i. Fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract.

ii. Ensure that the Contractor evaluates the prospective subcontractor's ability to perform the activities to be delegated.

iii. Require a written agreement between the Contractor and the subcontractor that specifies the activities and report responsibilities delegated to the subcontractor; and provides for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.

iv. Ensure that the Contractor monitor the subcontractor's performance on an ongoing basis and subject it to an annual onsite review, consistent with statutes, regulations, and Article III.PP.

v. Ensure that the Contractor identifies deficiencies or areas for improvement, the subcontractor shall take corrective actions and the Contractor shall ensure that the subcontractor implements these corrective actions.

**3. The Contractor shall include the following provider requirements in all subcontracts with providers:**

i. Culturally Competent Services: Providers are responsible to provide culturally competent services. Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services shall be available for beneficiaries, as needed.

ii. Medication Assisted Treatment: Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.

iii. Evidence Based Practices (EBPs): Providers will implement at least two of the following EBPs based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The state will monitor the implementation and regular training of EBPs to staff during reviews.

**The required EBPs include:**

a. Motivational Interviewing: A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.

b. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

c. Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.

d. Trauma-Informed Treatment: Services shall take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.

e. Psycho-Education: Psycho-educational groups are designed to educate beneficiaries about substance abuse, and related behaviors and consequences. Psychoeducational groups provide information designed to have a direct application to beneficiaries' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

**iv. Timely Access: (42 CFR 438.206(c) (1) (i))**

(1) The Provider must comply with Contractor's standards for timely access to care and services, taking into account the urgency of the need for services:

(a) Provider must complete Timely Access Log for all initial requests of services.

(b) Provider must offer outpatient services within 10 business days of request date (if outpatient provider).

(c) Provider must offer Opioid Treatment Services (OTP) services within 3 business days of request date (if OTP provider).

(d) Provider must offer regular hours of operation.

(2) The Contractor will establish mechanisms to ensure compliance by provider and monitor regularly.

(3) If the Provider fails to comply, the Contractor will take corrective action.

**C1. Beneficiary Problem Resolution Process**

1. The Contractor shall establish and comply with a beneficiary problem resolution process.

2. Contractor shall inform subcontractors and providers at the time they enter into a subcontract about:

i. The beneficiary's right to a state fair hearing, how to obtain a hearing and the representation rules at the hearing.

ii. The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.

iii. The beneficiary's right to give written consent to allow a provider, acting on behalf of the beneficiary, to file an appeal. A provider may file a grievance or request a state fair hearing on behalf of a beneficiary, if the state permits the provider to act as the beneficiary's authorized representative in doing so.

iv. The beneficiary may file a grievance, either orally or in writing, and, as determined by DHCS, either with DHCS or with the Contractor.

v. The availability of assistance with filing grievances and appeals.

vi. The toll-free number to file oral grievances and appeals.

vii. The beneficiary's right to request continuation of benefits during an appeal or state fair hearing filing although the beneficiary may be liable for the cost of any continued benefits if the action is upheld.

viii. Any state determined provider's appeal rights to challenge the failure of the Contractor to cover a service.

3. The Contractor shall represent the Contractor's position in fair hearings, as defined in 42 CFR 438.408 dealing with beneficiaries' appeals of denials, modifications, deferrals or terminations of covered services. The Contractor shall carry out the final decisions of the fair hearing process with respect to issues within the scope of the Contractor's responsibilities under this Agreement. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a fair hearing decision.

i. Pursuant to 42 CFR 438.228, the Contractor shall develop problem resolution processes that enable beneficiary to request and receive review of a problem or concern he or she has about any issue related to the Contractor's performance of its duties, including the delivery of SUD treatment services.

4. The Contractor's beneficiary problem resolution processes shall include:

i. A grievance process;

ii. An appeal process; and,

iii. An expedited appeal process.

## **Additional Provisions DMC-ODS**

### **1. Additional Intergovernmental Agreement Restrictions**

i. This Agreement is subject to any additional restrictions, limitations, conditions, or statutes enacted or amended by the federal or state governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

### **2. Voluntary Termination of DMC-ODS Services**

i. The Contractor may terminate this Agreement at any time, for any reason, by giving 60 days written notice to DHCS. The Contractor shall be paid for DMC-ODS services provided to beneficiaries up to the date of termination. Upon termination, the Contractor shall immediately begin providing DMC services to beneficiaries in accordance with the State Plan.



### 3. Notification of DMC-ODS Services

- i. The parties agree that failure of the Contractor, or its subcontractors, to comply with W&I section 14124.24, the Special Terms and Conditions, and this Agreement, shall be deemed a breach that results in the termination of this Agreement for cause.
- ii. In the event of a breach, the DMC-ODS services shall terminate. The Contractor shall immediately begin providing DMC services to the beneficiaries in accordance with the State Plan.

### 4. Subcontract Termination - Intergovernmental Agreement Exhibit A, Attachment I, III, JJ, 1

- I. The Contractor shall notify the Department of the termination of any subcontractor with a certified provider, and the basis for termination of the subcontractor, within two business days. The Contractor shall submit the notification by secure, encrypted email to: [SUDCountyReports@dhcs.ca.gov](mailto:SUDCountyReports@dhcs.ca.gov).
- II. BHS shall notify the DHCS of the termination of any subcontractor with a certified provider, and the basis for termination of the subcontractor, within two business days. The Contractor shall submit the notification by secure, encrypted email to: [SUDCountyReports@dhcs.ca.gov](mailto:SUDCountyReports@dhcs.ca.gov).
- III. BHS shall notify the DHCS-PED by email at [DHCSDMCRecert@dhcs.ca.gov](mailto:DHCSDMCRecert@dhcs.ca.gov) within two business days of learning that a contractor's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS. The Contractor shall submit the notification by secure email.