

File No. 231151

Committee Item No. 17

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date December 6, 2023

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- Original Agreement 7/1/2018
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- DPH Presentation 12/6/2023
- _____
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Completed by: Brent Jalipa Date December 1, 2023

Completed by: Brent Jalipa Date _____

1 [Contract Amendment - Latino Commission - Substance Use Disorder Treatment Services -
2 Not to Exceed \$17,598,422]

3 **Resolution approving Amendment No. 2 to the Agreement between Latino Commission**
4 **and the Department of Public Health (DPH), for substance use disorder treatment**
5 **services; to increase the agreement by \$7,934,917 for a total amount not to exceed**
6 **\$17,598,422; to extend the term by three years and six months from December 31, 2023,**
7 **for a total agreement term of July 1, 2018, through June 30, 2027; and to authorize DPH**
8 **to enter into amendments or modifications to the contract prior to its final execution by**
9 **all parties that do not materially increase the obligations or liabilities to the City and are**
10 **necessary to effectuate the purposes of the contract or this Resolution.**

11
12 WHEREAS, The Department of Public Health (DPH), selected Latino Commission
13 through a Request for Proposals process, RFP 26-2016, issued on September 27, 2016, to
14 provide substance use disorder treatment services; and

15 WHEREAS, DPH entered into an original agreement with Latino Commission on July 1,
16 2018, with the term of July 1, 2018, through June 30, 2022, in an amount not to exceed
17 \$6,096,595; and

18 WHEREAS, DPH amended the agreement between DPH and Latino Commission on
19 May 1, 2022, to extend the term for one year and six months from June 30, 2022, through
20 December 31, 2023, adding \$3,566,910, for an amount not to exceed \$9,663,505; and

21 WHEREAS, DPH wishes to amend the agreement to continue providing substance use
22 disorder treatment services, by extending the term by three years and six months, from
23 December 31, 2023, through June 30, 2027, increasing the contract by \$7,934,917 for a total
24 contract amount not to exceed \$17,598,422 and for a total agreement term of July 1, 2018,
25 through June 30, 2027; now, therefore, be it

<p>Item 17 File 23-1151</p>	<p>Department: Department of Public Health</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve Amendment No. 2 to the Substance Use Disorder (SUD) treatment contract between the Department of Public Health (DPH) and Latino Commission, extending the term by three years through June 2027 and increasing the not-to-exceed amount by \$7,934,917, for a total not to exceed \$17,598,422. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • In 2018, following a Request for Proposals (RFP) process, DPH awarded a SUD treatment services contract to Latino Commission for a term of four years and an amount not to exceed \$6,095,595. In May 2022, DPH amended the agreement to extend the term by eighteen months and increase the not-to-exceed amount by \$3,566,910, for a total not to exceed \$9,663,505. • Latino Commission provides the following services under the contract: (1) Perinatal residential treatment services; (2) Residential treatment services; (3) Residential Step-Down (RSD) services; and (4) outpatient treatment services. Between the four programs, Latino Commission services approximately 70 unduplicated clients annually. • The FY 2021-22 performance monitoring reports completed by DPH indicate substandard performance of meeting program deliverables for three out of four programs due to challenges related to the pandemic. FY 2022-23 performance data indicates that only one program continues to need improvement meeting DPH standards. There were no findings in recent fiscal monitoring reports. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • Annual program spending is approximately \$2 million. • The contract is funded 76 percent by the City, 18 percent by federal sources, and 7 percent by state funding. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

Procurement

In 2016, the Department of Public Health (DPH) issued a Request for Proposals (RFP) for programs treating Substance Use Disorder (SUD) for all ages at all levels of care.¹ The RFP stated that contracts would be for an initial term of five years, beginning July 1, 2017, through June 2022. Furthermore, DPH would have the option of executing a five-year extension through June 2027 based on program performance and available annual funding.

DPH evaluated a total of 39 proposals submitted by 20 organizations in a three-step review process. All proposals were ultimately recommended for funding. Applicants were assessed on the merits of meeting minimum agency requirements, financial solvency, and programmatic structure appropriate to the provided level of care.² As part of the third and final review phase, community members with expertise in SUD treatment services formed technical review panels according to treatment modalities and scored proposals out of 100 points.³ The scores for the four Latino Commission proposals are included in Exhibit 1 below.

Exhibit 1: Latino Commission's RFP Scores by Proposed Program

Treatment Category ^a	Average Panel Score (out of 100)	Rank within Category
Perinatal	73.43	3 rd (out of 3)
Outpatient	93.38	6 th (out of 13)
Residential (3.1)	84.36	5 th (out of 8)
Residential (3.5)	83.33	6 th (out of 8)

Source: RFP 26-2016 Selection Report Summary

^a Residential 3.1 treatment is clinically managed low-intensity residential services. Residential 3.5 is clinically managed high-intensity residential services.

¹ The RFP included the following American Society of Addiction Medicine (ASAM) levels of care: (1) Opioid treatment programs or outpatient services; (2) Intensive outpatient services; and (3) Clinically managed low intensity residential services, clinically managed high-intensity residential services for those with cognitive or other impairments, or clinically managed high-intensity residential services.

² Minimum agency requirements addressed in the RFP included Drug Medi-Cal certification, harm reduction requirements, cultural and linguistic competency, priority service populations and geographic service area, Americans with Disability Act compliance, financial management, and prior performance.

³ The four technical review panels were categorized by the following treatment modalities: perinatal and recovery track residence, outpatient, residential, and narcotic treatment.

Existing Contract

On July 1, 2018, DPH executed a contract with the Latino Commission for a term of four years, through June 2022. The total amount not-to-exceed in the agreement was \$6,096,595. DPH later amended the contract in May 2022 to extend the term for an additional 18 months, increasing the not-to-exceed amount by \$3,566,910 for a total not-to-exceed of \$9,663,505.⁴ The budget increase in Amendment No. 1 was predominantly due to an increase in staffing commitments across all three existing residential programs, and the addition of a separate outpatient program.⁵

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the second amendment to the Substance Use Disorder (SUD) services and support contract between the Department of Public Health (DPH) and Latino Commission, extending the term by three years and six months through June 2027, and increasing the agreement by \$7,934,917, for a total not-to-exceed amount of \$17,598,422. The proposed resolution would furthermore authorize DPH to enter into any amendments or modifications to the contract in consultation with the City attorney.

Services Provided

Under the proposed amendment contract, Latino Commission would continue to provide services through the following programs:

1. Casa Aviva Perinatal Residential: Provides residential and partial day SUD treatment services for pregnant/postpartum Latina women and their children. Participation in the program may either be voluntary or mandated by the courts and involve Child Protective Services. Clients are typically treated for 90 days. This program has six residential treatment slots and a projected unduplicated client count (UDC) of 18 if clients stay for 90 days each at 80% occupancy.
2. Casa Quetzal Residential: Provides residential treatment services for Latino men experiencing SUD. Program duration is for 90 days, with a one-time 90-day extension if medically necessary. This program has eight residential treatment slots and projected UDC of 24 if clients stay for 90 days each at 80% occupancy.
3. Casa Ollin Residential: Provides residential Recovery Step-Down (RSD) housing to Latino men in need of a stable living environment in support of their recovery, i.e., following a residential treatment program. Participants may enroll for up to 24 months. Participants are required to concurrently enroll in outpatient services while enrolled in the RSD program. Casa Ollin has 12 slots and a projected UDC of 24 if residents stay for 180 days each.

⁴ Neither the original agreement between DPH and the Latino Commission nor Amendment No. 1 to the contract were subject to Board of Supervisors' approval given the total not-to-exceed amount for both agreements did not meet the \$10 million threshold for Board approval. Approval for Amendment No. 1 was granted by the Civil Service Commission under PSC number 48652-16/17.

⁵ According to DPH Director Michelle Ruggels, clients who exit residential treatment and enter a residential step-down program are required to enroll in outpatient treatment. Latino Commission's fourth and newest program was initially added to fund the required outpatient component.

4. Entre Familia Outpatient Services: Provides outpatient services to the Latino men enrolled in the Casa Ollin RSD program to meet the RSD criteria. Participants receive services for 90 days and may be granted a one-time 90-day extension based on medical necessity. Participants who continue to show medical necessity may be granted a longer term to coincide with an extended RSD residence. The contract funds four outpatient slots to ensure sufficient capacity for residents of Casa Ollin, who may receive their mandatory outpatient services in another outpatient program outside of the Latino Commission.

All programs offer a service delivery method that emphasizes trauma-informed, culturally competent care that combines traditional and non-traditional interventions to address individual needs. Services rendered include crisis interventions, planning for housing and employment stability, individual and family counseling, patient education, support groups, and referrals outside the Latino Commission. Combined, the four programs are contracted to serve 70 unique clients, including 66 unique clients across the three residential programs and four clients under the outpatient program.⁶ The contract directly funds 19.78 full time equivalent (FTE) employees and rates for several subcontractors and consultants.⁷ The Latino Commission reports that 80% of their residential client graduates are hired on as direct support staff.

Performance Monitoring

In March 2023, the DPH Business Office, Office of Contract Compliance (BOCC) finalized its monitoring reports for all four Latino Commission programs for FY 2021-22. Monitoring reports are based off a site visit and comprehensive documentation review, and score programs according to program performance, program deliverables, program compliance, and client satisfaction. The scores for the Latino Commission are shown in Exhibit 2 below.

Exhibit 2: Latino Commission Monitoring Scores for FY 2021-2022

Program	Score and Assessment
Casa Ollin (Adult Male Residential)	82/85 = 96% = Commendable/exceeds expectations
Casa Quetzal (Adult Male Residential)	84/90 = 93% = Commendable/exceeds expectations
Casa Aviva (Perinatal Residential)	82/90 = 91% = Commendable/exceeds expectations
Entre Familia (Outpatient)	54/90 = 60% = Improvement needed/below standards

Source: DPH Monitoring Reports

Latino Commission’s three residential programs scored generally well and received overall commendations for program performance. However, each Latino Commission program aside from Casa Ollin (residential adult male) struggled to meet their program deliverables, which encompass units of service delivered and therefore unique clients served. The unit of service reflects either 1) one 24-hour day, multiplied by 365 days and number of program slots, and then adjusted by an assumed vacancy rate, or 2) one counseling session provided.

⁶ Given dual enrollment between the Latino Commission’s residential and outpatient programs, the true total number of unduplicated clients served by the agreement is unknown and less than the number stated in this report by up to four unduplicated clients.

⁷ According to the contract, the three residential Latino Commission programs solicit hourly services from a Medical Doctor, therapists, and a body healer.

Casa Quetzal and Casa Aviva residential programs delivered 61% and 56% of their respective units of service, which indicates that there were fewer residential treatment days used overall in FY 2021-2022 than projected. Entre Familia outpatient services provided only 30% of their units of service capacity. The monitoring report for Entre Familia also indicates that no case management services were provided over the review period, and the program's total units of service delivered for this review period were 5% less than what was reported in the previous fiscal year.

The FY 2021-22 monitoring reports indicate that the programs' poor rate of services rendered was due to disruptions from the pandemic and challenges faced by clients exiting jail. Expanding on this information, DPH Business Office Director Michelle Ruggels advised that during the pandemic, programs established health and safety measures that reduced overall capacity and ability to meet contracted units of service. Double room occupancy was reduced to single room occupancy, program admissions were reduced overall, isolation rooms were set aside for potential need, and group therapy sessions were discontinued in favor of individual therapy. Furthermore, Ms. Ruggels explained that during the pandemic, the Casa Quetzal program prioritized client referrals from jail. Many of these clients exited early as they were court ordered and did not want treatment.

Ms. Ruggels separately provided the BLA with Latino Commission's units of service delivered and unique clients served for FY 2022-23, shown in Exhibit 3 below.

Exhibit 3: Program Deliverable Data

Unduplicated Clients Program	FY 21-22		FY 22-23	
	Actual/Contracted	%	Actual/Contracted	%
Casa Aviva (Perinatal)	11/18	61	19/18	106
Casa Ollin (Residential)	22/24	92	19/24	79
Casa Quetzal (Residential)	28/24	117	25/24	104
Entre Familia (Outpatient)	4/4	100	3/4	75
Units of Service Program	FY 21-22		FY 22-23	
	Actual/Contracted	%	Actual/Contracted	%
Casa Aviva (Perinatal)	2,085/3,713	56	3,394/3,504	97
Casa Ollin (Residential)	3,408/3,504	99	1,684/1,968	86
Casa Quetzal (Residential)	2,808/4,640	61	2,446/4,640	53
Entre Familia (Outpatient)	249/832	30	545/700	78
Entre Familia (Outpatient) Prop C			690/975	71

^a Prop C funding added a SUD Navigator.

Source: DPH

For all programs but Casa Quetzal, the units of service delivered rates for FY 2022-23 are in line with standards set by DPH.⁸ In FY 2022-23 Casa Quetzal exceed its unduplicated client target.

⁸ DPH monitoring reports evaluate program deliverable rates at or above 71 percent as meeting expectations, between 51 and 70 percent as needing improvement, and below 51 percent as unacceptable.

Financial Monitoring

The Citywide Fiscal and Compliance Monitoring Program report for Latino Commission for FY 2022-23 did not produce any significant findings. Furthermore, BOCC reviewed Latino Commission's financial statements between FY 2014-15 and FY 2021-22 and determined that the organization was low risk.⁹

FISCAL IMPACT

The proposed Amendment No. 2 would increase the not-to-exceed amount of the agreement by \$7,934,917 for a total not to exceed of \$17,598,422. The actual and projected contract expenditures by year are shown in Exhibit 4 below. DPH advised that the State is behind in issuing instructions and settling annual cost reports, and therefore expenditures from 2019 onwards remain projected.

Exhibit 4: Annual Expenditures

FY 2018-19 (Actual)	\$486,337
FY 2019-20 (Actual + Projected)	1,735,492
FY 2020-21 (Actual + Projected)	1,797,922
FY 2021-22 (Actual + Projected)	1,860,192
FY 2022-23 (Actual + Projected)	2,012,340
FY 2023-24 (Jul-Dec 2023) (Projected)	777,947
Subtotal, Existing Term	\$8,670,230
FY 2023-24 (Jan-June 2024) (Projected)	1,285,336
FY 2024-25 (Projected)	2,126,163
FY 2025-26 (Projected)	2,227,156
FY 2026-27 (Projected)	2,332,946
Subtotal, Extended Term	\$7,971,600
Contingency (12% of Extended Term)	956,592
Total Existing & Extended Term	\$17,598,422

Source: Latino Commission BOS Fiscal Impact Report from DPH

The proposed contract includes a contingency of 12 percent of projected expenditures from January 2024 through June 2027, which accounts for escalation, new programs, and/or expansion of existing programs. The contract is financed through the City General Fund, including Our City, Our Home funding (76 percent), federal funding (18 percent), and state sources (seven percent).¹⁰ Exhibit 5 below shows the breakdown of funding sources and projected costs by program for FY 2024-25.

⁹ BOCC defines "low risk" agencies as those that have solid financials and the capacity to absorb some losses in unpredictable times.

¹⁰ The \$388,700 in Prop C funding across the entire proposed contract term is intended to support a SUD Navigator for the Entre Familia outpatient program, according to correspondence from DPH.

Exhibit 5: Sources & Uses for FY 2024-25

Sources	Amount
Federal Sources	\$266,958
State Sources	143,745
County Sources	1,715,460
Total Sources	\$2,126,163

Uses	
Entre Familia Outpatient	\$134,222
Casa Quetzal Residential Treatment Adult Male	607,772
Casa Ollin Residential Step-Down Adult Male	599,713
Aviva House Perinatal Residential Treatment	596,225
Cost of Doing Business Increase	188,231
Total Uses	\$2,126,163

Sources: DPH Fiscal Impact Report and Appendix B of the proposed contract

RECOMMENDATION

Approve the proposed resolution.

San Francisco Department of Public Health Division of Behavioral Health Services

Latino Commission

San Francisco Board Of Supervisors Budget & Finance Committee
December 6, 2023

Maximilian Rocha, LCSW
Director of Systems of Care
Behavioral Health Services
San Francisco Department of Public Health



San Francisco Health Network
Behavioral Health Services

Latino Commission Services

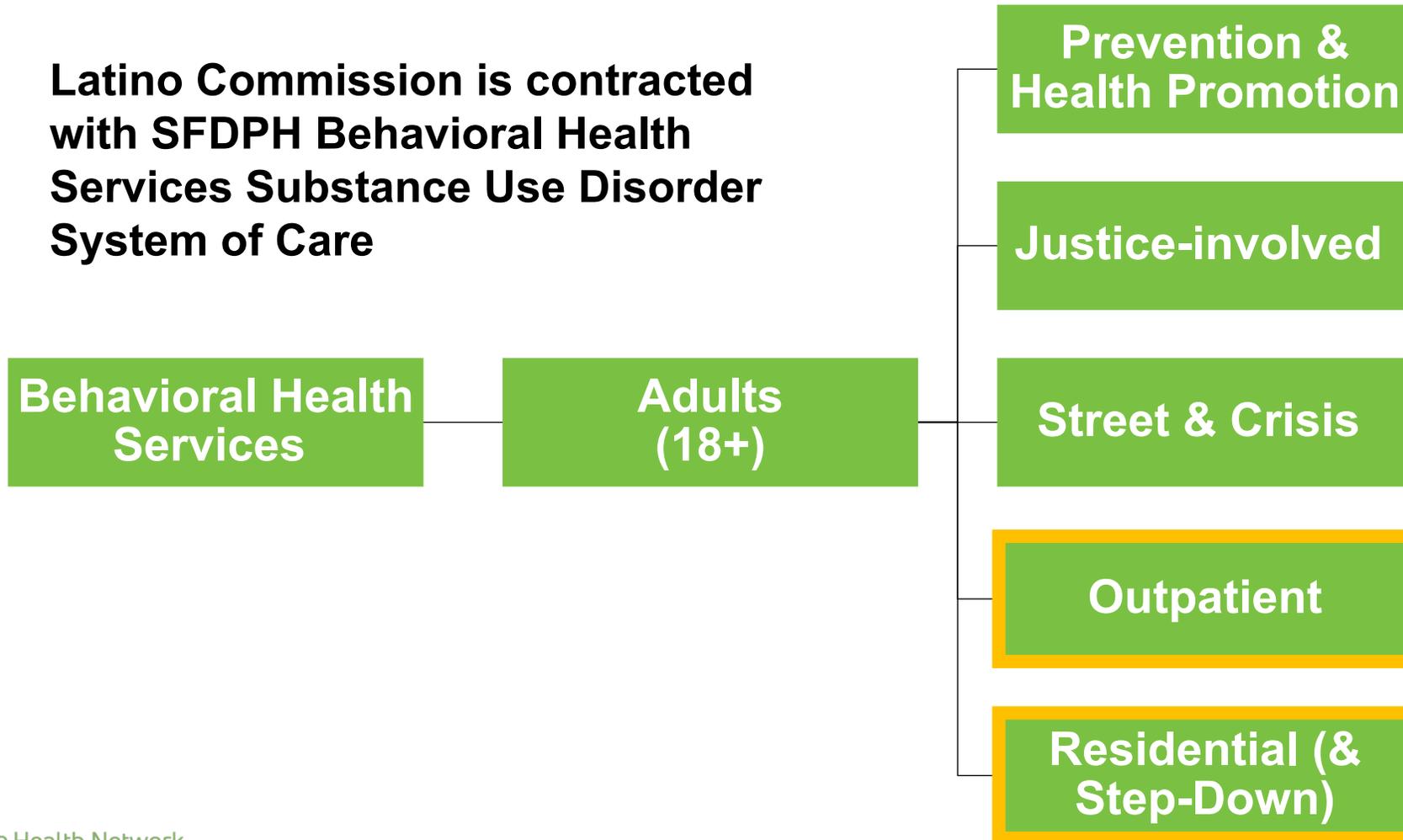
Under the proposed contract, **Latino Commission** would continue to provide:

- **Casa Aviva Perinatal Residential:** Substance use residential treatment (~90 days).
 - For: Pregnant/post-partum Latinas and other women of color and their children. Includes monolingual and bilingual Spanish speakers. (6 beds serving 18 clients/year)
- **Casa Quetzal Adult Male Residential:** Residential substance use treatment (~90 days).
 - For: Latino men needing with substance use treatment needs. (8 beds serving 24 clients/year)
- **Casa Ollin Adult Male Residential Step-Down:** Substance use residential step-down (up to 2 years). Participants are concurrently enrolled in outpatient treatment.
 - For: Latino men who have completed residential treatment. (12 beds serving 24 clients/year)
- **Entre Familia Outpatient:** Outpatient substance use treatment (transportation provided).
 - For: Latino individuals with substance use treatment needs. (4 clients/year)



Latino Commission Within the System of Care

Latino Commission is contracted with SFDPH Behavioral Health Services Substance Use Disorder System of Care



Latino Commission Service Details

- Services offered by these programs include crisis interventions, planning for housing and employment stability, individual and family counseling, patient education, support groups, and external referrals.
- **Focus:** These programs can provide services in Spanish, which is a critical resource.
- **Referrals:** Referrals into these residential treatment programs typically come from hospitals and jails.
- **Next steps:** Individuals who complete residential treatment are referred to residential step down and outpatient care.
 - For women completing Casa Aviva residential treatment, residential step-down is offered by other providers.
 - Residents may utilize outpatient treatment from other providers.
- **Within the system of care** these programs represent:
 - ~6% of all residential treatment beds (245 total) but include ~15% of all perinatal beds (41 total)
 - ~4 of all residential step-down (271 total)



Proposed Contract Amendment

- DPH requests approval of the proposed resolution.



Thank You



San Francisco Health Network
Behavioral Health Services

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

Second Amendment

THIS AMENDMENT (this “Amendment”) is made as of July 1, 2023, in San Francisco, California, by and between **Latino Commission** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-26-2016 issued on September 27, 2016 and this modification is consistent therewith; 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; and

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

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2018 as amended by the First Amendment dated May 1, 2022.

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

2.1 Term of the Agreement. *Section 2 Term of the Agreement currently reads as follows:*

2.1 The term of this Agreement shall commence on July 1, 2018 and expire on December 31, 2023, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2027, unless earlier terminated as otherwise provided herein.

2.2 *Section 3.3.1 currently reads 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 Six Hundred Sixty-Three Thousand Five Hundred Five Dollars (\$9,663,505)**. 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 **Seventeen Million Five Hundred Ninety-Eight Thousand Four Hundred Twenty-Two Dollars (\$17,598,422)**. 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. City will not honor minimum service order changes for any services covered by this agreement.

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

4.2. Qualified Personnel

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

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

4.3 Subcontracting.

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

4.3.2 The following are approved subcontractors: Luis Ciprez, Therapist; Eleana Coll, Thearpist; Rebecca Baculpo, Therapist; John Christian O’Neil, Medical Director; Akino Mineo-Aldis, Body Healer.

2.5 California Attorney General’s Registry of Charitable Trusts. *The following is hereby added to Article 11 of the Agreement.*

11.15 California Attorney General’s Registry of Charitable Trusts. If a Contractor is a non-profit entity, the Contractor represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts at the time of contract execution and for the duration of the agreement. Any failure by Contractor or any subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

2.6 Applicable Law. *The following is hereby added to Article 11 of the Agreement.*

11.16 Applicable Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California and City’s Charter. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court.

2.7 Business Associate Agreement: *The following is hereby added to Article 13 of the Agreement, replacing the previous Section 13.3 in its entirety:*

13.3 Business Associate Agreement. The parties acknowledge that City is a Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”).

The parties acknowledge that CONTRACTOR will:

1. Do **at least one** or more of the following:
 - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
 - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (8-3-2022)
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. **NOT** do any of the activities listed above in subsection 1;

Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

2.8 Appendices A and A-1 to A-4 dated 07/01/23 are hereby added to the Agreement for 2023-24.

2.9 Appendix B and B-1 to B-4 dated 07/01/23 are hereby added to the Agreement for 2023-24.

2.10 Appendix D dated 07/01/21 is hereby deleted and Appendix D dated 07/01/23 is hereby added to the Agreement for 2023-24.

2.11 Appendix E, BAA, dated 04/12/18 is hereby deleted and Appendix E, BAA dated 08/03/22 is hereby added to the Agreement for 2023-24.

2.12 Appendix F, Invoices, dated 07/01/23 are hereby added to the Agreement for 2023-24.

Article 4 Effective Date

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

Article 4 Legal Effect

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

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

CITY

Recommended by:

Grant Colfax
Director of Health
Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: _____
Charles L. Bruce
Deputy City Attorney

Approved:

Sailaja Kurella
Director, Office of Contract Administration, and
Purchaser

CONTRACTOR

Latino Commission

DocuSigned by:
Maria Newson 11/2/2023 | 11:24 AM PDT
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Maria Newson
Associate Director of Operations
1001 Sneath Lane, Suite #307
San Bruno, CA 94066

City Supplier ID:
0000016576

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Andrew Williams, Program Manager, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third-Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

In the provision of SERVICES under BHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by BHS, as applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

The detailed description of services is listed below and are attached hereto:

- Appendix A-1 – Casa Aviva Perinatal Residential
- Appendix A-2 – Casa Ollin Adult Male Residential
- Appendix A-3 – Casa Quetzal Adult Male Residential
- Appendix A-4 –Entre Familia Outpatient

3. Services Provided by Attorneys. Any services to be provided by a law firm or attorney to the City must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Contractor Name: Latino Commission
Program Name: Casa Aviva House Perinatal Residential

Appendix A1
Contract Term: 07/01/23 – 06/30/24
Funding Source: Perinatal/General Fund

Identifiers:

Program Name: Casa Aviva Perinatal Residential
1724 Bryant Street
San Francisco, CA 94110
Telephone: (415) 588-9125 Facsimile: (415) 588-9160
Website Address: thelatinocommission.org

Contractor Address: 1001 Sneath Lane, Suite 307
City, State, ZIP: San Bruno, CA 94066

Executive Director/Program Director: Debra Camarillo
Telephone: 650-244-1444
Email Address: debra.camarillo@thelatinocommission.org

Program Code(s): 3893AHR, 3893PNR

1. Nature of Document:

Original Amendment Two Request for Program Budget (RPB)#1

2. Goal Statement:

To provide residential as well as Overnight/Partial Day services for pregnant/post-partum Latina women and their children.

3. Target Population:

All ethnicities and populations in San Francisco with focused expertise to support the unique cultural needs of pregnant/postpartum Latinas and other women of color and their children who reside in San Francisco. This includes monolingual Spanish speakers or bilingual Spanish/English speakers and their children. While the Casa Aviva Perinatal Residential program welcomes and serves all ethnicities and populations, services are designed to meet the unique cultural and linguistic needs of Latinas and other women of color and their children who reside in San Francisco.

4. Modality(s)/Intervention(s)

UOS and UDC information is documented on Appendix B, CRDC page.

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5. **Methodology:**

A. Outreach, recruitment, promotion, and advertisement

Latino Commission's (LC) strategy to hire residential program graduates is consistent with peer support principles that include supporting clients in identifying how to access needed resources and advocating for clients, within the program and community; modeling healthy behavior in their own recovery and sharing their stories to inspire clients to achieve their goals; facilitating and encouraging change through realistic outcome driven goals that include education and skills building. Currently 80% of direct services staff are program graduates; the average number of years of experience of direct services staff members is 10 years; and LC has successfully engaged, treated, and transitioned its clients which is reflected in funding source annual monitoring reports that ranks our treatment programs as meeting and/or exceeding expectation standards

All LC positions have a corresponding position description that delineates duties and responsibilities, minimum qualifications, e.g., licenses, certifications, education, trainings, and other requirements. Only persons who at least meet minimum qualifications are interviewed and reference checks are conducted before an employment offer is made. Therefore, all professional and non-professional staff have the required experience and training necessary to perform the duties and responsibilities of the position for which they are hired.

B. Admission, enrollment and/or intake criteria and process where applicable

Persons enrolled in this treatment program must, in addition to being aged 18 to 65, and a resident of San Francisco, meet the following characteristics: 1) pregnant women and women with dependent children who are experiencing an involvement with addiction and/or drug related problems; and are willing to comply with the program's requirements are eligible for participation; and may be involved with CPS and court mandated. Certified SUD Counselor will conduct a preliminary intake and assessment process with each person. The focus of the intake/assessment process is to determine each person's strengths, co-occurring and mental health and substance abuse risk factors, and their coping strategies; and if a person is found to need withdrawal management, we will refer him/her to a detox program

C. Service delivery model

LC Casa Aviva has an interdisciplinary team that consists of a MD, LCSW, RN, Certified SUD Counselors, and 3 Attendants who provide co-occurring disorder clients with therapeutic services. LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies (that includes mother/child/ren bonding and

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parenting skills). Research has shown that treatment has to be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy).

Treatment Planning:

Upon enrollment in the program each mother/child/ren will complete an assessment/intake process, conducted by a Certified SUD Counselor; each client will also be seen by the Medical Director for a health screening (that includes a general health check-in including but not limited to: health questionnaire, blood pressure, heart and pulse rate check, review of medications; and staff sets appointment dates for physicals and TB testing etc.) and coordinates with the program's interdisciplinary clinical team utilization reviews (key areas of focus to assure high quality and appropriate utilization of services include: treatment content and process, charts, facilities, staff training, client satisfaction, and health and safety) for all client file and signs off on all treatment plans of care, and consultations, as needed. In the event of an emergency, during off hours, a poster is placed on the agency front door that delineates emergency protocols; and the agency telephone voicemail message includes emergency protocols. • Within the first 30 days of enrollment each client will develop, with staff, a realistic outcome driven plan of care; and the focus of the plan of care will be client-centered and strength based. The plan of care for mothers/child/ren will include: 1) evaluation of the psycho-social factors in the clients behavior and may include: drug use, medical and dental status, legal status, socio-economic, AOD use and treatment, criminal history, mental health, family reunification goals, psycho-social and psychological matters and educational/vocational goals, 2) realistic outcome client driven goals that directly correspond to problematic areas, 3) specific action steps to be taken by the program (e.g., relapse prevention is interwoven throughout the treatment program and special emphasis is given to identification of triggers and relapse patterns) to accomplish stated goals; additionally, family assessment sessions may be conducted with members of the client's family to better understand the client's ability to participate in treatment, 4) random drug testing, 5) case management services, and 6) target dates for resolution of problematic behaviors, achievement of goals, completion of action steps, completion of treatment, and referrals when appropriate. • LC

Clinical Supervisor will conduct, on a weekly basis, an interdisciplinary clinical meeting that include individual and group supervision, client and peer chart reviews, case management reviews, trainings (twice a month) to increase capacity, address self-care matters, review of clients plans of care to ensure meeting compliance requirements, etc.

Facilities management includes maintaining on site policies and procedures to ensure that the facility complies with all applicable local, state, and federal laws and to ensure that the facility is maintained in a clean, safe, sanitary, and ATOD-free condition.

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Hours of Operation: LC will provide Treatment services on an annual basis, 7 days per week/24 hours per day; consistent with ASAM emergency service requirements

Duration of Services: The desired duration is 90 days and will be extended (once for 90 days) based on medical necessity. Clients are strongly encouraged to complete the program and will be encouraged to enroll in other agency programs and/or other systems of care.

Counseling Services: Individual: One-on-one counseling will be provided to address each client's unique needs and to assist each client to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect each client's behavior, emotions, thinking, and intrapersonal and interpersonal processes. • Group: Group counseling will consist of a combination of psycho-educational and process groups aimed at developing health coping skills, build community, accountability, and knowledge, skills, and abilities; and topics may include pride, respect, dignity, acculturation, reunification, identity, mental health stigma, triggers, relapse prevention, harm reduction, etc.

Family Counseling: Family Counseling assists the client in resolving problems in family and extended family relationships. This forum examines family communication patterns and violence where present; and helps to educate and assist families in identifying new ways of interacting with each other in a positive manner without displacing cultural values and roles.

Crisis Intervention: Crisis intervention will assist individuals in a crisis situation to restore equilibrium to their bio-psychosocial functioning and to minimize the potential for long-term psychological trauma. • Therapy: All treatment staff is trained to identify mental health disorders common with substance abusers; and all clients have an initial session with the LCSW that includes utilizing EBPs' that address the relationship between PTSD and substance abuse and trauma recovery intervention principles and philosophies; and also may utilize eye movement desensitization and reprocessing (EMDR) therapy (which has been proven highly effective in the treatment of trauma and relief of psychological stress); and if deemed appropriate referrals will be made for mental health services to Mission Mental Health and/or Instituto Familiar de La Raza; these partner service providers understand the cultural context for mental health services; which includes alternative healing practices; and staff will maintain on-going contact with mental health providers and coordinate treatment to ensure integration and client compliance with his/her mental health treatment plan.

Family/Friends Visit: Times are set aside each Saturday, Sunday and Holidays for clients, who have completed Phase 1, to receive family members and friends. Alternative visiting schedules will be developed for CPS supervised family visits, individuals facing family emergencies, and other family hardships.

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Educational Services: Staff will coordinate services for clients who want to participate in ESL classes and prepare for GED examinations.

Vocational Assessment, Counseling and Job Search: Employment is a necessary component of alcohol and other drug treatment, one that decreases the likelihood of relapse to substance use and criminal behavior, supports family reunification, and bolsters the client's self-esteem and psychological well-being; and topics may include career exploration, job seeking skills, completing application forms, interview techniques, role-playing, job etiquette, etc.

Patient Education: 1) Drug and Alcohol: drug and alcohol education provide clients with a biopsychosocial understanding of alcoholism and addiction. Staff and clients will discuss the harmful effects of alcohol and other drugs with clients presenting oral reports to the group on the drug(s) they abused.

Parenting Education: All clients are required to attend "No Tienes que Saberlo Todo" parenting class. This class focuses on the cultural nuances that come with Latino parenting with an emphasis on the strengths it carries. This is an 18-hour class that consists of six three-hour sessions. The class begins with an orientation and thereafter breaks out into groups which includes addressing parenting styles, child development, family communication, discipline, nutrition and health, exercise, self-esteem, limits and boundaries, impact of substance abuse on children, etc.

Mom's Massage: A history of trauma, compounded by post-partum stress and depression can become physically locked in the body on a cellular level. Access to massage is an important non-verbal way to relieve stress and unlock negative energies.

Free Time: Four hours per day are set aside as free mother and child/ren time, eat their meals, choose activities in the treatment program, i.e., reading, exercise, playing cards, etc.

Social Skills Training: Life, health, and social skills, training includes addressing personal dress, hygiene, nutrition, AIDS/HIV, completing rental applications, managing money, etc. These skills are fostered through peer interactions, individual and group counseling, organized workshops, didactic presentations, role-playing, and role training.

Women Domestic Violence: This is an on-going group with role-play and discussion. Clients are asked to present (at their own discretion) a violence autobiography. The purpose of this group is to identify recollections of violence, patterns of abuse and solutions for ending the violence.

New Immigration Laws and Immigrant Groups: Monthly groups are conducted by Centro Legal de La Raza to inform clients and their families of changes in the laws, legal status, and citizenship classes, etc.

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Support Groups: AA and NA: Client may select support groups of their choice in the community as they become eligible for passes and privileges.

Therapeutic Recreational Activities are available for all clients and integrated into the weekly schedule. Clients will develop skills to release stress and maintain physical fitness. Activities may include sports activities, therapeutic art, medicinal drumming, movement, body massage, etc.

Transportation Services: Staff will arrange for clients to be transported to medical, picking up medications, other appointments related their recovery, etc.

Medication: LC does not dispense medication. The MD (for all clients) during health screening reviews all client medications; and we provide information/educational materials for each client regarding medications and treatment interventions; and transportation to attend appointments and to pick up medications. The Certified SUD Counselor and the RN, under the supervision of the MD, will conduct educational groups regarding 1) the impact of medications (e.g., side effects), 2) medications that assist with withdrawal management, transitional medications, and maintenance medications, particular to addiction challenges, such as methadone, buprenorphine, naloxone, naltrexone; and when clients are prescribed new medications and/or change medications each client will meet with the RN to review implications and a wellness check in.

Drug Testing: Drug testing is random, probable cause, and sporadic urine screening: random and mandatory urine testing is to comply with court, probation and/or parole requirements and are carried out as a therapeutic tool in the treatment process.

Case Management: LC case management services are an integral aspect of treatment planning and will be addressed within each client's plan of care to ensure that the needs are addressed and met. The primary case management focus will be to support clients to foster responsibility and self-accountability to achieving health, wellness, and recovery; and the services will be provided by Certified SUD Counselors will include assessment, periodic reassessment, team coordination, monitoring progress and service delivery, peer support, advocacy, communication with probation/parole officers, housing/employment related services, referrals, etc.

Referrals: If during treatment, the client has additional needs, efforts will be made to make a referral to the appropriate community partners and/or alternative systems of care.

D. Discharge Planning and exit criteria and process

Culturally, relationships are important and continued interaction is encouraged. The Certified SUD Counselors "keep the door open" for clients and their families after they graduate from treatment. Discharge plans are developed with clients, based on their needs. It needs to be noted that two critical priorities for subject clients are securing housing and employment. Case management

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support is critical for clients to secure financial stability and permanent housing. Once a client has achieved his/her treatment goals the assigned Certified SUD Counselor will discuss graduation and support structures needed to maintain recovery; and may be linked with other agency services that match their strengths, interests, and long-term goals. If it is determined that the needs of a client cannot be further met by LC, the client will be referred to an appropriate service and the case will be discharged after successful connection with the referral service(s).

E. Program staffing

This program has an interdisciplinary team that consists of a Medical Director, LCSW, RN, Certified SUD Counselors, and 3 Attendants; and we are aligned with community partners and other systems of care to leverage and optimize resources. LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment must be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy).

All staff is trained regarding subject policies and procedures concerning client confidentiality and HIPAA requirements for agency-wide programs; in new employee orientation packets subject policies and procedures are included and each new employee is required to read them, thereafter, sign that they have read them and verify that they will adhere to same and provided with a copy of each signed document. Agency-wide quarterly trainings are conducted regarding subject topics, to emphasize the importance of adherence; and copies of these policies and procedures are in LC operational manual and distributed to each employee, as part of their new employee packet; and violation of subject policies may lead to and include termination. Patient consent for treatment services at LC and with other service providers is achieved via motivational interviewing to elicit the confidence and assurance that this is in their best interest to position them to achieve recovery.

F. Vouchers N/A

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6. Objectives and Measurements:

“All objectives and descriptions of how objectives will be measured, are contained in document entitled Adult and Older Adult Performance Objectives FY 23-24.”

7. Continuous Quality Improvement:

LC is in the process of updating its evaluation and quality improvement policies and procedures to ensure that our practices and procedures are accurately reflected and demonstrate our compliance with the DMC-ODS pilot evaluation and improvement requirements. Attachment 4 is the draft outline of same. Critical elements of the DMC-ODS Pilot Program are integrated within our operational practices that include providing a culturally rooted client-centered continuum of care for our communities, foster transparency and accountability, strive to optimize community services to leverage and optimize limited resources, employ evidence based practices to meet the needs of our clients, coordinate services with other community resources and other systems of care; and prioritizing criminal justice involved populations and pregnant and women with dependent children; and meet the ASAM criteria definition of medical necessity for services based on ASAM criteria (acute intoxication and withdrawal, bio-medical conditions and complications, cognitive, behavioral, and emotional conditions, readiness and motivation, relapse, continued use, continued problem, and recovery environment); additionally, four key focus areas are access, quality delivery of services, cost effectiveness, integration and coordination of care. We understand that we must build on the cultural strengths of our clients/families; and demonstrating respect for their culture/traditions includes involving them in decision making and addressing cultural customs in service delivery; we evaluate their experiences through satisfaction surveys, informal feedback sessions, focus groups, exit surveys, evaluation surveys, etc. After we have collected the data we share it with our clients, discuss it, and make appropriate changes and/or revisions. The data collected from these evaluation and QI tools enables us to evaluate our programs, quantifiably measure progress, successes, and make appropriate programmatic adjustments/revisions to ensure that we offer culturally competent, responsive, and effective services delivery.

LC Clinical Supervisors will conduct weekly interdisciplinary clinical meetings; twice a month conduct clinical trainings to increase staff knowledge, skills, and abilities; conduct coaching sessions, individual, and group supervision to address issues and challenges; and conduct trainings regarding addressing staff well-being and healing. The QI Team consist of the Executive Director, MD, LCSWs', RN MSN, Clinical Supervisor and other appropriate staff. The following domains are key areas of focus to assure high quality and appropriate utilization of services: a) treatment content, and process, b) charts, c) facilities, d) staff training, e) client satisfaction, and f) health and safety. Additionally, the QI Team is responsible to assure that LC philosophy, mission, treatment model, and harm reduction are incorporated in all aspects of agency life and that LC adheres to license and certification compliance.

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Funding Source: Perinatal/General Fund

On an annual basis (June of each year) an agency-wide training assessment survey is distributed and completed by all staff. The data is compiled and licensure, certification, new administration standards, clinical, and other requirements are included in the training matrix, as well. A training plan is developed, and a calendar of monthly trainings (clinical, compliance related, and administrative) are scheduled; as well as ASAM and Drug Medi-Cal updates and mandatory trainings.

8. Required Language:

N/A

Contractor Name: Latino Commission

Program Name: Casa Ollin Adult Male Residential

Appendix A-2

Contract Term: 07/01/23 – 06/30/24

Funding Source: CRRSAA Grant/ General Fund

1. Identifiers:

Program Name: Casa Ollin Adult Male Residential

161 Margaret Avenue, San Francisco, CA 94112

Telephone: (415)337- 4065

Facsimile: (415)337- 4067

Website Address: thelatinocommission.org

Contractor Address: 1001 Sneath Lane, Suite 307

City, State, ZIP: San Bruno, CA 94066

Executive Director/Program Director: Debra Camarillo

Telephone: 650-244-1444

Email Address: debra.camarillo@thelatinocommission.org

Program Code(s): 97037

2. Nature of Document:

Original

Second Amendment

Revision to Program Budget (RPB)#1

3. Goal Statement:

To provide Residential Step-Down (RSD) services for adult Latino men.

4. Target Population:

All ethnicities and populations in San Francisco with focused expertise to support the unique cultural needs of Latino substance abusers aged 18-65 years old men who reside in San Francisco who live in a Residential Step-Down (RSD) and who are transitioning to longer term treatment in the community.

5. Modality(s)/Intervention(s)

Please see Appendix B, CRDC page.

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

LC strategy to hire residential program graduates is consistent with peer support principles that include supporting clients in identifying how to access needed resources and advocating for clients, within the program and community; modeling healthy behavior in their own recovery and sharing their stories to inspire clients to achieve their goals; facilitating and encouraging change through realistic outcome driven goals that include education and skills building. Currently 80% of direct services staff are program graduates; the average number of years of experience of direct

services staff members is 10 years; and LC has successfully engaged, treated, and transitioned its clients which is reflected in funding source annual monitoring reports that ranks our treatment programs as meeting and/or exceeding expectation standards

All LC positions have a corresponding position description that delineates duties and responsibilities, minimum qualifications, e.g., licenses, certifications, education, trainings, and other requirements. Only persons who at least meet minimum qualifications are interviewed and reference checks are conducted before an employment offer is made. Therefore, all professional and non-professional staff have the required experience and training necessary to perform the duties and responsibilities of the position for which they are hired.

B. Admission, enrollment and/or intake criteria and process where applicable

Persons enrolled in this treatment program must be aged 18 to 65, a resident of San Francisco; and; 1) persons who are able to complete addiction and/or mental health treatment, 2) persons who are stepping down from a more intensive level of care, 3) those persons who are in early stages of change and not yet ready to commit to full recovery, and 4) those persons who have achieved stability in recovery

C. Service delivery model

LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment must be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy).

Treatment Planning: Upon enrollment in the program each client will complete an assessment/intake process, conducted by a Certified SUD Counselor; each client will also be seen by the Medical Director for a health screening (that includes a general health check-in including but not limited to: health questionnaire, blood pressure, heart and pulse rate check, review of medications; and staff sets appointment dates for physicals and TB testing etc.) and coordinates with the program's interdisciplinary clinical team utilization reviews (key areas of focus to assure high quality and appropriate utilization of services include: treatment content and process, charts, facilities, staff training, client satisfaction, and health and safety) for all client file and signs off on all treatment plans of care, and consultations, as needed. In the event of an emergency a poster is placed on the agency front door that delineates emergency protocols; and the agency telephone voicemail message includes emergency protocols. Staff develops with the client a treatment plan of care; and the focus of the plan of care will be client-centered and strength based. The plan of

care will include: 1) evaluation of the psycho-social factors in the clients behavior and may include: drug use, medical and dental status, legal status, socio-economic, AOD use and treatment, criminal history, mental health, family reunification goals, psycho-social and psychological matters and educational/vocational goals, 2) realistic outcome client driven goals that directly correspond to problematic areas, 3) specific action steps to be taken by the program (e.g., relapse prevention is interwoven throughout the treatment program and special emphasis is given to identification of triggers and relapse patterns) to accomplish stated goals; additionally, family assessment sessions may be conducted with members of the client's family to better understand the client's ability to participate in treatment, 4) random drug testing, 5) case management services, and 6) target dates for resolution of problematic behaviors, achievement of goals, completion of action steps, completion of treatment, and referrals when appropriate.

Clinical Supervisor will conduct, on a weekly basis, an interdisciplinary clinical meeting that include individual and group supervision, client and peer chart reviews, case management reviews, trainings (twice a month) to increase capacity, address self-care matters, review of clients plans of care to ensure meeting compliance requirements, etc.

Facilities management includes maintaining on site policies and procedures to ensure that the facility complies with all applicable local, state, and federal laws and to ensure that the facility is maintained in a clean, safe, sanitary, and ATOD-free condition.

Hours of Operation: LC will provide Treatment services on an annual basis, 7 days per week/24 hours per day; consistent with ASAM emergency service requirements. Services will be provided a minimum of 9 hours per week, based on individual client needs, that are delineated in each client's treatment plan.

Duration of Services: The desired duration is 180 days and will be extended (once for 90 days) based on medical necessity. Clients are strongly encouraged to complete the program and will be encouraged to enroll in other agency programs and/or other systems of care.

Counseling Services: Individual: One-on-one counseling will be provided to address each client's unique needs and to assist each client to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect each client's behavior, emotions, thinking, and intrapersonal and interpersonal processes. • Group: Group counseling will consist of a combination of psycho-educational and process groups aimed at developing health coping skills, build community, accountability, and knowledge, skills, and abilities; and topics may include pride, respect, dignity, acculturation, reunification, identity, mental health stigma, triggers, relapse prevention, harm reduction, etc.

Family Counseling: Family Counseling assists the client in resolving problems in family and extended family relationships. This forum examines family communication patterns and violence

where present; and helps to educate and assist families in identifying new ways of interacting with each other in a positive manner without displacing cultural values and roles.

Crisis Intervention: Crisis intervention will assist individuals in a crisis situation to restore equilibrium to their bio-psychosocial functioning and to minimize the potential for long-term psychological trauma.

Therapy: All treatment staff is trained to identify mental health disorders common with substance abusers; and all clients have an initial session with the LCSW that includes utilizing EBPs' that address the relationship between PTSD and substance abuse and trauma recovery intervention principles and philosophies; and also may utilize eye movement desensitization and reprocessing (EMDR) therapy (which has been proven highly effective in the treatment of trauma and relief of psychological stress); and if deemed appropriate referrals will be made for mental health services to Mission Mental Health and/or Instituto Familiar de La Raza; these partner service providers understand the cultural context for mental health services; which includes alternative healing practices; and staff will maintain on-going contact with mental health providers and coordinate treatment to ensure integration and client compliance with his/her mental health treatment plan.

Educational Services: Staff will coordinate services for clients who want to participate in ESL classes and prepare for GED examinations.

Vocational Assessment, Counseling and Job Search: Employment is a necessary component of alcohol and other drug treatment, one that decreases the likelihood of relapse to substance use and criminal behavior, supports family reunification, and bolsters the client's self-esteem and psychological well-being; and topics may include career exploration, job seeking skills, completing application forms, interview techniques, role-playing, job etiquette, etc.

Patient Education: 1) Drug and Alcohol: drug and alcohol education provide clients' with a biopsychosocial understanding of alcoholism and addiction. Staff and clients will discuss the harmful effects of alcohol and other drugs with clients presenting oral reports to the group on the drug(s) they abused.

Parenting Education: All clients are required to attend "No Tienes que Saberlo Todo" parenting class. This class focuses on the cultural nuances that come with Latino parenting with an emphasis on the strengths it carries. This is an 18-hour class that consists of six three-hour sessions. The class begins with an orientation and thereafter breaks out into groups which includes addressing parenting styles, child development, family communication, discipline, nutrition and health, exercise, self-esteem, limits and boundaries, impact of substance abuse on children, etc.

Social Skills Training: Life, health, and social skills, training includes addressing personal dress, hygiene, nutrition, AIDS/HIV, completing rental applications, managing money, etc. These skills

are fostered through peer interactions, individual and group counseling, organized workshops, didactic presentations, role-playing, and role training.

New Immigration Laws and Immigrant Groups: Monthly groups are conducted by Centro Legal de La Raza to inform clients and their families of changes in the laws, legal status, and citizenship classes, etc.

Support Groups: AA and NA: Client may select support groups of their choice in the community as they become eligible for passes and privileges.

Transportation Services: Staff will make arrange for clients to be transported to medical, picking up medications, other appointments related their recovery, etc.

Medication: LC does not dispense medication. The MD (for all clients) during health screening reviews all client medications; and we provide information/educational materials for each client regarding medications and treatment interventions; and transportation to attend appointments and to pick up medications. The Certified SUD Counselor and the RN, under the supervision of the MD, will conduct educational groups regarding 1) the impact of medications (e.g., side effects), 2) medications that assist with withdrawal management, transitional medications, and maintenance medications, particular to addiction challenges, such as methadone, buprenorphine, naloxone, naltrexone; and when clients are prescribed new medications and/or change medications each client will meet with the RN to review implications and a wellness check in.

Drug Testing: Drug testing is random, probable cause, and sporadic urine screening: random and mandatory urine testing is to comply with court, probation and/or parole requirements and are carried out as a therapeutic tool in the treatment process.

Case Management: LC case management services are an integral aspect of treatment planning and will be addressed within each client's plan of care to ensure that the needs are addressed and met. The primary case management focus will be to support clients to foster responsibility and self-accountability to achieving health, wellness, and recovery; and the services will be provided by Certified SUD Counselors will include: assessment, periodic reassessment, team coordination, monitoring progress and service delivery, peer support, advocacy, communication with probation/parole officers, housing/employment related services, referrals, etc.

Client Group Council: The Client Group Council meets once a week to discuss issues that emerge living in a treatment facility. Topics include the quality of food, hygiene, recreation, and social activity recommendations. Work assignments are made and questions about privilege may also be discussed. Rule infractions and disciplinary issues are discussed and decided by Council; and the Program Manager addresses more serious infractions.

Referrals: If during treatment, the client has additional needs, efforts will be made to make a referral to the appropriate community partners and/or alternative systems of care.

D. Discharge Planning and exit criteria and process

Culturally, relationships are important and continued interaction is encouraged. The Certified SUD Counselors “keep the door open” for clients and their families after they graduate from treatment. Discharge plans are developed with clients, based on their needs. It needs to be noted that two critical priorities for subject clients are securing housing and employment. Case management support is critical for clients to secure financial stability and permanent housing. Once a client has achieved his/her treatment goals the assigned Certified SUD Counselor will discuss graduation and support structures needed to maintain recovery; and may be linked with other agency services that match their strengths, interests, and long-term goals. If it is determined that the needs of a client cannot be further met by LC, the client will be referred to an appropriate service and the case will be discharged after successful connection with the referral service(s).

E. Program staffing

LC- Casa Ollin has an interdisciplinary team that consists of an MD, LCSW, RN, Certified SUD Counselors and a House Attendant who provide for co-occurring disorder clients therapeutic services (i.e., individual, group, and family counseling, crisis interventions, case management, individual and family therapy, and ancillary services; and maintains clients clinical records: they record clients participation in and responses to treatment, preparation of treatment plans with each client and discharge plans and discharge summaries).

LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies, i.e., Trauma-Focused Seeking Safety, DBT, Psycho-Ed., CBT, and MI.

All staff is trained regarding subject policies and procedures concerning client confidentiality and HIPAA requirements for agency-wide programs; in new employee orientation packets subject policies and procedures are included and each new employee is required to read them, thereafter sign that they have read them and verify that they will adhere to same and provided with a copy of each signed document. Agency-wide quarterly trainings are conducted regarding subject topics, to emphasize the importance of adherence; and copies of these policies and procedures are in LC operational manual and distributed to each employee, as part of their new employee packet; and violation of subject policies may lead to and include termination. Patient consent for treatment services at LC and with other service providers is achieved via motivational interviewing to elicit the confidence and assurance that this is in their best interest to position them to achieve recovery.

F. Vouchers

N/A

7. Objectives and Measurements:

“All objectives and descriptions of how objectives will be measured, are contained in the document entitled Adult and Older Adult Performance Objectives FY 23-24.”

8. Continuous Quality Improvement:

LC is in the process of updating its evaluation and quality improvement policies and procedures to ensure that our practices and procedures are accurately reflected and demonstrate our compliance with the DMC-ODS pilot evaluation and improvement requirements. Attachment 4 is the draft outline of same. Critical elements of the DMC-ODS Pilot Program are integrated within our operational practices that include providing a culturally rooted client-centered continuum of care for our communities, foster transparency and accountability, strive to optimize community services to leverage and optimize limited resources, employ evidence based practices to meet the needs of our clients, coordinate services with other community resources and other systems of care; and prioritizing criminal justice involved populations and pregnant and women with dependent children; and meet the ASAM criteria definition of medical necessity for services based on ASAM criteria (acute intoxication and withdrawal, bio-medical conditions and complications, cognitive, behavioral, and emotional conditions, readiness and motivation, relapse, continued use , continued problem, and recovery environment); additionally, four key focus areas are access, quality delivery of services, cost effectiveness, integration and coordination of care. We understand that we must build on the cultural strengths of our clients/families; and demonstrating respect for their culture/traditions includes involving them in decision making and addressing cultural customs in service delivery; we evaluate their experiences through satisfaction surveys, informal feedback sessions, focus groups, exit surveys, evaluation surveys, etc. After we have collected the data we share it with our clients, discuss it, and make appropriate changes and/or revisions. The data collected from these evaluation and QI tools enables us to evaluate our programs, quantifiably measure progress, successes, and make appropriate programmatic adjustments/revisions to ensure that we offer culturally competent, responsive, and effective services delivery.

LC Clinical Supervisors will conduct weekly interdisciplinary clinical meetings; twice a month conduct clinical trainings to increase staff knowledge, skills, and abilities; conduct coaching sessions, individual, and group supervision to address issues and challenges; and conduct trainings regarding addressing staff well-being and healing. The QI Team consist of the Executive Director, MD, LCSWs’, RN MSN, Clinical Supervisor and other appropriate staff. The following domains are key areas of focus to assure high quality and appropriate utilization of services: a) treatment content, and process, b) charts, c) facilities, d) staff training, e) client satisfaction, and f) health and safety.

Contractor Name: Latino Commission

Program Name: Casa Ollin Adult Male Residential

Appendix A-2

Contract Term: 07/01/23 – 06/30/24

Funding Source: CRRSAA Grant/ General Fund

Additionally, the QI Team is responsible to assure that LC philosophy, mission, treatment model, and harm reduction are incorporated in all aspects of agency life and that LC adheres to license and certification compliance.

On an annual basis (June of each year) an agency-wide training assessment survey is distributed and completed by all staff. The data is compiled and licensure, certification, new administration standards, clinical, and other requirements are included in the training matrix, as well. A training plan is developed and a calendar of monthly trainings (clinical, compliance related, and administrative) are scheduled; as well as ASAM and Drug Medi-Cal updates and mandatory trainings.

9. Required Language:

N/A

Contractor Name: Latino Commission
Program Name: Casa Quetzal Adult Male Residential

Appendix A3
Contract Term: 07/01/23 – 06/30/24
Funding Source: DMC Waiver/General Fund

1. Identifiers:

Program Name: Casa Quetzal Adult Male Residential
635 Brunswick, San Francisco, CA 94112 – Quetzal
Telephone: (415)337- 4065 Facsimile: (415)337- 4067
Website Address: thelatinocommission.org

Contractor Address: 1001 Sneath Lane, Suite 307
City, State, ZIP: San Bruno, CA 94066

Executive Director/Program Director: Debra Camarillo
Telephone: 650-244-1444
Email Address: debra.camarillo@thelatinocommission.org
Program Code(s): 38472

2. Nature of Document:

Original Amendment Two Request for Program Budget (RPB)#1

3. Goal Statement:

To provide residential services for adult Latino men.

4. Target Population:

All ethnicities and populations in San Francisco with focused expertise to support the unique cultural needs of Latino male substance abusers aged 18 – 65, who reside in San Francisco who may be recent immigrants with minimal literacy skills in English or Spanish, with significant trauma histories stemming from their immigration experience and/or community violence, that may present an obstacle to treatment engagement and retention in mainstream “dominant culture-oriented programs.

5. Modality(s)/Intervention(s)

UOS and UDC information is documented on Appendix B, CRDC page.

6. Methodology:

Contractor Name: Latino Commission
Program Name: Casa Quetzal Adult Male Residential

Appendix A3
Contract Term: 07/01/23 – 06/30/24
Funding Source: DMC Waiver/General Fund

A. Outreach, recruitment, promotion, and advertisement

Latino Commission (LC) strategy to hire residential program graduates is consistent with peer support principles that include supporting clients in identifying how to access needed resources and advocating for clients, within the program and community; modeling healthy behavior in their own recovery and sharing their stories to inspire clients to achieve their goals; facilitating and encouraging change through realistic outcome driven goals that include education and skills building. Currently 80% of direct services staff are program graduates; the average number of years of experience of direct services staff members is 10 years; and LC has successfully engaged, treated, and transitioned its clients which is reflected in funding source annual monitoring reports that ranks our treatment programs as meeting and/or exceeding expectation standards

All LC positions have a corresponding position description that delineates duties and responsibilities, minimum qualifications, e.g., licenses, certifications, education, trainings, and other requirements. Only persons who at least meet minimum qualifications are interviewed and reference checks are conducted before an employment offer is made. Therefore, all professional and non-professional staff have the required experience and training necessary to perform the duties and responsibilities of the position for which they are hired.

B. Admission, enrollment and/or intake criteria and process where applicable

Persons enrolled are 18 to 65, residents of San Francisco, are: 1) persons who can complete addiction and/or mental health treatment, 2) persons who are stepping down from a more intensive level of care, 3) those persons who are in early stages of change and not yet ready to commit to full recovery, and 4) those persons who have achieved stability in recovery. Certified SUD Counselor will conduct a preliminary intake and assessment process with each person. During the intake process if a person is found to need withdrawal management, we will refer him/her to a detox program.

C. Service delivery model

LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment must be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy.

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Treatment Planning: Upon enrollment in the program each client will complete an assessment/intake process, conducted by a Certified SUD Counselor; each client will also be seen by the Medical Director for a health screening (that includes a general health check-in including but not limited to: health questionnaire, blood pressure, heart and pulse rate check, review of medications; and staff sets appointment dates for physicals and TB testing etc.) and coordinates with the program's interdisciplinary clinical team utilization reviews (key areas of focus to assure high quality and appropriate utilization of services include: treatment content and process, charts, facilities, staff training, client satisfaction, and health and safety) for all client file and signs off on all treatment plans of care, and consultations, as needed. In the event of an emergency a poster is placed on the agency front door that delineates emergency protocols; and the agency telephone voicemail message includes emergency protocols. Staff develops with the client a treatment plan of care; and the focus of the plan of care will be client-centered and strength based. The plan of care will include: 1) evaluation of the psycho-social factors in the clients behavior and may include: drug use, medical and dental status, legal status, socio-economic, AOD use and treatment, criminal history, mental health, family reunification goals, psycho-social and psychological matters and educational/vocational goals, 2) realistic outcome client driven goals that directly correspond to problematic areas, 3) specific action steps to be taken by the program (e.g., relapse prevention is interwoven throughout the treatment program and special emphasis is given to identification of triggers and relapse patterns) to accomplish stated goals; additionally, family assessment sessions may be conducted with members of the client's family to better understand the client's ability to participate in treatment, 4) random drug testing, 5) case management services, and 6) target dates for resolution of problematic behaviors, achievement of goals, completion of action steps, completion of treatment, and referrals when appropriate.

Clinical Supervisor will conduct, on a weekly basis, an interdisciplinary clinical meeting that include individual and group supervision, client and peer chart reviews, case management reviews, trainings (twice a month) to increase capacity, address self-care matters, review of clients plans of care to ensure meeting compliance requirements, etc.

Facilities management includes maintaining on site policies and procedures to ensure that the facility complies with all applicable local, state, and federal laws and to ensure that the facility is maintained in a clean, safe, sanitary, and ATOD-free condition.

Hours of Operation: LC will provide Treatment services on an annual basis, 7 days per week/24 hours per day; consistent with ASAM emergency service requirements

Contractor Name: Latino Commission
Program Name: Casa Quetzal Adult Male Residential

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Funding Source: DMC Waiver/General Fund

Duration of Services: The desired duration is 90 days and will be extended (once for 90 days) based on medical necessity. Clients are strongly encouraged to complete the program and will be encouraged to enroll in other agency programs and/or other systems of care.

Counseling Services: Individual: One-on-one counseling will be provided to address each client's unique needs and to assist each client to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect each client's behavior, emotions, thinking, and intrapersonal and interpersonal processes. • Group: Group counseling will consist of a combination of psycho-educational and process groups aimed at developing health coping skills, build community, accountability, and knowledge, skills, and abilities; and topics may include pride, respect, dignity, acculturation, reunification, identity, mental health stigma, triggers, relapse prevention, harm reduction, etc.

Family Counseling: Family Counseling assists the client in resolving problems in family and extended family relationships. This forum examines family communication patterns and violence where present; and helps to educate and assist families in identifying new ways of interacting with each other in a positive manner without displacing cultural values and roles.

Crisis Intervention: Crisis intervention will assist individuals in a crisis to restore equilibrium to their bio-psychosocial functioning and to minimize the potential for long-term psychological trauma.

Therapy: All treatment staff is trained to identify mental health disorders common with substance abusers; and all clients have an initial session with the LCSW that includes utilizing EBPs' that address the relationship between PTSD and substance abuse and trauma recovery intervention principles and philosophies; and also may utilize eye movement desensitization and reprocessing (EMDR) therapy (which has been proven highly effective in the treatment of trauma and relief of psychological stress); and if deemed appropriate referrals will be made for mental health services to Mission Mental Health and/or Instituto Familiar de La Raza; these partner service providers understand the cultural context for mental health services; which includes alternative healing practices; and staff will maintain on-going contact with mental health providers and coordinate treatment to ensure integration and client compliance with his/her mental health treatment plan.

Family/Friends Visit: Times are set aside each Saturday, Sunday, and Holidays for clients, who have completed Phase 1, to receive family members and friends. Alternative visiting schedules will be developed for CPS supervised family visits, individuals facing family emergencies, and other family hardships.

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Educational Services: Staff will coordinate services for clients who want to participate in ESL classes and prepare for GED examinations.

Vocational Assessment, Counseling and Job Search: Employment is a necessary component of alcohol and other drug treatment, one that decreases the likelihood of relapse to substance use and criminal behavior, supports family reunification, and bolsters the client’s self-esteem and psychological well-being; and topics may include career exploration, job seeking skills, completing application forms, interview techniques, role-playing, job etiquette, etc.

Patient Education: 1) Drug and Alcohol: drug and alcohol education provide clients with a biopsychosocial understanding of alcoholism and addiction. Staff and clients will discuss the harmful effects of alcohol and other drugs with clients presenting oral reports to the group on the drug(s) they abused.

Parenting Education: All clients are required to attend “No Tienes que Saberlo Todo” parenting class. This class focuses on the cultural nuances that come with Latino parenting with an emphasis on the strengths it carries. This is an 18-hour class that consists of six three-hour sessions. The class begins with an orientation and thereafter breaks out into groups which includes addressing parenting styles, child development, family communication, discipline, nutrition and health, exercise, self-esteem, limits and boundaries, impact of substance abuse on children, etc.

Social Skills Training: Life, health, and social skills, training includes addressing personal dress, hygiene, nutrition, AIDS/HIV, completing rental applications, managing money, etc. These skills are fostered through peer interactions, individual and group counseling, organized workshops, didactic presentations, role-playing, and role training.

New Immigration Laws and Immigrant Groups: Monthly groups are conducted by Centro Legal de La Raza to inform clients and their families of changes in the laws, legal status, and citizenship classes, etc.

Support Groups: AA and NA: Client may select support groups of their choice in the community as they become eligible for passes and privileges.

Therapeutic Recreational Activities are available for all clients and integrated into the weekly schedule. Clients will develop skills to release stress and maintain physical fitness. Activities may include sports activities, therapeutic art, medicinal drumming, movement, body massage, etc.

Transportation Services: Staff will make arrange for clients to be transported to medical, picking up medications, other appointments related their recovery, etc.

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Medication: LC does not dispense medication. The MD (for all clients) during health screening reviews all client medications; and we provide information/educational materials for each client regarding medications and treatment interventions; and transportation to attend appointments and to pick up medications. The Certified SUD Counselor and the RN, under the supervision of the MD, will conduct educational groups regarding 1) the impact of medications (e.g., side effects), 2) medications that assist with withdrawal management, transitional medications, and maintenance medications, particular to addiction challenges, such as methadone, buprenorphine, naloxone, naltrexone; and when clients are prescribed new medications and/or change medications each client will meet with the RN to review implications and a wellness check in.

Drug Testing: Drug testing is random, probable cause, and sporadic urine screening: random and mandatory urine testing is to comply with court, probation and/or parole requirements and are carried out as a therapeutic tool in the treatment process.

Case Management: LC case management services are an integral aspect of treatment planning and will be addressed within each client's plan of care to ensure that the needs are addressed and met. The primary case management focus will be to support clients to foster responsibility and self-accountability to achieving health, wellness, and recovery; and the services will be provided by Certified SUD Counselors will include: assessment, periodic reassessment, team coordination, monitoring progress and service delivery, peer support, advocacy, communication with probation/parole officers, housing/employment related services, referrals, etc.

Referrals: If during the course of treatment, the client has additional needs, efforts will be made to make a referral to the appropriate community partners and/or alternative systems of care.

D. Discharge Planning and exit criteria and process

Culturally, relationships are important and continued interaction is encouraged. The Certified SUD Counselors "keep the door open" for clients and their families after they graduate from treatment. Discharge plans are developed with clients, based on their needs. It needs to be noted that two critical priorities for subject clients are securing housing and employment. Case management support is critical for clients to secure financial stability and permanent housing. Once a client has achieved his/her treatment goals the assigned Certified SUD Counselor will discuss graduation and support structures needed to maintain recovery; and may be linked with other agency services that match their strengths, interests, and long-term goals. If it is determined that the needs of a client cannot be further met by TLC, the client will be referred to an appropriate service and the case will be discharged after successful connection with the referral service(s).

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E. Program staffing

This program has an interdisciplinary team that consists of a Medical Director, LCSW, RN, Certified SUD Counselors, and 3 Attendants; and we are aligned with community partners and other systems of care to leverage and optimize resources. LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment must be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy).

All staff is trained regarding subject policies and procedures concerning client confidentiality and HIPAA requirements for agency-wide programs; in new employee orientation packets subject policies and procedures are included and each new employee is required to read them, thereafter, sign that they have read them and verify that they will adhere to same and provided with a copy of each signed document. Agency-wide quarterly trainings are conducted regarding subject topics, to emphasize the importance of adherence; and copies of these policies and procedures are in TLC operational manual and distributed to each employee, as part of their new employee packet; and violation of subject policies may lead to and include termination. Patient consent for treatment services at TLC and with other service providers is achieved via motivational interviewing to elicit the confidence and assurance that this is in their best interest to position them to achieve recovery.

F. Vouchers N/A

7. Objectives and Measurements:

“All objectives and descriptions of how objectives will be measured, are contained in the document entitled Adult and Older Adult Performance Objectives FY23-24.”

8. Continuous Quality Improvement:

TLC is in the process of updating its evaluation and quality improvement policies and procedures to ensure that our practices and procedures are accurately reflected and demonstrate our compliance with the DMC-ODS pilot evaluation and improvement requirements. Attachment 4 is the draft outline of same. Critical elements of the DMC-ODS Pilot Program are integrated within our operational

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Funding Source: DMC Waiver/General Fund

practices that include providing a culturally rooted client-centered continuum of care for our communities, foster transparency and accountability, strive to optimize community services to leverage and optimize limited resources, employ evidence based practices to meet the needs of our clients, coordinate services with other community resources and other systems of care; and prioritizing criminal justice involved populations and pregnant and women with dependent children; and meet the ASAM criteria definition of medical necessity for services based on ASAM criteria (acute intoxication and withdrawal, bio-medical conditions and complications, cognitive, behavioral, and emotional conditions, readiness and motivation, relapse, continued use , continued problem, and recovery environment); additionally, four key focus areas are access, quality delivery of services, cost effectiveness, integration and coordination of care. We understand that we must build on the cultural strengths of our clients/families; and demonstrating respect for their culture/traditions includes involving them in decision making and addressing cultural customs in service delivery; we evaluate their experiences through satisfaction surveys, informal feedback sessions, focus groups, exit surveys, evaluation surveys, etc. After we have collected the data, we share it with our clients, discuss it, and make appropriate changes and/or revisions. The data collected from these evaluation and QI tools enables us to evaluate our programs, quantifiably measure progress, successes, and make appropriate programmatic adjustments/revisions to ensure that we offer culturally competent, responsive, and effective services delivery.

LC Clinical Supervisors will conduct weekly interdisciplinary clinical meetings; twice a month conduct clinical trainings to increase staff knowledge, skills, and abilities; conduct coaching sessions, individual, and group supervision to address issues and challenges; and conduct trainings regarding addressing staff well-being and healing. The QI Team consist of the Executive Director, MD, LCSWs', RN MSN, Clinical Supervisor, and other appropriate staff. The following domains are key areas of focus to assure high quality and appropriate utilization of services: a) treatment content, and process, b) charts, c) facilities, d) staff training, e) client satisfaction, and f) health and safety. Additionally, the QI Team is responsible to assure that LC philosophy, mission, treatment model, and harm reduction are incorporated in all aspects of agency life and that LC adheres to license and certification compliance.

On an annual basis (June of each year) an agency-wide training assessment survey is distributed and completed by all staff. The data is compiled and licensure, certification, new administration standards, clinical, and other requirements are included in the training matrix, as well. A training plan is developed and a calendar of monthly trainings (clinical, compliance related, and administrative) are scheduled; as well as ASAM and Drug Medi-Cal updates and mandatory trainings.

9. Required Language:

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July 1, 2023

Second Amendment, #1000011177
Latino Commission

Contractor Name: Latino Commission
Program Name: Casa Quetzal Adult Male Residential

Appendix A3
Contract Term: 07/01/23 – 06/30/24
Funding Source: DMC Waiver/General Fund

N/A

Contractor Name: Latino Commission
Program Name: Entre Familia Outpatient

Appendix A4
Contract Term: 07/01/23 – 06/30/24
Funding Source: CRRSAA Grant /General Fund

1. Identifiers:

Program Name: Entre Familia Outpatient
1001 Sneath Lane, Suite 210
Telephone: (650-244-1444 Facsimile: 650-244-1447
Website Address: thelatinocommission.org

Contractor Address: 1001 Sneath Lane, Suite 307
City, State, ZIP: San Bruno, CA 94066

Executive Director/Program Director: Debra Camarillo
Telephone: 650-244-1444
Email Address: debra.camarillo@thelatinocommission.org
Program Code(s): 0311EF

2. Nature of Document:

Original Second Amendment Revision to Program Budgets (RPB)#1

3. Goal Statement:

To provide Outpatient services for adult Latino men, to reduce drug use, develop healthy stress-management techniques, and encourage ongoing sobriety by establishing a community support system.

4. Target Population:

All ethnicities and populations in San Francisco with focused expertise to support the unique cultural needs of Latino male substance abusers, aged 18 – 65, who reside in San Francisco and who may be recent immigrants with minimal literacy skills in English or Spanish, with significant trauma histories stemming from their immigration experience and/or community violence, which present an obstacle to treatment engagement and retention in mainstream “dominant culture-oriented programs

5. Modality(s)/Intervention(s)

UOS and UDC information is documented on Appendix B, CRDC page.

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

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July 1, 2023

Second Amendment, #1000011177
Latino Commission

Contractor Name: Latino Commission
Program Name: Entre Familia Outpatient

Appendix A4
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Latino Commission (LC) strategy to hire residential program graduates is consistent with peer support principles that include supporting clients in identifying how to access needed resources and advocating for clients, within the program and community; modeling healthy behavior in their own recovery and sharing their stories to inspire clients to achieve their goals; facilitating and encouraging change through realistic outcome driven goals that include education and skills building. Currently 80% of direct services staff are program graduates; the average number of years of experience of direct services staff members is 10 years; and LC has successfully engaged, treated, and transitioned its clients which is reflected in funding source annual monitoring reports that ranks our treatment programs as meeting and/or exceeding expectation standards

All LC positions have a corresponding position description that delineates duties and responsibilities, minimum qualifications, e.g., licenses, certifications, education, trainings, and other requirements. Only persons who at least meet minimum qualifications are interviewed and reference checks are conducted before an employment offer is made. Therefore, all professional and non-professional staff have the required experience and training necessary to perform the duties and responsibilities of the position for which they are hired.

B. Admission, enrollment and/or intake criteria and process where applicable

Persons enrolled in this treatment program must be aged 18 to 65, a resident of San Francisco; and 1) persons who are able to complete addiction and/or mental health treatment, 2) persons who are stepping down from a more intensive level of care, 3) those persons who are in early stages of change and not yet ready to commit to full recovery, and 4) those persons who have achieved stability in recovery

C. Service delivery model

LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment must be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy).

Treatment Planning: Upon enrollment in the program each client will complete an assessment/intake process, conducted by a Certified SUD Counselor; each client will also be seen by the Medical Director for a health screening (that includes a general health check-in including but not limited to: health questionnaire, blood pressure, heart and pulse rate check, review of medications; and staff sets appointment dates for physicals and TB testing etc.) and coordinates

Contractor Name: Latino Commission
Program Name: Entre Familia Outpatient

Appendix A4
Contract Term: 07/01/23 – 06/30/24
Funding Source: CRRSAA Grant /General Fund

with the program's interdisciplinary clinical team utilization reviews (key areas of focus to assure high quality and appropriate utilization of services include: treatment content and process, charts, facilities, staff training, client satisfaction, and health and safety) for all client file and signs off on all treatment plans of care, and consultations, as needed. In the event of an emergency a poster is placed on the agency front door that delineates emergency protocols; and the agency telephone voicemail message includes emergency protocols. Staff develops with the client a treatment plan of care; and the focus of the plan of care will be client-centered and strength based. The plan of care will include: 1) evaluation of the psycho-social factors in the clients behavior and may include: drug use, medical and dental status, legal status, socio-economic, AOD use and treatment, criminal history, mental health, family reunification goals, psycho-social and psychological matters and educational/vocational goals, 2) realistic outcome client driven goals that directly correspond to problematic areas, 3) specific action steps to be taken by the program (e.g., relapse prevention is interwoven throughout the treatment program and special emphasis is given to identification of triggers and relapse patterns) to accomplish stated goals; additionally, family assessment sessions may be conducted with members of the client's family to better understand the client's ability to participate in treatment, 4) random drug testing, 5) case management services, and 6) target dates for resolution of problematic behaviors, achievement of goals, completion of action steps, completion of treatment, and referrals when appropriate.

Clinical Supervisor will conduct, on a weekly basis, an interdisciplinary clinical meeting that include individual and group supervision, client and peer chart reviews, case management reviews, trainings (twice a month) to increase capacity, address self-care matters, review of clients plans of care to ensure meeting compliance requirements, etc.

Facilities management includes maintaining on site policies and procedures to ensure that the facility complies with all applicable local, state, and federal laws and to ensure that the facility is maintained in a clean, safe, sanitary, and ATOD-free condition.

Hours of Operation: This program's standard schedule is Monday through Friday, from 8 AM to 7 PM.

Duration of Services: The desired duration is 90 days and will be extended (once for 90 days) based on medical necessity. Clients are strongly encouraged to complete the program and will be encouraged to enroll in other agency programs and/or other systems of care.

Counseling Services: Individual: One-on-one counseling will be provided to address each client's unique needs and to assist each client to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect each client's behavior, emotions, thinking, and intrapersonal and interpersonal processes. • Group: Group counseling will consist of a combination of psycho-educational and process groups aimed at developing health coping skills, build community,

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Funding Source: CRRSAA Grant /General Fund

accountability, and knowledge, skills, and abilities; and topics may include pride, respect, dignity, acculturation, reunification, identity, mental health stigma, triggers, relapse prevention, harm reduction, etc.

Family Counseling: Family Counseling assists the client in resolving problems in family and extended family relationships. This forum examines family communication patterns and violence where present; and helps to educate and assist families in identifying new ways of interacting with each other in a positive manner without displacing cultural values and roles.

Crisis Intervention: Crisis intervention will assist individuals in a crisis to restore equilibrium to their bio-psychosocial functioning and to minimize the potential for long-term psychological trauma.

Therapy: All treatment staff is trained to identify mental health disorders common with substance abusers; and all clients have an initial session with the LCSW that includes utilizing EBPs' that address the relationship between PTSD and substance abuse and trauma recovery intervention principles and philosophies; and also may utilize eye movement desensitization and reprocessing (EMDR) therapy (which has been proven highly effective in the treatment of trauma and relief of psychological stress); and if deemed appropriate referrals will be made for mental health services to Mission Mental Health and/or Instituto Familiar de La Raza; these partner service providers understand the cultural context for mental health services; which includes alternative healing practices; and staff will maintain on-going contact with mental health providers and coordinate treatment to ensure integration and client compliance with his/her mental health treatment plan.

Educational Services: Staff will coordinate services for clients who want to participate in ESL classes and prepare for GED examinations.

Vocational Assessment, Counseling and Job Search: Employment is a necessary component of alcohol and other drug treatment, one that decreases the likelihood of relapse to substance use and criminal behavior, supports family reunification, and bolsters the client's self-esteem and psychological well-being; and topics may include career exploration, job seeking skills, completing application forms, interview techniques, role-playing, job etiquette, etc.

Patient Education: 1) Drug and Alcohol: drug and alcohol education provide clients with a biopsychosocial understanding of alcoholism and addiction. Staff and clients will discuss the harmful effects of alcohol and other drugs with clients presenting oral reports to the group on the drug(s) they abused.

Parenting Education: All clients are required to attend "No Tienes que Saberlo Todo" parenting class. This class focuses on the cultural nuances that come with Latino parenting with an emphasis on the strengths it carries. This is an 18-hour class that consists of six three-hour sessions. The

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class begins with an orientation and thereafter breaks out into groups which includes addressing parenting styles, child development, family communication, discipline, nutrition and health, exercise, self-esteem, limits and boundaries, impact of substance abuse on children, etc.

Social Skills Training: Life, health, and social skills, training includes addressing personal dress, hygiene, nutrition, AIDS/HIV, completing rental applications, managing money, etc. These skills are fostered through peer interactions, individual and group counseling, organized workshops, didactic presentations, role-playing, and role training.

New Immigration Laws and Immigrant Groups: Monthly groups are conducted by Centro Legal de La Raza to inform clients and their families of changes in the laws, legal status, and citizenship classes, etc.

Support Groups: AA and NA: Client may select support groups of their choice in the community as they become eligible for passes and privileges.

Medication: LC does not dispense medication. The MD (for all clients) during health screening reviews all client medications; and we provide information/educational materials for each client regarding medications and treatment interventions; and transportation to attend appointments and to pick up medications. The Certified SUD Counselor and the RN, under the supervision of the MD, will conduct educational groups regarding 1) the impact of medications (e.g., side effects), 2) medications that assist with withdrawal management, transitional medications, and maintenance medications, particular to addiction challenges, such as methadone, buprenorphine, naloxone, naltrexone; and when clients are prescribed new medications and/or change medications each client will meet with the RN to review implications and a wellness check in.

Drug Testing: Drug testing is random, probable cause, and sporadic urine screening: random and mandatory urine testing is to comply with court, probation and/or parole requirements and are carried out as a therapeutic tool in the treatment process.

Case Management: LC case management services are an integral aspect of treatment planning and will be addressed within each client's plan of care to ensure that the needs are addressed and met. The primary case management focus will be to support clients to foster responsibility and self-accountability to achieving health, wellness, and recovery; and the services will be provided by Certified SUD Counselors will include assessment, periodic reassessment, team coordination, monitoring progress and service delivery, peer support, advocacy, communication with probation/parole officers, housing/employment related services, referrals, etc.

Referrals: If during treatment, the client has additional needs, efforts will be made to make a referral to the appropriate community partners and/or alternative systems of care.

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D. Discharge Planning and exit criteria and process

Culturally, relationships are important and continued interaction is encouraged. The Certified SUD Counselors “keep the door open” for clients and their families after they graduate from treatment. Discharge plans are developed with clients, based on their needs. It needs to be noted that two critical priorities for subject clients are securing housing and employment. Case management support is critical for clients to secure financial stability and permanent housing. Once a client has achieved his/her treatment goals the assigned Certified SUD Counselor will discuss graduation and support structures needed to maintain recovery; and may be linked with other agency services that match their strengths, interests, and long-term goals. If it is determined that the needs of a client cannot be further met by TLC, the client will be referred to an appropriate service and the case will be discharged after successful connection with the referral service(s).

E. Program staffing

Entre Familia Outpatient has an interdisciplinary team that consists of an MD, LCSW, RN, Certified SUD Counselors and a House Attendant who provide for co-occurring disorder clients therapeutic services (i.e., individual, group, and family counseling, crisis interventions, case management, individual and family therapy, and ancillary services; and maintains clients clinical records: they record clients participation in and responses to treatment, preparation of treatment plans with each client and discharge plans and discharge summaries).

LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies, i.e., Trauma-Focused Seeking Safety, DBT, Psycho-Ed., CBT, and MI.

All staff is trained regarding subject policies and procedures concerning client confidentiality and HIPAA requirements for agency-wide programs; in new employee orientation packets subject policies and procedures are included and each new employee is required to read them, thereafter sign that they have read them and verify that they will adhere to same and provided with a copy of each signed document. Agency-wide quarterly trainings are conducted regarding subject topics, to emphasize the importance of adherence; and copies of these policies and procedures are in LC operational manual and distributed to each employee, as part of their new employee packet; and violation of subject policies may lead to and include termination. Patient consent for treatment services at LC and with other service providers is achieved via motivational interviewing to elicit the confidence and assurance that this is in their best interest to position them to achieve recovery.

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F. Vouchers
 N/A

7. Objectives and Measurements:

“All objectives and descriptions of how objectives will be measured, are contained in the document entitled Adult and Older Adult Performance Objectives FY 23-24.”

8. Continuous Quality Improvement:

TLC is in the process of updating its evaluation and quality improvement policies and procedures to ensure that our practices and procedures are accurately reflected and demonstrate our compliance with the DMC-ODS pilot evaluation and improvement requirements. Attachment 4 is the draft outline of same. Critical elements of the DMC-ODS Pilot Program are integrated within our operational practices that include providing a culturally rooted client-centered continuum of care for our communities, foster transparency and accountability, strive to optimize community services to leverage and optimize limited resources, employ evidence based practices to meet the needs of our clients, coordinate services with other community resources and other systems of care; and prioritizing criminal justice involved populations and pregnant and women with dependent children; and meet the ASAM criteria definition of medical necessity for services based on ASAM criteria (acute intoxication and withdrawal, bio-medical conditions and complications, cognitive, behavioral, and emotional conditions, readiness and motivation, relapse, continued use , continued problem, and recovery environment); additionally, four key focus areas are access, quality delivery of services, cost effectiveness, integration and coordination of care. We understand that we must build on the cultural strengths of our clients/families; and demonstrating respect for their culture/traditions includes involving them in decision making and addressing cultural customs in service delivery; we evaluate their experiences through satisfaction surveys, informal feedback sessions, focus groups, exit surveys, evaluation surveys, etc. After we have collected the data, we share it with our clients, discuss it, and make appropriate changes and/or revisions. The data collected from these evaluation and QI tools enables us to evaluate our programs, quantifiably measure progress, successes, and make appropriate programmatic adjustments/revisions to ensure that we offer culturally competent, responsive, and effective services delivery.

LC Clinical Supervisors will conduct weekly interdisciplinary clinical meetings; twice a month conduct clinical trainings to increase staff knowledge, skills, and abilities; conduct coaching sessions, individual, and group supervision to address issues and challenges; and conduct trainings regarding addressing staff well-being and healing. The QI Team consist of the Executive Director, MD, LCSWs’, RN MSN, Clinical Supervisor, and other appropriate staff. The following domains are key areas of focus to assure high quality and appropriate utilization of services: a) treatment content, and process, b) charts, c) facilities, d) staff training, e) client satisfaction, and f) health and safety. Additionally, the QI Team is responsible to assure that LC philosophy, mission, treatment model, and

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harm reduction are incorporated in all aspects of agency life and that LC adheres to license and certification compliance.

On an annual basis (June of each year) an agency-wide training assessment survey is distributed and completed by all staff. The data is compiled and licensure, certification, new administration standards, clinical, and other requirements are included in the training matrix, as well. A training plan is developed, and a calendar of monthly trainings (clinical, compliance related, and administrative) are scheduled; as well as ASAM and Drug Medi-Cal updates and mandatory trainings.

9. Required Language:
N/A

Appendix B Calculation of Charges

1. Method of Payment

A. 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. Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner

(1) For contracted services reimbursable by Fee for Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

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

(2) For contracted services reimbursable by Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

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

B. Final Closing Invoice

(1) For contracted services reimbursable by 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) For contracted services reimbursable by 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. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY.

D. Upon the effective date of this Agreement, and 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 Mental Health Service Act (Prop 63) portions of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. Program Budgets and Final Invoice

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

- Appendix B-1 – Casa Aviva Perinatal Residential
- Appendix B-2 – Casa Ollin Adult Male Residential
- Appendix B-3 – Casa Quetzal Adult Male Residential
- Appendix B-4 –Entre Familia Outpatient

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$956,590** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

C. 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.

D. The amount for each fiscal year, 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 Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation 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 Section 3.7 section of this Agreement.

- (1). Estimated Funding Allocations

July 1, 2018 to June 30, 2019	\$ 486,337
July 1, 2019 to June 30, 2020	\$ 1,735,492
July 1, 2020 to June 30, 2021	\$ 1,797,922
July 1, 2021 to June 30, 2022	\$ 1,860,192
July 1, 2022 to June 30, 2023	\$ 2,012,340
July 1, 2023 to June 30, 2024	\$ 2,063,284
July 1, 2024 to June 30, 2025	\$ 2,126,163
July 1, 2025 to June 30, 2026	\$ 2,227,156
July 1, 2026 to June 30, 2027	\$ 2,332,946
SubTotal July 1, 2018 to June 30, 2027	\$ 16,641,832
Contingency	\$956,590
TOTAL July 1, 2018 to June 30, 2027	\$ 17,598,422

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		N/A		Document Date		7/1/2023		Appendix B, Page 1	
Legal Entity Name/Contractor Name		Latino Commission on Alcohol and Drug Abuses Services of San Mateo County, Inc.				Fiscal Year		2022-2023	
Contract ID Number		1000011177				Funding Notification Date		4/7/2022	
Appendix Number	B-#1	B-#2	B-#3	B-#4					
Provider Number	383893	388919	383847	380311					
Program Name	Aviva House Perinatal Residential	Casa Ollin Adult Male Residential	Casa Quetzal Adult Male Residential	Entre Familia Outpatient					
Program Code	3893AHR	97037	3847CQR	0311EF					
Funding Term	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023					
FUNDING USES									TOTAL
Salaries	325,974	273,799	294,074	74,672					968,519
Employee Benefits	97,792	82,140	88,222	22,402					290,556
Subtotal Salaries & Employee Benefits	423,766	355,939	382,296	97,074					1,259,075
Operating Expenses	116,450	185,813	166,905	21,620					490,788
Capital Expenses	-	-	-	-					-
Subtotal Direct Expenses	540,216	541,752	549,201	118,694					1,749,863
Indirect Expenses	81,033	81,262	82,380	17,803					262,478
Indirect %	15.0%	15.0%	15%	15.0%					15%
TOTAL FUNDING USES	621,249	623,014	631,581	136,496					2,012,340
							Employee Benefits Rate		30%
BHS MENTAL HEALTH FUNDING SOURCES									
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BHS SUD FUNDING SOURCES									
Federal SABG CRRSAA Grant, CFDA 93.959		286,115							\$ 286,115
SUD Fed Perinatal DMC FFP, CFDA 93.778	\$ 61,416								\$ 61,416
SUD Fed DMC FFP, CFDA 93.778	\$ 61,416		\$ 131,938	\$ 12,188					\$ 205,542
SUD State DMC				\$ 6,562					\$ 6,562
SUD State General Fund (ODS Waiver)	\$ 33,070		\$ 71,043						\$ 104,113
SUD County General Fund	\$ 407,253	313,598	\$ 404,791	\$ 37,732					\$ 1,163,374
SUD State Perinatal DMC	\$ 33,070								\$ 33,070
SUD County General Fund (COdB)	25,024	23,301	23,809	2,274					74,408
									\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ 621,249	623,014	\$ 631,581	\$ 58,756	\$ -	\$ -	\$ -	\$ -	\$ 1,934,600
OTHER DPH FUNDING SOURCES									
BH MC County Prop C Homeless Services				\$ 77,740					\$ 77,740
									\$ -
									\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ 77,740	\$ -	\$ -	\$ -	\$ -	\$ 77,740
TOTAL DPH FUNDING SOURCES	\$ 621,249	\$ 623,014	\$ 631,581	\$ 136,496	\$ -	\$ -	\$ -	\$ -	\$ 2,012,340
NON-DPH FUNDING SOURCES									
									\$ -
									\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 621,249	\$ 623,014	\$ 631,581	\$ 136,496	\$ -	\$ -	\$ -	\$ -	\$ 2,012,340
Prepared By	Rosario Zatarain			Phone Number 650-244-0306					

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

DHCS Legal Entity Number N/A		Provider Name Latino Commission on Alcohol and Drug Abuses Services of San Mateo County, Inc.				Appendix Number	B-#1
Provider Number 383893		Contract ID Number 1000011177				Page Number	1
						Fiscal Year	2022-2023
						Funding Notification Date	4/7/2022
Program Name		Aviva House Perinatal Residential					
Program Code		3893AHR	3893AHR				
Mode/SFC (MH) or Modality (SUD)		ODS-112	Res-58				
Service Description		ODS Residential 3.1	ODS Room & Board, Residential Treatment				
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/22-06/30/23	07/01/22-06/30/23				
FUNDING USES							TOTAL
Salaries & Employee Benefits		\$ 296,847	\$ 126,919				423,769
Operating Expenses		\$ 57,543	\$ 58,907				116,450
Capital Expenses							0
Subtotal Direct Expenses		354,390.00	185,826.00				540,216
Indirect Expenses		53,159.00	27,874.00				81,033
Indirect %		15.0%	15.0%				15%
TOTAL FUNDING USES		\$ 407,549	\$ 213,700				621,249
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity					
This row left blank for funding sources not in drop-down list							
TOTAL BHS MENTAL HEALTH FUNDING SOURCES							
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity					
Federal SABG CRRSAA Grant, CFDA 93.959		240646-10001-10038321-0001					\$ -
SUD Fed DMC FFP, CFDA 93.778		240646-10000-10001681-0003	\$ 61,416				\$ 61,416
SUD Fed Perinatal DMC FFP, CFDA 93.778		240646-10000-10001681-0003	\$ 61,416				\$ 61,416
SUD State Perinatal DMC		240646-10000-10001681-0003	\$ 33,070				\$ 33,070
SUD State General Fund (ODS Waiver)		240646-10000-10001681-0003	\$ 33,070				\$ 33,070
SUD County General Fund		240646-10000-10001681-0003	\$ 198,558	\$ 208,695			\$ 407,253
SUD County General Fund (CODB)		240646-10000-10001681-0003	\$ 20,019	\$ 5,005			\$ 25,024
This row left blank for funding sources not in drop-down list							
TOTAL BHS SUD FUNDING SOURCES		\$ 407,549	\$ 213,700				\$ 621,249
OTHER DPH FUNDING SOURCES		Dept-Auth-Proj-Activity					
							\$ -
This row left blank for funding sources not in drop-down list							
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -				\$ -
TOTAL DPH FUNDING SOURCES		\$ 407,549	\$ 213,700				\$ 621,249
NON-DPH FUNDING SOURCES							
This row left blank for funding sources not in drop-down list							
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -				\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		407,549	213,700				621,249
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased		6	Inclusive				
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)				
DPH Units of Service		1,752	1,752				
Unit Type		Day	Bed Days				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 232.62	\$ 121.97				
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 232.62	\$ 121.97				
Published Rate (Medi-Cal Providers Only)		\$ 232.62					
Unduplicated Clients (UDC)		18	Inclusive				18

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 100001177
 Program Name Aviva House Perinatal Residential
 Program Code 3893AHR, 3893PNR

Appendix Number B-1
 Page Number 3
 Fiscal Year 2022-2023
 Funding Notification Date 4/7/2022

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003 (ODS-112) 3893AHR	240646-10000-10001681-0003 (Room & Board) RES-58		
Funding Term	(07/01/22-06/30/23):	(07/01/22-06/30/23):	(07/01/22-06/30/23):		
Rent	\$ 17,247	\$ 5,205	\$ 12,042		
Utilities (telephone, electricity, water, gas)	\$ 20,909	\$ 7,518	\$ 13,391		
Building Repair/Maintenance	\$ 8,937	\$ 3,765	\$ 5,172		
Occupancy Total:	\$ 47,093	\$ 16,488	\$ 30,605		
Office Supplies	\$ 3,757	\$ 2,777	\$ 980		
Photocopying	\$ -	\$ -	\$ -		
Program Supplies/ Household supplies	\$ 2,096	\$ 1,397	\$ 699		
Computer Hardware/Software	\$ 1,500	\$ 1,050	\$ 450		
Materials & Supplies Total:	\$ 7,353	\$ 5,224	\$ 2,129		
Training/Staff Development	\$ 1,500	\$ 1,050	\$ 450		
Insurance	\$ 6,343	\$ 5,019	\$ 1,324		
Professional License	\$ -	\$ -	\$ -		
Permits	\$ 787	\$ 551	\$ 236		
Equipment Lease & Maintenance	\$ 2,007	\$ 1,586	\$ 421		
General Operating Total:	\$ 10,637	\$ 8,206	\$ 2,431		
Local Travel	\$ 2,150	\$ 1,690	\$ 460		
Out-of-Town Travel	\$ 1,497	\$ 1,050	\$ 447		
Field Expenses	\$ -	\$ -	\$ -		
Staff Travel Total:	\$ 3,647	\$ 2,740	\$ 907		
Therapist: Rebeca Baculpo Conducts staff training, provides program support and client consultation: The hourly rate is \$110 per hour, average 2.33 per week at 48 weeks during the fiscal year (\$110 x 111.84 hours = \$12,302.40 (111.84 hours= 2.33 x 48)	\$ 12,303	\$ 7,657	\$ 4,646		
Therapist: Luis Ciprez Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 1.78 per week at 48 weeks during the fiscal year (\$100 x 85.66 hours = \$8,566. (85.66 hours= 1.78 x 48)	\$ 8,566	\$ 3,504	\$ 5,062		
Therapist: Eleana Coll Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 0.31 per week at 48 weeks during the fiscal year (\$100 x 15 hours = \$1,500. (15 hours=0.31 x 48)	\$ 1,500	\$ 1,056	\$ 444		
Medical Director: Dr. John Christian O'Neil: Provides medical services, support and client consultation: The Hourly rate is \$125 per hour, average 1.16 per week at 48 weeks during the fiscal year (\$125 x 56 hours = \$7,000. (56 hours= 1.16 x 48)	\$ 7,000	\$ 1,064	\$ 5,936		
Body Healer: Akiyo Mineo-Aldis: Provides Body Manipulation to clients in early recovery to reduce stress and help in alcohol and drug detoxification: The hourly rate is \$60 per hour, average 2.1 hours per week at 16 weeks during the fiscal year (\$60 x 33.33 hours = \$2,000. (33.33 hours= 2.1 x 16)	\$ 2,000	\$ 200	\$ 1,800		
Consultant/Subcontractor Total:	\$ 31,369	\$ 13,481	\$ 17,888		
Client Transportation/Gas	\$ 2,490	\$ 1,743	\$ 747		
Vehicle Maintenance for van used for clients	\$ 1,000	\$ 790	\$ 210		
Client Drug Testing	\$ 1,500	\$ 1,050	\$ 450		
Client Activities	\$ 1,500	\$ 1,050	\$ 450		
Client Taxi/Vouchers/Bus Passes	\$ 3,000	\$ 1,900	\$ 1,100		
Client Food	\$ 2,498	\$ 1,750	\$ 748		
Client House Supplies/ Small Client furniture	\$ 4,363	\$ 3,121	\$ 1,242		
Other Total:	\$ 16,351	\$ 11,404	\$ 4,947		
TOTAL OPERATING EXPENSE	\$ 116,450	\$ 57,543	\$ 58,907		

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

DHCS Legal Entity Number N/A		Appendix Number B-#2	
Provider Name Latino Commission on Alcohol and Drug Abuses Services of San Mateo County, Inc.		Page Number 1	
Provider Number 388919		Fiscal Year 2022-2023	
Contract ID Number 1000011177		Funding Notification Date 4/7/2022	
Program Name Casa Ollin Adult Male Residential			
Program Code	97037	97037	
Mode/SFC (MH) or Modality (SUD)	Res-59	Res-59	
Service Description	ODS Room & Board Recovery Residences	ODS Room & Board Recovery Residences	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/2022-06/30/2023	07/01/2022-12/31/2022	
FUNDING USES			TOTAL
Salaries & Employee Benefits	184,648	171,291	355,939
Operating Expenses	108,308	77,505	185,813
Capital Expenses	-	-	-
Subtotal Direct Expenses	292,956	248,796	541,752
Indirect Expenses	43,943	37,319	81,262
Indirect %	15.0%	15.0%	15.0%
TOTAL FUNDING USES	336,899	286,115	623,014
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
This row left blank for funding sources not in drop-down list			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$	-	
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
Federal SABG CRRSAA Grant, CFDA 93.959	240646-10001-10038563-0001	\$ 286,115	\$ 286,115
SUD County General Fund	240646-10000-10001681-0003	\$ 313,598	\$ 313,598
SUD County General Fund (CODB)	240646-10000-10001681-0003	\$ 23,301	\$ 23,301
			\$ -
			\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ 336,899	\$ 286,115	\$ - \$ 623,014
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity		
			\$ -
This row left blank for funding sources not in drop-down list			
TOTAL OTHER DPH FUNDING SOURCES	\$	-	\$ - \$ -
TOTAL DPH FUNDING SOURCES	\$ 336,899	\$ 286,115	\$ - \$ 623,014
NON-DPH FUNDING SOURCES			
This row left blank for funding sources not in drop-down list			
TOTAL NON-DPH FUNDING SOURCES	\$	-	\$ - \$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	336,899	286,115	- 623,014
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased	12		
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service	1,968	1,672	
Unit Type	Bed Days		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 171.15	\$ 171.15	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 171.15	\$ 171.15	
Published Rate (Medi-Cal Providers Only)			Total UDC
Unduplicated Clients (UDC)	24	Inclusive	24

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 100001177
 Program Name Casa Ollin Adult Male Residential
 Program Code 97037

Appendix Number B-#2
 Page Number 3
 Fiscal Year 2022-2023
 Funding Notification Date 4/7/2022

Expense Categories & Line Items	TOTAL	ODS Room & Board Recovery Residences 240646-10000-10001681- 0003 Res 59	ODS Room & Board Recovery Residences240646-10001- 10038563-0001 Res 59	
Funding Term	(07/01/22-06/30/23):	(07/01/22-06/30/23):	(07/01/22-12/31/22):	
Rent	\$ 121,113	\$ 61,113	\$ 60,000	
Utilities (telephone, electricity, water, gas)	\$ 11,628	\$ 5,814	\$ 5,814	
Building Repair/Maintenance	\$ 4,005	\$ 2,005	\$ 2,000	
Occupancy Total:	\$ 136,746	\$ 68,932	\$ 67,814	
Office Supplies	\$ 2,699	\$ 1,506	\$ 1,193	
Photocopying	\$ -	\$ -	\$ -	
Program Supplies	\$ -	\$ -	\$ -	
Computer Hardware/Software	\$ 400	\$ 200	\$ 200	
Materials & Supplies Total:	\$ 3,099	\$ 1,706	\$ 1,393	
Training/Staff Development	\$ -	\$ -	\$ -	
Insurance	\$ 5,947	\$ 2,975	\$ 2,972	
Professional License	\$ -	\$ -	\$ -	
Permits	\$ -	\$ -	\$ -	
Equipment Lease & Maintenance	\$ 2,038	\$ 1,019	\$ 1,019	
General Operating Total:	\$ 7,985	\$ 3,994	\$ 3,991	
Local Travel	\$ 2,028	\$ 1,014	\$ 1,014	
Out-of-Town Travel	\$ -	\$ -	\$ -	
Field Expenses	\$ -	\$ -	\$ -	
Staff Travel Total:	\$ 2,028	\$ 1,014	\$ 1,014	
Therapist: Rebeca Baculpo Conducts staff training, provides program support and client consultation: The hourly rate is \$110 per hour, average 2.33 per week at 48 weeks during the fiscal year (\$110 x 111.84 hours = \$12,302.40 (111.84 hours= 2.33 x 48)	\$ 12,302	\$ 12,302	\$ -	
Therapist: Luis Ciprez Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 1.78 per week at 48 weeks during the fiscal year (\$100 x 85.66 hours = \$8,566. (85.66 hours= 1.78 x 48)	\$ 8,566	\$ 8,566	\$ -	
Therapist: Eleana Coil Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 0.31 per week at 48 weeks during the fiscal year (\$100 x 15 hours = \$1,500. (15 hours=0.31 x 48)	\$ 1,500	\$ 1,500	\$ -	
Medical Director: Dr. John Christian O'Neil: Provides medical services, support and client consultation: The Hourly rate is \$125 per hour, average 1.16 per week at 48 weeks during the fiscal year (\$125 x 56 hours = \$7000. (56 hours= 1.16 x 48)	\$ 7,000	\$ 7,000	\$ -	
	\$ -	\$ -	\$ -	
Consultant/Subcontractor Total:	\$ 29,368	\$ 29,368	\$ -	
Client Transportation/Gas	\$ -	\$ -	\$ -	
Vehicle Maintenance for van used for clients	\$ -	\$ -	\$ -	
Client Drug Testing	\$ 2,092	\$ 1,046	\$ 1,046	
Client Household Supplies/ Small Client Furniture	\$ 4,495	\$ 2,248	\$ 2,247	
Client Taxi/Vouchers/Bus Passes	\$ -	\$ -	\$ -	
Client Food	\$ -	\$ -	\$ -	
Other Total:	\$ 6,587	\$ 3,294	\$ 3,293	
TOTAL OPERATING EXPENSE	\$ 185,813	\$ 108,308	\$ 77,505	

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

DHCS Legal Entity Number N/A		Appendix Number B-#3	
Provider Name Latino Commission on Alcohol and Drug Abuses Services of San Mateo		Page Number 1	
Provider Number 383847		Fiscal Year 2022-2023	
Contract ID Number 1000011177		Funding Notification Date 4/7/2022	
Program Name Casa Quetzal Adult Male Residential			
Program Code 3847CQR		3847CQR	
Mode/SFC (MH) or Modality (SUD) ODS-112		Res-58	
Service Description ODS Residential 3.1		ODS Room & Board, Residential Treatment	
Funding Term: 07/01/22-06/30/23		07/01/22-06/30/23	
FUNDING USES			TOTAL
Salaries & Employee Benefits	\$ 298,472	\$ 83,824	\$ 382,296
Operating Expenses	\$ 158,074	\$ 8,831	\$ 166,905
Capital Expenses	\$ -		\$ -
Subtotal Direct Expenses	\$ 456,546	\$ 92,655	\$ 549,201
Indirect Expenses	\$ 68,482	\$ 13,898	\$ 82,380
Indirect %	15.0%	15.0%	15.0%
TOTAL FUNDING USES	\$ 525,028	\$ 106,553	\$ 631,581
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
This row left blank for funding sources not in drop-down list			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES			
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
SUD Fed DMC FFP, CFDA 93.778	240646-10000-10001681-0003	\$ 131,938	\$ 131,938
SUD State General Fund (ODS Waiver)	240646-10000-10001681-0003	\$ 71,043	\$ 71,043
SUD County General Fund	240646-10000-10001681-0003	\$ 303,000	\$ 404,791
SUD County General Fund (CODB)	240646-10000-10001681-0003	\$ 19,047	\$ 23,809
This row left blank for funding sources not in drop-down list			
TOTAL BHS SUD FUNDING SOURCES	\$ 525,028	\$ 106,553	\$ - \$ 631,581
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity		
This row left blank for funding sources not in drop-down list			
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 525,028	\$ 106,553	\$ - \$ 631,581
NON-DPH FUNDING SOURCES			
This row left blank for funding sources not in drop-down list			
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	525,028	106,553	- 631,581
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased		8	Inclusive
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service	2,320	2,320	
Unit Type	Day	Bed Days	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 226.31	\$ 45.93	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 226.31	\$ 45.93	
Published Rate (Medi-Cal Providers Only)	\$ 226.31		Total UDC
Unduplicated Clients (UDC)	24	Inclusive	Inclusive 24

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number	1000011177	Appendix Number	B-#3
Program Name	Casa Quetzal Adult Male Residential	Page Number	3
Program Code	3847CQR	Fiscal Year	2022-2023
		Funding Notification Date	4/7/2022

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003 (ODS-112)	240646-10000-10001681-0003 (Room & Board)		
Funding Term	(07/01/22-06/30/23):	(07/01/22-06/30/23):	(07/01/22-06/30/23):		
Rent	\$ 99,626	\$ 98,736	\$ 890		
Utilities (telephone, electricity, water, gas)	\$ 12,384	\$ 12,111	\$ 273		
Building Repair/Maintenance	\$ 1,638	\$ 1,432	\$ 206		
Occupancy Total:	\$ 113,648	\$ 112,279	\$ 1,369		
Office Supplies	\$ 1,907	1,707	200		
Photocopying	\$ -	0	0		
Program Supplies/House Supplies	\$ 4,141	3,929	212		
Computer Hardware/Software	\$ -				
Materials & Supplies Total:	\$ 6,048	\$ 5,636	\$ 412		
Training/Staff Development	\$ 900	\$ 720	\$ 180		
Insurance	\$ 2,945	\$ 2,756	\$ 189		
Professional License	\$ -				
Subscription fee	\$ -				
Equipment Lease & Maintenance	\$ 1,157	\$ 1,056	\$ 101		
General Operating Total:	\$ 5,002	\$ 4,532	\$ 470		
Local Travel	\$ 900	\$ 800	\$ 100		
Out-of-Town Travel	\$ -				
Field Expenses	\$ -				
Staff Travel Total:	\$ 900	\$ 800	\$ 100		
Therapist: Rebeca Baculpo Conducts staff training, provides program support and client consultation: The hourly rate is \$110 per hour, average 2.33 per week at 48 weeks during the fiscal year (\$110 x 111.84 hours = \$12,302.40 (111.84 hours= 2.33 x 48)	\$ 12,302	\$ 11,087	\$ 1,215		
Therapist: Luis Ciprez Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 1.78 per week at 48 weeks during the fiscal year (\$100 x 85.66 hours = \$8,566. (85.66 hours= 1.78 x 48)	\$ 8,566	\$ 7,944	\$ 622		
Therapist: Eleana Coll Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 0.31 per week at 48 weeks during the fiscal year (\$100 x 15 hours = \$1,500. (15 hours=0.31 x 48)	\$ 1,500	\$ 1,056	\$ 444		
Medical Director: Dr. John Christian O'Neil: Provides medical services, support and client consultation: The Hourly rate is \$125 per hour, average 1.16 per week at 48 weeks during the fiscal year (\$125 x 56 hours = \$7000. (56 hours= 1.16 x 48)	\$ 7,000	\$ 5,600	\$ 1,400		
Consultant/Subcontractor Total:	\$ 29,368	\$ 25,687	\$ 3,681		
Client Transportation/Gas	\$ 2,000	\$ 1,600	\$ 400		
Vehicle Maintenance for van used for clients	\$ 1,000	\$ 800	\$ 200		
Client Drug Testing	\$ 1,800	\$ 1,540	\$ 260		
Client Activities	\$ 1,250	\$ 1,000	\$ 250		
Client Taxi/Vouchers/Bus Passes	\$ 2,500	\$ 2,200	\$ 300		
Client Food	\$ 3,389	\$ 2,000	\$ 1,389		
Other Total:	\$ 11,939	\$ 9,140	\$ 2,799		
TOTAL OPERATING EXPENSE	\$ 166,905	\$ 158,074	\$ 8,831		

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

DHCS Legal Entity Number N/A						Appendix Number B-#4
Provider Name Latino Commission on Alcohol and Drug Abuses Services of San Mateo County, Inc.						Page Number 1
Provider Number 380311						Fiscal Year 2022-2023
Contract ID Number 100001177						Funding Notification Date 4/7/2022
Program Name Entre Familia Outpatient						JOSE LUIS GUZMAN: Updated Code
Program Code	0311EF	0311EF	0311EF	0311EF		
Mode/SFC (MH) or Modality (SUD)	ODS-91i	ODS-91g	ODS-91cm	ANC-68		
Service Description	ODS OT Individual Counseling	ODS OT Group Counseling	ODS OT Case Management	SA-Ancillary Svcs Case Mgmt		
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023		
FUNDING USES						TOTAL
Salaries & Employee Benefits	13,317	13,317	11,614	58,825	97,073	
Operating Expenses	9,671	1,695	1,479	8,775	21,620	
Capital Expenses					0	
Subtotal Direct Expenses	22,988	15,012	13,093	67,600	118,693	
Indirect Expenses	3,448	2,252	1,963	10,140	17,803	
Indirect %	15.0%	15.0%	15%	15%	15%	
TOTAL FUNDING USES	26,436	17,264	15,056	77,740	136,496	
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity					
This row left blank for funding sources not in drop-down list						
TOTAL BHS MENTAL HEALTH FUNDING SOURCES						
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity					
SUD Fed DMC FFP, CFDA 93.778	240646-10000-10001681-0003	4,396	3,396	4,396	12,188	
SUD State DMC	240646-10000-10001681-0003	3,281	1,640	1,640	6,562	
SUD County General Fund	240646-10000-10001681-0003	17,487	11,877	8,369	37,732	
SUD County General Fund (COB)	240646-10000-10001681-0003	1,272	351	651	2,274	
This row left blank for funding sources not in drop-down list						
TOTAL BHS SUD FUNDING SOURCES		\$ 26,436	\$ 17,264	\$ 15,056	\$ -	\$ 58,756
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity					
BH MC County Prop C Homeless Services	210708-21531-10037397-0007				\$ 77,740	\$ 77,740
This row left blank for funding sources not in drop-down list						
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ 77,740	\$ 77,740
TOTAL DPH FUNDING SOURCES		\$ 26,436	\$ 17,264	\$ 15,056	\$ 77,740	\$ 136,496
NON-DPH FUNDING SOURCES						
This row left blank for funding sources not in drop-down list						
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		26,436	17,264	15,056	77,740	136,496
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased						
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service		300	200	200	975	
Unit Type		15 minutes	15 minutes	15 minutes	Hours	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 88.12	\$ 86.32	\$ 75.28	\$ 79.73	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 88.12	\$ 86.32	\$ 75.28	\$ 79.73	
Published Rate (Medi-Cal Providers Only)		\$ 88.12	\$ 86.32	\$ 75.28	\$ 79.73	Total UDC
Unduplicated Clients (UDC)		4	Included	Included		4

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 100011177
 Program Name Entre Familia Outpatient
 Program Code 0311EF

Appendix Number B-#4
 Page Number 3
 Fiscal Year 2022-2023
 Funding Notification Date 4/7/2022

Expense Categories & Line Items	TOTAL	ODS OT Individual Counseling 246646-10000-10001681-0003	ODS OT Group Counseling 246646-10000-10001681-0003	ODS OT Case Management 246646-10000-10001681-0003	Ancillary Servces210708-21531-10037397-0007
Funding Term	(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):
Rent	\$ 8,923	\$ 5,390	\$ 348	760	\$ 2,425.00
Utilities (telephone, electricity, water, gas)	\$ 4,658	\$ 2,354	\$ 616	533	\$ 1,155.00
Building Repair/Maintenance	\$ -				
Occupancy Total:	\$ 13,581	\$ 7,744	\$ 964	1,293	3,580
Office Supplies	\$ 621				\$ 621.00
Photocopying	\$ -	\$ -			
Program Supplies	\$ 1,004	\$ 510	\$ 146	75	\$ 274.00
Computer Hardware/Software	\$ 3,000				\$ 3,000.00
Materials & Supplies Total:	\$ 4,625	\$ 510	\$ 146	75	3,895
Training/Staff Development	\$ 500				\$ 500.00
Insurance	\$ 2,372	\$ 1,164	\$ 333	75	\$ 800.00
Professional License	\$ -				
Permits	\$ -				
Equipment Lease & Maintenance	\$ 541	\$ 253	\$ 252	36	
General Operating Total:	\$ 3,413	\$ 1,417	\$ 585	111	1,300
Local Travel	\$ -				
Out-of-Town Travel	\$ -				
Field Expenses	\$ -				
Staff Travel Total:	\$ -	\$ -	\$ -	0	
	\$ -				
	\$ -				
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	0	
Other (provide detail):	\$ -				
	\$ -				
	\$ -				
Other Total:	\$ -	\$ -	\$ -	0	0
TOTAL OPERATING EXPENSE	\$ 21,619	9,671	1,695	1,479	8,775

APPENDIX D

Data Access Agreement

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. Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;
 2. Communicating with the SFDPH IT Service Desk;
 3. Providing Agency Data User(s) details to the City;
 4. Ensuring that Agency Data User(s) complete required SFDPH trainings annually;
 5. Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and
 6. Provisioning and deprovisioning Agency Data Users as detailed herein.
- To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, dph.helpdesk@sfdph.org.

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, (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, (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:

1. Read information displayed or transmitted by the System accurately and completely;
2. Ensure that Agency Data Users are trained on the use of the System;
3. Be responsible for decisions made based on the use of the System;
4. Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
5. Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;

6. Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;

7. Use the System only in accordance with applicable standards of good medical practice.

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

Article 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.

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

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

2. **Written Report:** Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include,

but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

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

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

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

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

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. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
2. Compliance with Epic Terms and Conditions.
 - a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:
3. Epic-Provided Terms and Conditions
 - a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
 - b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

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

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

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

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

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

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

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

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

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

2. Information Technology (IT) Support.

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

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Each user is unique and agrees not to share accounts or passwords.
- c. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- d. Applicants must complete the credentialling 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 # 1000011177**

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 August 3, 2022 (“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:

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

RECITALS

- A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.
- C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).
- D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.
- E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

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

1. Definitions.

a. Breach means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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.

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.

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San Francisco Department of Public Health
Business Associate Agreement

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.

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

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San Francisco Department of Public Health
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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 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

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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 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

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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 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.

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San Francisco Department of Public Health
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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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San Francisco Department of Public Health
Business Associate Agreement

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

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

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

4. Amendment to Comply with Law.

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

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
Hotline (Toll-Free): 1-855-729-6040

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date	
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IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Contractor Name:		Contractor City Vendor ID	
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DATA SECURITY ATTESTATION

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

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

I. All Contractors.

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Appendix F
Invoices

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.

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

Latino Commission

This Agreement is made this 1st day of July 2018, in the City and County of San Francisco, State of California, by and between Latino Commission, 301 Grand Avenue, #301, South San Francisco, CA 94080 ("Contractor") and City.

Recitals

WHEREAS, the Department of Public Health ("Department") wishes to provide mental health and substance abuse treatment services; and,

WHEREAS, a Request for Proposal (RFP-26-2016) was issued on September 27, 2016 and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 48652-16/17 on June 19, 2017;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and Department of Public Health."

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

1.4 "Contractor" or "Consultant" means Latino Commission, 301 Grand Avenue, #301, South San Francisco, CA 94080

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

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

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

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

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 **Compensation.**

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Six Million Ninety-Six Thousand Five Hundred Ninety-Five Dollars (\$6,096,595)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until Department of Public Health approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City specified in Section 3.3.6, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

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

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

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

3.3.7 Grant Funded Contracts.

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

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

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

If Contractor expends less than \$500,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

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

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

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this

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

3.6 Reserved. (Payment of Prevailing Wages)

Article 4 Services and Resources

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

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

4.3 Subcontracting.

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

4.3.2 Contractor will not employ subcontractors.

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

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other

benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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

4.5 Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned

or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

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

4.7 Reserved. Liquidated Damages.

4.8 **Reserved. Bonding Requirements.**

Article 5 Insurance and Indemnity

5.1 **Insurance.**

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) 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; and
- (c) 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.
- (d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (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.

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

- (a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

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

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

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

5.1.7 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or

higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

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

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

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

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

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL,

CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2 Termination for Default; Remedies.

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

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

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

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

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy,

insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

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

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

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue

Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

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

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

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

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code

(Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

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

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements**

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

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

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

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

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

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

10.10 **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the

general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701)

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure)

10.13 Reserved. (Working with Minors)

10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when

the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Public Access to Nonprofit Records and Meetings. If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

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

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

10.19 Reserved. (Preservative Treated Wood Products)

Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 101 Grove Street, Room 410 San Francisco, California 94102	e-mail: David.Folmar@sfdph.org
And:	Elizabeth Davis CDTA 1380 HOWARD STREET SAN FRANCISCO, CA 94103	e-mail: Francine.Austin@sfdph.org
To CONTRACTOR:	LATINO COMMISSION 301 GRAND AVE, SUITE 301 SAN FRANCISCO, CA 94080	e-mail: Maria.newson@thelatinocommission.org

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Reserved.**

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.6.3 **Health and Human Service Contract Dispute Resolution Procedure.** The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix G incorporated herein by this reference.

11.7 **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 **Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 **Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, any RFPs, and any Contractor's proposals. RFPs and Contractor's proposals are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

12.2 **Exclusion Lists and Employee Verification.** Upon hire and monthly thereafter, Contractor will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) your program or agency. Proof of checking these lists will be retained for seven years.

12.3 Certification Regarding Lobbying.

CONTRACTOR certifies to the best of its knowledge and belief that:

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

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

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

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

12.4 Materials Review.

CONTRACTOR agrees that all materials, including without limitation print, audio, video, and electronic materials, developed, produced, or distributed by personnel or with funding under this Agreement shall be subject to review and approval by the Contract Administrator prior to such production, development or distribution. CONTRACTOR agrees to provide such materials sufficiently in advance of any deadlines to allow for adequate review. CITY agrees to conduct the review in a manner which does not impose unreasonable delays on CONTRACTOR'S work, which may include review by members of target communities.

12.5 Emergency Response.

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan for each of its service site. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection

In a declared emergency, CONTRACTOR'S employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are

required to identify and keep Community Programs staff informed as to which two staff members will serve as CONTRACTOR'S prime contacts with Community Programs in the event of a declared emergency.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

13.2 Reserved. (Payment Card Industry ("PCI") Requirements.

13.3 Business Associate Agreement

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR will:

1. Do at least one or more of the following:
 - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
 - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
 - C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE

FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:

- a. **Appendix E SFDPH Business Associate Agreement (BAA) (04-12-2018)**
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. **NOT do any of the activities listed above in subsection 1;**
Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

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

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

CITY

CONTRACTOR

Recommended by:

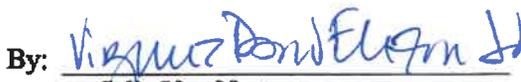
Latino Commission


Greg Wagner
Acting Director of Health
Department of Public Health

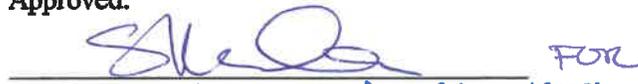

Executive Director
Deborah Camarillo
Supplier ID: 0000016576

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
~~Julie Van Nostern~~
Deputy City Attorney

Approved:

 FOR
~~Jaci Fong~~ ALANIC DEGRAFINRIED
Director of the Office of Contract Administration, and
Purchaser

- | | | | |
|----|---------------------------------|----|--------------------------------------|
| A: | Appendices
Scope of Services | H: | Substance Abuse Disorder
Services |
| B: | Calculation of Charges | | |
| C: | Reserved | | |
| D: | Reserved | | |
| E: | Business Associate Agreement | | |
| F: | Invoice | | |
| G: | Dispute Resolution | | |

Appendix A
Scope of Services – DPH Behavioral Health Services

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

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Andrew Williams**, Program Manager, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

(2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to

increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City, but will be settled during the provider's settlement process.

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

In the provision of SERVICES under BHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by BHS, as applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 – Adult Male Residential (Casa Quetzal)
Appendix A-2 – Adult Male Residential (Casa Olin)
Appendix A-3 – Perinatal Residential (Casa Aviva)

- 3. Services Provided by Attorneys.** Any services to be provided by a law firm or attorney to the City must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without

limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Contractor Name: The Latino Commission	Appendix A- 1
Program Name: Adult Male Residential Casa Quetzal	Contract Term: 07/01/2018 – 06/30/19

1. Identifiers:

Program Name: Adult Male Residential (Quetzal)
 635 Brunswick, San Francisco, CA 94112 – Quetzal
 Telephone: (415)337- 4065 Facsimile: (415)337- 4067
 Website Address: thelatinocommission.org

Contractor Address: 1001 Sneath Lane, Suite 307
 City, State, ZIP: San Bruno, CA 94066

Executive Director/Program Director: Debra Camarillo
 Telephone: 650-244-1444
 Email Address: debra.camarillo@thelatinocommission.org

Program Code(s): 38472

2. Nature of Document:

Original Contract Amendment Internal Contract Revision

3. Goal Statement:

To provide residential services for adult Latino men.

4. Target Population:

The Casa Quetzal location is 635 Brunswick Street, San Francisco, 94112. Casa Quetzal is a residential treatment program for Latino male substance abusers, aged 18 – 65, who reside in San Francisco. Most of our clients are recent immigrants with minimal literacy skills in English or Spanish. Many have significant trauma histories stemming from their immigration experience and/or community violence, which present an obstacle to treatment engagement and retention in mainstream “dominant culture-oriented programs.

5. Modality(s)/Intervention(s)

UOS and UDC information is documented on Appendix B, CRDC page.

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

TLC strategy to hire residential program graduates is consistent with peer support principles that include supporting clients in identifying how to access needed resources and advocating for clients, within the program and community; modeling healthy behavior in their own recovery and sharing their stories to inspire clients to achieve their goals; facilitating and encouraging change through realistic outcome driven goals that include education and skills building. Currently 80% of direct services staff are program graduates; the average number of years of experience of direct services staff members is 10 years; and TLC has successfully engaged, treated, and transitioned its clients which is reflected in funding source annual monitoring reports that ranks our treatment programs as meeting and/or exceeding expectation standards

Contractor Name: The Latino Commission	Appendix A- 1
Program Name: Adult Male Residential Casa Quetzal	Contract Term: 07/01/2018 – 06/30/19

All TLC positions have a corresponding position description that delineates duties and responsibilities, minimum qualifications, e.g., licenses, certifications, education, trainings, and other requirements. Only persons who at least meet minimum qualifications are interviewed and reference checks are conducted before an employment offer is made. Therefore, all professional and non-professional staff have the required experience and training necessary to perform the duties and responsibilities of the position for which they are hired.

B. Admission, enrollment and/or intake criteria and process where applicable

Persons enrolled are 18 to 65, residents of San Francisco, are: 1) persons who are able to complete addiction and/or mental health treatment, 2) persons who are stepping down from a more intensive level of care, 3) those persons who are in early stages of change and not yet ready to commit to full recovery, and 4) those persons who have achieved stability in recovery. Certified SUD Counselor will conduct a preliminary intake and assessment process with each person. During the intake process if a person is found to need withdrawal management we will refer him/her to a detox program.

C. Service delivery model

TLC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment has to be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy.

Treatment Planning: Upon enrollment in the program each client will complete an assessment/intake process, conducted by a Certified SUD Counselor; each client will also be seen by the Medical Director for a health screening (that includes a general health check-in including but not limited to: health questionnaire, blood pressure, heart and pulse rate check, review of medications; and staff sets appointment dates for physicals and TB testing etc.) and coordinates with the program’s interdisciplinary clinical team utilization reviews (key areas of focus to assure high quality and appropriate utilization of services include: treatment content and process, charts, facilities, staff training, client satisfaction, and health and safety) for all client file and signs off on all treatment plans of care, and consultations, as needed. In the event of an emergency a poster is placed on the agency front door that delineates emergency protocols; and the agency telephone voicemail message includes emergency protocols. Staff develops with the client a treatment plan of care; and the focus of the plan of care will be client-centered and strength based. The plan of care will include: 1) evaluation of the psycho-social factors in the clients behavior and may include: drug use, medical and dental status, legal status, socio-economic, AOD use and treatment, criminal history, mental health, family reunification goals, psycho-social and psychological matters and educational/vocational goals, 2) realistic outcome client driven goals that directly correspond to problematic areas, 3) specific action steps to be taken by the program (e.g., relapse prevention is interwoven throughout the treatment program and special emphasis is given to identification of triggers and relapse patterns) to accomplish stated goals; additionally, family assessment sessions may be conducted with members of the client’s family to better understand the client’s ability to participate in treatment, 4) random drug testing, 5) case management services, and 6)

Contractor Name: The Latino Commission	Appendix A- 1
Program Name: Adult Male Residential Casa Quetzal	Contract Term: 07/01/2018 – 06/30/19

target dates for resolution of problematic behaviors, achievement of goals, completion of action steps, completion of treatment, and referrals when appropriate.

Clinical Supervisor will conduct, on a weekly basis, an interdisciplinary clinical meeting that include individual and group supervision, client and peer chart reviews, case management reviews, trainings (twice a month) to increase capacity, address self-care matters, review of clients plans of care to ensure meeting compliance requirements, etc.

Facilities management includes maintaining on site policies and procedures to ensure that the facility complies with all applicable local, state, and federal laws and to ensure that the facility is maintained in a clean, safe, sanitary, and ATOD-free condition.

Hours of Operation: TLC will provide Treatment services on an annual basis, 7 days per week/24 hours per day; consistent with ASAM emergency service requirements

Duration of Services: The desired duration is 90 days and will be extended (once for 90 days) based on medical necessity. Clients are strongly encouraged to complete the program and will be encouraged to enroll in other agency programs and/or other systems of care.

Counseling Services: Individual: One-on-one counseling will be provided to address each client’s unique needs and to assist each client to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect each client’s behavior, emotions, thinking, and intrapersonal and interpersonal processes. • Group: Group counseling will consist of a combination of psycho-educational and process groups aimed at developing health coping skills, build community, accountability, and knowledge, skills, and abilities; and topics may include pride, respect, dignity, acculturation, reunification, identity, mental health stigma, triggers, relapse prevention, harm reduction, etc.

Family Counseling: Family Counseling assists the client in resolving problems in family and extended family relationships. This forum examines family communication patterns and violence where present; and helps to educate and assist families in identifying new ways of interacting with each other in a positive manner without displacing cultural values and roles.

Crisis Intervention: Crisis intervention will assist individuals in a crisis situation to restore equilibrium to their bio-psychosocial functioning and to minimize the potential for long-term psychological trauma.

Therapy: All treatment staff is trained to identify mental health disorders common with substance abusers; and all clients have an initial session with the LCSW that includes utilizing EBPs’ that address the relationship between PTSD and substance abuse and trauma recovery intervention principles and philosophies; and also may utilize eye movement desensitization and reprocessing (EMDR) therapy (which has been proven highly effective in the treatment of trauma and relief of psychological stress); and if deemed appropriate referrals will be made for mental health services to Mission Mental Health and/or Instituto Familiar de La Raza; these partner service providers understand the cultural context for mental health services; which includes alternative healing practices; and staff will maintain on-going contact with mental health providers and coordinate treatment to ensure integration and client compliance with his/her mental health treatment plan.

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Program Name: Adult Male Residential Casa Quetzal	Contract Term: 07/01/2018 – 06/30/19

Family/Friends Visit: Times are set aside each Saturday, Sunday and Holidays for clients, who have completed Phase 1, to receive family members and friends. Alternative visiting schedules will be developed for CPS supervised family visits, individuals facing family emergencies, and other family hardships.

Educational Services: Staff will coordinate services for clients who want to participate in ESL classes and prepare for GED examinations.

Vocational Assessment, Counseling and Job Search: Employment is a necessary component of alcohol and other drug treatment, one that decreases the likelihood of relapse to substance use and criminal behavior, supports family reunification, and bolsters the client’s self-esteem and psychological well-being; and topics may include career exploration, job seeking skills, completing application forms, interview techniques, role-playing, job etiquette, etc.

Patient Education: 1) Drug and Alcohol: drug and alcohol education provide clients with a biopsychosocial understanding of alcoholism and addiction. Staff and clients will discuss the harmful effects of alcohol and other drugs with clients presenting oral reports to the group on the drug(s) they abused.

Parenting Education: All clients are required to attend “No Tienes que Saberlo Todo” parenting class. This class focuses on the cultural nuances that come with Latino parenting with an emphasis on the strengths it carries. This is an 18-hour class that consists of six three-hour sessions. The class begins with an orientation and thereafter breaks out into groups which includes addressing parenting styles, child development, family communication, discipline, nutrition and health, exercise, self-esteem, limits and boundaries, impact of substance abuse on children, etc.

Social Skills Training: Life, health, and social skills, training includes addressing personal dress, hygiene, nutrition, AIDS/HIV, completing rental applications, managing money, etc. These skills are fostered through peer interactions, individual and group counseling, organized workshops, didactic presentations, role-playing, and role training.

New Immigration Laws and Immigrant Groups: Monthly groups are conducted by Centro Legal de La Raza to inform clients and their families of changes in the laws, legal status, and citizenship classes, etc.

Support Groups: AA and NA: Client may select support groups of their choice in the community as they become eligible for passes and privileges.

Therapeutic Recreational Activities are available for all clients and integrated into the weekly schedule. Clients will develop skills to release stress and maintain physical fitness. Activities may include sports activities, therapeutic art, medicinal drumming, movement, body massage, etc.

Transportation Services: Staff will make arrangements for clients to be transported to medical, picking up medications, other appointments related their recovery, etc.

Medication: TLC does not dispense medication. The MD (for all clients) during health screening reviews all client medications; and we provide information/educational materials for each client regarding medications and treatment interventions; and transportation to attend appointments and to pick up medications. The

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Certified SUD Counselor and the RN, under the supervision of the MD, will conduct educational groups regarding 1) the impact of medications (e.g., side effects), 2) medications that assist with withdrawal management, transitional medications, and maintenance medications, particular to addiction challenges, such as methadone, buprenorphine, naloxone, naltrexone; and when clients are prescribed new medications and/or change medications each client will meet with the RN to review implications and a wellness check in.

Drug Testing: Drug testing is random, probable cause, and sporadic urine screening: random and mandatory urine testing is to comply with court, probation and/or parole requirements and are carried out as a therapeutic tool in the treatment process.

Case Management: TLC case management services are an integral aspect of treatment planning and will be addressed within each client’s plan of care to ensure that the needs are addressed and met. The primary case management focus will be to support clients to foster responsibility and self-accountability to achieving health, wellness, and recovery; and the services will be provided by Certified SUD Counselors will include: assessment, periodic reassessment, team coordination, monitoring progress and service delivery, peer support, advocacy, communication with probation/parole officers, housing/employment related services, referrals, etc.

Referrals: If during the course of treatment, the client has additional needs, efforts will be made to make a referral to the appropriate community partners and/or alternative systems of care.

D. Discharge Planning and exit criteria and process

Culturally, relationships are important and continued interaction is encouraged. The Certified SUD Counselors “keep the door open” for clients and their families after they graduate from treatment. Discharge plans are developed with clients, based on their needs. It needs to be noted that two critical priorities for subject clients are securing housing and employment. Case management support is critical for clients to secure financial stability and permanent housing. Once a client has achieved his/her treatment goals the assigned Certified SUD Counselor will discuss graduation and support structures needed to maintain recovery; and may be linked with other agency services that match their strengths, interests, and long-term goals. If it is determined that the needs of a client cannot be further met by TLC, the client will be referred to an appropriate service and the case will be discharged after successful connection with the referral service(s).

E. Program staffing

This program has an interdisciplinary team that consists of a Medical Director, LCSW, RN, Certified SUD Counselors, and 3 Attendants; and we are aligned with community partners and other systems of care to leverage and optimize resources. TLC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment has to be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral

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Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy.

All staff is trained regarding subject policies and procedures concerning client confidentiality and HIPAA requirements for agency-wide programs; in new employee orientation packets subject policies and procedures are included and each new employee is required to read them, thereafter sign that they have read them and verify that they will adhere to same and provided with a copy of each signed document. Agency-wide quarterly trainings are conducted regarding subject topics, to emphasize the importance of adherence; and copies of these policies and procedures are in TLC operational manual and distributed to each employee, as part of their new employee packet; and violation of subject policies may lead to and include termination. Patient consent for treatment services at TLC and with other service providers is achieved via motivational interviewing to elicit the confidence and assurance that this is in their best interest to position them to achieve recovery.

F. Vouchers
N/A

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

TLC is in the process of updating its evaluation and quality improvement policies and procedures to ensure that our practices and procedures are accurately reflected and demonstrate our compliance with the DMC-ODS pilot evaluation and improvement requirements. Attachment 4 is the draft outline of same. Critical elements of the DMC-ODS Pilot Program are integrated within our operational practices that include providing a culturally rooted client-centered continuum of care for our communities, foster transparency and accountability, strive to optimize community services to leverage and optimize limited resources, employ evidence based practices to meet the needs of our clients, coordinate services with other community resources and other systems of care; and prioritizing criminal justice involved populations and pregnant and women with dependent children; and meet the ASAM criteria definition of medical necessity for services based on ASAM criteria (acute intoxication and withdrawal, bio-medical conditions and complications, cognitive, behavioral, and emotional conditions, readiness and motivation, relapse, continued use , continued problem, and recovery environment); additionally, four key focus areas are access, quality delivery of services, cost effectiveness, integration and coordination of care. We understand that we must build on the cultural strengths of our clients/families; and demonstrating respect for their culture/traditions includes involving them in decision making and addressing cultural customs in service delivery; we evaluate their experiences through satisfaction surveys, informal feedback sessions, focus groups, exit surveys, evaluation surveys, etc. After we have collected the data we share it with our clients, discuss it, and make appropriate changes and/or revisions. The data collected from these evaluation and QI tools enables us to evaluate our programs as a whole, quantifiably measure progress, successes, and make appropriate

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programmatic adjustments/revisions to ensure that we offer culturally competent, responsive, and effective services delivery.

TLC Clinical Supervisors will conduct weekly interdisciplinary clinical meetings; twice a month conduct clinical trainings to increase staff knowledge, skills, and abilities; conduct coaching sessions, individual, and group supervision to address issues and challenges; and conduct trainings regarding addressing staff well-being and healing. The QI Team consist of the Executive Director, MD, LCSWs’, RN MSN, Clinical Supervisor and other appropriate staff. The following domains are key areas of focus to assure high quality and appropriate utilization of services: a) treatment content, and process, b) charts, c) facilities, d) staff training, e) client satisfaction, and f) health and safety. Additionally, the QI Team is responsible to assure that TLC philosophy, mission, treatment model, and harm reduction are incorporated in all aspects of agency life and that TLC adheres to license and certification compliance.

On an annual basis (June of each year) an agency-wide training assessment survey is distributed and completed by all staff. The data is compiled and licensure, certification, new administration standards, clinical, and other requirements are included in the training matrix, as well. A training plan is developed and a calendar of monthly trainings (clinical, compliance related, and administrative) are scheduled; as well as ASAM and Drug Medi-Cal updates and mandatory trainings.

9. Required Language:

N/A

Contractor Name: The Latino Commission	Appendix A- 2
Program Name: Adult Male Residential Casa Ollin	Contract Term: 07/01/2018 – 06/30/19

1. Identifiers:

Program Name: Adult Male Residential (Ollin)
 161 Margaret Avenue, San Francisco, CA 94112
 Telephone: (415)337- 4065 Facsimile: (415)337- 4067
 Website Address: thelatinocommission.org

Contractor Address: 1001 Sneath Lane, Suite 307
 City, State, ZIP: San Bruno, CA 94066

Executive Director/Program Director: Debra Camarillo
 Telephone: 650-244-1444
 Email Address: debra.camarillo@thelatinocommission.org
 Program Code(s): 97037

2. Nature of Document:

Original Contract Amendment Internal Contract Revision

3. Goal Statement:

To provide Overnight/Partial Day services for adult Latino men.

4. Target Population:

The Casa Ollin location is 161 Margaret Avenue, San Francisco, CA 94112. Casa Ollin will provide overnight/partial day treatment program. It consists of recovery track housing and a full spectrum of intensive outpatient treatment services; and the intended length of stay for each client is 90 days and may be extended an additional 90 day based on medical necessity.

5. Modality(s)/Intervention(s)

UOS and UDC information is documented on Appendix B, CRDC page.

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

TLC strategy to hire residential program graduates is consistent with peer support principles that include supporting clients in identifying how to access needed resources and advocating for clients, within the program and community; modeling healthy behavior in their own recovery and sharing their stories to inspire clients to achieve their goals; facilitating and encouraging change through realistic outcome driven goals that include education and skills building. Currently 80% of direct services staff are program graduates; the average number of years of experience of direct services staff members is 10 years; and TLC

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has successfully engaged, treated, and transitioned its clients which is reflected in funding source annual monitoring reports that ranks our treatment programs as meeting and/or exceeding expectation standards

All TLC positions have a corresponding position description that delineates duties and responsibilities, minimum qualifications, e.g., licenses, certifications, education, trainings, and other requirements. Only persons who at least meet minimum qualifications are interviewed and reference checks are conducted before an employment offer is made. Therefore, all professional and non-professional staff have the required experience and training necessary to perform the duties and responsibilities of the position for which they are hired.

B. Admission, enrollment and/or intake criteria and process where applicable

Persons enrolled in this treatment program must be aged 18 to 65, a resident of San Francisco; and; 1) persons who are able to complete addiction and/or mental health treatment, 2) persons who are stepping down from a more intensive level of care, 3) those persons who are in early stages of change and not yet ready to commit to full recovery, and 4) those persons who have achieved stability in recovery

C. Service delivery model

TLC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio- psychosocial intervention strategies. Research has shown that treatment has to be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy.

Treatment Planning: Upon enrollment in the program each client will complete an assessment/intake process, conducted by a Certified SUD Counselor; each client will also be seen by the Medical Director for a health screening (that includes a general health check-in including but not limited to: health questionnaire, blood pressure, heart and pulse rate check, review of medications; and staff sets appointment dates for physicals and TB testing etc.) and coordinates with the program’s interdisciplinary clinical team utilization reviews (key areas of focus to assure high quality and appropriate utilization of services include: treatment content and process, charts, facilities, staff training, client satisfaction, and health and safety) for all client file and signs off on all treatment plans of care, and consultations, as needed. In the event of an emergency a poster is placed on the agency front door that delineates emergency protocols; and the agency telephone voicemail message includes emergency protocols. Staff develops with the client a treatment plan of care; and the focus of the plan of care will be client-centered and strength based. The plan of care will include: 1) evaluation of the psycho-social factors in the clients behavior and may include: drug use, medical and

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dental status, legal status, socio-economic, AOD use and treatment, criminal history, mental health, family reunification goals, psycho-social and psychological matters and educational/vocational goals, 2) realistic outcome client driven goals that directly correspond to problematic areas, 3) specific action steps to be taken by the program (e.g., relapse prevention is interwoven throughout the treatment program and special emphasis is given to identification of triggers and relapse patterns) to accomplish stated goals; additionally, family assessment sessions may be conducted with members of the client’s family to better understand the client’s ability to participate in treatment, 4) random drug testing, 5) case management services, and 6) target dates for resolution of problematic behaviors, achievement of goals, completion of action steps, completion of treatment, and referrals when appropriate.

Clinical Supervisor will conduct, on a weekly basis, an interdisciplinary clinical meeting that include individual and group supervision, client and peer chart reviews, case management reviews, trainings (twice a month) to increase capacity, address self-care matters, review of clients plans of care to ensure meeting compliance requirements, etc.

Facilities management includes maintaining on site policies and procedures to ensure that the facility complies with all applicable local, state, and federal laws and to ensure that the facility is maintained in a clean, safe, sanitary, and ATOD-free condition.

Hours of Operation: TLC will provide Treatment services on an annual basis, 7 days per week/24 hours per day; consistent with ASAM emergency service requirements. Services will be provided a minimum of 9 hours per week, based on individual client needs that are delineated in each client’s treatment plan.

Duration of Services: The desired duration is 90 days and will be extended (once for 90 days) based on medical necessity. Clients are strongly encouraged to complete the program and will be encouraged to enroll in other agency programs and/or other systems of care.

Counseling Services: Individual: One-on-one counseling will be provided to address each client’s unique needs and to assist each client to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect each client’s behavior, emotions, thinking, and intrapersonal and interpersonal processes. • Group: Group counseling will consist of a combination of psycho-educational and process groups aimed at developing health coping skills, build community, accountability, and knowledge, skills, and abilities; and topics may include pride, respect, dignity, acculturation, reunification, identity, mental health stigma, triggers, relapse prevention, harm reduction, etc.

Family Counseling: Family Counseling assists the client in resolving problems in family and extended family relationships. This forum examines family communication patterns and violence where present; and helps to educate and assist families in identifying new ways of interacting with each other in a positive manner without displacing cultural values and roles.

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Crisis Intervention: Crisis intervention will assist individuals in a crisis situation to restore equilibrium to their bio-psychosocial functioning and to minimize the potential for long-term psychological trauma.

Therapy: All treatment staff is trained to identify mental health disorders common with substance abusers; and all clients have an initial session with the LCSW that includes utilizing EBPs’ that address the relationship between PTSD and substance abuse and trauma recovery intervention principles and philosophies; and also may utilize eye movement desensitization and reprocessing (EMDR) therapy (which has been proven highly effective in the treatment of trauma and relief of psychological stress); and if deemed appropriate referrals will be made for mental health services to Mission Mental Health and/or Instituto Familiar de La Raza; these partner service providers understand the cultural context for mental health services; which includes alternative healing practices; and staff will maintain on-going contact with mental health providers and coordinate treatment to ensure integration and client compliance with his/her mental health treatment plan.

Educational Services: Staff will coordinate services for clients who want to participate in ESL classes and prepare for GED examinations.

Vocational Assessment, Counseling and Job Search: Employment is a necessary component of alcohol and other drug treatment, one that decreases the likelihood of relapse to substance use and criminal behavior, supports family reunification, and bolsters the client’s self-esteem and psychological well-being; and topics may include career exploration, job seeking skills, completing application forms, interview techniques, role-playing, job etiquette, etc.

Patient Education: 1) Drug and Alcohol: drug and alcohol education provide clients’ with a biopsychosocial understanding of alcoholism and addiction. Staff and clients will discuss the harmful effects of alcohol and other drugs with clients presenting oral reports to the group on the drug(s) they abused.

Parenting Education: All clients are required to attend “No Tienes que Saberlo Todo” parenting class. This class focuses on the cultural nuances that come with Latino parenting with an emphasis on the strengths it carries. This is an 18-hour class that consists of six three-hour sessions. The class begins with an orientation and thereafter breaks out into groups which includes addressing parenting styles, child development, family communication, discipline, nutrition and health, exercise, self-esteem, limits and boundaries, impact of substance abuse on children, etc.

Social Skills Training: Life, health, and social skills, training includes addressing personal dress, hygiene, nutrition, AIDS/HIV, completing rental applications, managing money, etc. These skills are fostered through peer interactions, individual and group counseling, organized workshops, didactic presentations, role-playing, and role training.

New Immigration Laws and Immigrant Groups: Monthly groups are conducted by Centro Legal de La Raza to inform clients and their families of changes in the laws, legal status, and citizenship classes, etc.

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Support Groups: AA and NA: Client may select support groups of their choice in the community as they become eligible for passes and privileges.

Transportation Services: Staff will make arrangements for clients to be transported to medical, picking up medications, other appointments related their recovery, etc.

Medication: TLC does not dispense medication. The MD (for all clients) during health screening reviews all client medications; and we provide information/educational materials for each client regarding medications and treatment interventions; and transportation to attend appointments and to pick up medications. The Certified SUD Counselor and the RN, under the supervision of the MD, will conduct educational groups regarding 1) the impact of medications (e.g., side effects), 2) medications that assist with withdrawal management, transitional medications, and maintenance medications, particular to addiction challenges, such as methadone, buprenorphine, naloxone, naltrexone; and when clients are prescribed new medications and/or change medications each client will meet with the RN to review implications and a wellness check in.

Drug Testing: Drug testing is random, probable cause, and sporadic urine screening: random and mandatory urine testing is to comply with court, probation and/or parole requirements and are carried out as a therapeutic tool in the treatment process.

Case Management: TLC case management services are an integral aspect of treatment planning and will be addressed within each client’s plan of care to ensure that the needs are addressed and met. The primary case management focus will be to support clients to foster responsibility and self-accountability to achieving health, wellness, and recovery; and the services will be provided by Certified SUD Counselors will include: assessment, periodic reassessment, team coordination, monitoring progress and service delivery, peer support, advocacy, communication with probation/parole officers, housing/employment related services, referrals, etc.

Client Group Council: The Client Group Council meets once a week to discuss issues that emerge living in a treatment facility. Topics include the quality of food, hygiene, recreation, and social activity recommendations. Work assignments are made and questions about privilege may also be discussed. Rule infractions and disciplinary issues are discussed and decided by Council; and the Program Manager addresses more serious infractions.

Referrals: If during treatment, the client has additional needs, efforts will be made to make a referral to the appropriate community partners and/or alternative systems of care.

D. Discharge Planning and exit criteria and process

Culturally, relationships are important and continued interaction is encouraged. The Certified SUD Counselors “keep the door open” for clients and their families after they graduate from treatment. Discharge plans are developed with clients, based on their needs. It needs to be noted that two critical priorities for subject clients are securing housing and employment. Case management support is critical for clients to secure financial stability and permanent housing. Once a client has achieved his/her treatment goals the

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assigned Certified SUD Counselor will discuss graduation and support structures needed to maintain recovery; and may be linked with other agency services that match their strengths, interests, and long-term goals. If it is determined that the needs of a client cannot be further met by TLC, the client will be referred to an appropriate service and the case will be discharged after successful connection with the referral service(s).

E. Program staffing

TLC- Casa Ollin has an interdisciplinary team that consists of an MD, LCSW, RN, Certified SUD Counselors and a House Attendant who provide for co-occurring disorder clients therapeutic services (i.e., individual, group, and family counseling, crisis interventions, case management, individual and family therapy, and ancillary services; and maintains clients clinical records: they record clients participation in and responses to treatment, preparation of treatment plans with each client and discharge plans and discharge summaries).

TLC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies, i.e., Trauma-Focused Seeking Safety, DBT, Psycho-Ed., CBT, and MI.

All staff is trained regarding subject policies and procedures concerning client confidentiality and HIPAA requirements for agency-wide programs; in new employee orientation packets subject policies and procedures are included and each new employee is required to read them, thereafter sign that they have read them and verify that they will adhere to same and provided with a copy of each signed document. Agency-wide quarterly trainings are conducted regarding subject topics, to emphasize the importance of adherence; and copies of these policies and procedures are in TLC operational manual and distributed to each employee, as part of their new employee packet; and violation of subject policies may lead to and include termination. Patient consent for treatment services at TLC and with other service providers is achieved via motivational interviewing to elicit the confidence and assurance that this is in their best interest to position them to achieve recovery.

F. Vouchers

N/A

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

TLC is in the process of updating its evaluation and quality improvement policies and procedures to ensure that our practices and procedures are accurately reflected and demonstrate our compliance with the DMC-ODS pilot evaluation and improvement requirements. Attachment 4 is the draft outline of same. Critical elements of the DMC-ODS Pilot Program are integrated within our operational practices that include providing a culturally rooted client-centered continuum of care for our communities, foster transparency and accountability, strive to

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optimize community services to leverage and optimize limited resources; employ evidence based practices to meet the needs of our clients, coordinate services with other community resources and other systems of care; and prioritizing criminal justice involved populations and pregnant and women with dependent children; and meet the ASAM criteria definition of medical necessity for services based on ASAM criteria (acute intoxication and withdrawal, bio-medical conditions and complications, cognitive, behavioral, and emotional conditions, readiness and motivation, relapse, continued use , continued problem, and recovery environment); additionally, four key focus areas are access, quality delivery of services, cost effectiveness, integration and coordination of care. We understand that we must build on the cultural strengths of our clients/families; and demonstrating respect for their culture/traditions includes involving them in decision making and addressing cultural customs in service delivery; we evaluate their experiences through satisfaction surveys, informal feedback sessions, focus groups, exit surveys, evaluation surveys, etc. After we have collected the data we share it with our clients, discuss it, and make appropriate changes and/or revisions. The data collected from these evaluation and QI tools enables us to evaluate our programs as a whole, quantifiably measure progress, successes, and make appropriate programmatic adjustments/revisions to ensure that we offer culturally competent, responsive, and effective services delivery.

TLC Clinical Supervisors will conduct weekly interdisciplinary clinical meetings; twice a month conduct clinical trainings to increase staff knowledge, skills, and abilities; conduct coaching sessions, individual, and group supervision to address issues and challenges; and conduct trainings regarding addressing staff well-being and healing. The QI Team consist of the Executive Director, MD, LCSWs', RN MSN, Clinical Supervisor and other appropriate staff. The following domains are key areas of focus to assure high quality and appropriate utilization of services: a) treatment content, and process, b) charts, c) facilities, d) staff training, e) client satisfaction, and f) health and safety. Additionally, the QI Team is responsible to assure that TLC philosophy, mission, treatment model, and harm reduction are incorporated in all aspects of agency life and that TLC adheres to license and certification compliance.

On an annual basis (June of each year) an agency-wide training assessment survey is distributed and completed by all staff. The data is compiled and licensure, certification, new administration standards, clinical, and other requirements are included in the training matrix, as well. A training plan is developed and a calendar of monthly trainings (clinical, compliance related, and administrative) are scheduled; as well as ASAM and Drug Medi-Cal updates and mandatory trainings.

9. Required Language:
N/A

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Program Name: Perinatal Residential Aviva House	Contract Term: 07/01/2018 – 06/30/19

1. Identifiers:

Program Name: Perinatal Residential (Aviva House)
 1724 Bryant Street
 San Francisco, CA 94110
 Telephone: (415) 588-9125 Facsimile: (415) 588-9160
 Website Address: thelatinocommission.org

Contractor Address: 1001 Sneath Lane, Suite 307
 City, State, ZIP: San Bruno, CA 94066

Executive Director/Program Director: Debra Camarillo
 Telephone: 650-244-1444
 Email Address: debra.camarillo@thelatinocommission.org

Program Code(s): 38932 & 38935

2. Nature of Document:

Original Contract Amendment Internal Contract Revision

3. Goal Statement:

To provide residential as well as Overnight/Partial Day services for pregnant/post-partum Latina women and their children.

4. Target Population:

Aviva House is located at 1724 Bryant Street, San Francisco, 94110. TLC has provided residential treatment services for pregnant/postpartum Latinas and other women of color and their children who reside in San Francisco. This includes monolingual Spanish speakers or bilingual Spanish/English speakers and their children.

5. Modality(s)/Intervention(s)

UOS and UDC information is documented on Appendix B, CRDC page.

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

TLC strategy to hire residential program graduates is consistent with peer support principles that include supporting clients in identifying how to access needed resources and advocating for clients, within the program and community; modeling healthy behavior in their own recovery and sharing their stories to inspire clients to achieve their goals; facilitating and encouraging change through realistic outcome driven goals that include education and skills building. Currently 80% of direct services staff are program graduates; the average number of years of experience of direct services staff members is 10 years; and TLC

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has successfully engaged, treated, and transitioned its clients which is reflected in funding source annual monitoring reports that ranks our treatment programs as meeting and/or exceeding expectation standards

All TLC positions have a corresponding position description that delineates duties and responsibilities, minimum qualifications, e.g., licenses, certifications, education, trainings, and other requirements. Only persons who at least meet minimum qualifications are interviewed and reference checks are conducted before an employment offer is made. Therefore, all professional and non-professional staff have the required experience and training necessary to perform the duties and responsibilities of the position for which they are hired.

B. Admission, enrollment and/or intake criteria and process where applicable

Persons enrolled in this treatment program must, in addition to being aged 18 to 65, and a resident of San Francisco, meet the following characteristics: 1) pregnant women and women with dependent children who are experiencing an involvement with addiction and/or drug related problems; and are willing to comply with the program’s requirements are eligible for participation; and may be involved with CPS and court mandated. Certified SUD Counselor will conduct a preliminary intake and assessment process with each person. The focus of the intake/assessment process is to determine each person’s strengths, co-occurring and mental health and substance abuse risk factors, and their coping strategies; and if a person is found to need withdrawal management we will refer him/her to a detox program

C. Service delivery model

TLC Casa Aviva has an interdisciplinary team that consists of a MD, LCSW, RN, Certified SUD Counselors, and 3 Attendants who provide co-occurring disorder clients with therapeutic services. TLC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies (that includes mother/child/ren bonding and parenting skills). Research has shown that treatment has to be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy.

Treatment Planning:

Upon enrollment in the program each mother/child/ren will complete an assessment/intake process, conducted by a Certified SUD Counselor; each client will also be seen by the Medical Director for a health screening (that includes a general health check-in including but not limited to: health questionnaire, blood pressure, heart and pulse rate check, review of medications; and staff sets appointment dates for physicals and TB testing etc.) and coordinates with the program’s interdisciplinary clinical team utilization reviews (key areas of focus to assure high quality and appropriate utilization of services include: treatment content and process, charts, facilities, staff training, client satisfaction, and health and safety) for all client file and signs off on all treatment plans of care, and consultations, as needed. In the event of an emergency, during off hours, a poster is placed on the agency front door that delineates emergency protocols; and the agency telephone voicemail message includes emergency protocols. • Within the first 30 days of enrollment each client will develop, with staff, a realistic outcome driven plan of care; and the focus of the plan of care will

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be client-centered and strength based. The plan of care for mothers/child/ren will include: 1) evaluation of the psycho-social factors in the clients behavior and may include: drug use, medical and dental status, legal status, socio-economic, AOD use and treatment, criminal history, mental health, family reunification goals, psycho-social and psychological matters and educational/vocational goals, 2) realistic outcome client driven goals that directly correspond to problematic areas, 3) specific action steps to be taken by the program (e.g., relapse prevention is interwoven throughout the treatment program and special emphasis is given to identification of triggers and relapse patterns) to accomplish stated goals; additionally, family assessment sessions may be conducted with members of the client’s family to better understand the client’s ability to participate in treatment, 4) random drug testing, 5) case management services, and 6) target dates for resolution of problematic behaviors, achievement of goals, completion of action steps, completion of treatment, and referrals when appropriate. • TLC

Clinical Supervisor will conduct, on a weekly basis, an interdisciplinary clinical meeting that include individual and group supervision, client and peer chart reviews, case management reviews, trainings (twice a month) to increase capacity, address self-care matters, review of clients plans of care to ensure meeting compliance requirements, etc.

Facilities management includes maintaining on site policies and procedures to ensure that the facility complies with all applicable local, state, and federal laws and to ensure that the facility is maintained in a clean, safe, sanitary, and ATOD-free condition.

Hours of Operation: TLC will provide Treatment services on an annual basis, 7 days per week/24 hours per day; consistent with ASAM emergency service requirements

Duration of Services: The desired duration is 90 days and will be extended (once for 90 days) based on medical necessity. Clients are strongly encouraged to complete the program and will be encouraged to enroll in other agency programs and/or other systems of care.

Counseling Services: Individual: One-on-one counseling will be provided to address each client’s unique needs and to assist each client to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect each client’s behavior, emotions, thinking, and intrapersonal and interpersonal processes. • Group: Group counseling will consist of a combination of psycho-educational and process groups aimed at developing health coping skills, build community, accountability, and knowledge, skills, and abilities; and topics may include pride, respect, dignity, acculturation, reunification, identity, mental health stigma, triggers, relapse prevention, harm reduction, etc.

Family Counseling: Family Counseling assists the client in resolving problems in family and extended family relationships. This forum examines family communication patterns and violence where present; and helps to educate and assist families in identifying new ways of interacting with each other in a positive manner without displacing cultural values and roles.

Crisis Intervention: Crisis intervention will assist individuals in a crisis situation to restore equilibrium to their bio-psychosocial functioning and to minimize the potential for long-term psychological trauma. • Therapy: All treatment staff is trained to identify mental health disorders common with substance abusers; and all clients have an initial session with the LCSW that includes utilizing EBPs’ that address the

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relationship between PTSD and substance abuse and trauma recovery intervention principles and philosophies; and also may utilize eye movement desensitization and reprocessing (EMDR) therapy (which has been proven highly effective in the treatment of trauma and relief of psychological stress); and if deemed appropriate referrals will be made for mental health services to Mission Mental Health and/or Instituto Familiar de La Raza; these partner service providers understand the cultural context for mental health services; which includes alternative healing practices; and staff will maintain on-going contact with mental health providers and coordinate treatment to ensure integration and client compliance with his/her mental health treatment plan.

Family/Friends Visit: Times are set aside each Saturday, Sunday and Holidays for clients, who have completed Phase 1, to receive family members and friends. Alternative visiting schedules will be developed for CPS supervised family visits, individuals facing family emergencies, and other family hardships.

Educational Services: Staff will coordinate services for clients who want to participate in ESL classes and prepare for GED examinations.

Vocational Assessment, Counseling and Job Search: Employment is a necessary component of alcohol and other drug treatment, one that decreases the likelihood of relapse to substance use and criminal behavior, supports family reunification, and bolsters the client’s self-esteem and psychological well-being; and topics may include career exploration, job seeking skills, completing application forms, interview techniques, role-playing, job etiquette, etc.

Patient Education: 1) Drug and Alcohol: drug and alcohol education provide clients with a biopsychosocial understanding of alcoholism and addiction. Staff and clients will discuss the harmful effects of alcohol and other drugs with clients presenting oral reports to the group on the drug(s) they abused.

Parenting Education: All clients are required to attend “No Tienes que Saberlo Todo” parenting class. This class focuses on the cultural nuances that come with Latino parenting with an emphasis on the strengths it carries. This is an 18-hour class that consists of six three-hour sessions. The class begins with an orientation and thereafter breaks out into groups which includes addressing parenting styles, child development, family communication, discipline, nutrition and health, exercise, self-esteem, limits and boundaries, impact of substance abuse on children, etc.

Mom’s Massage: A history of trauma, compounded by post-partum stress and depression can become physically locked in the body on a cellular level. Access to massage is an important non-verbal way to relieve stress and unlock negative energies.

Free Time: Four hours per day are set aside as free mother and child/ren time, eat their meals, choose activities in the treatment program, i.e., reading, exercise, playing cards, etc.

Social Skills Training: Life, health, and social skills, training includes addressing personal dress, hygiene, nutrition, AIDS/HIV, completing rental applications, managing money, etc. These skills are fostered through peer interactions, individual and group counseling, organized workshops, didactic presentations, role-playing, and role training.

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Women Domestic Violence: This is an on-going group with role-play and discussion. Clients are asked to present (at their own discretion) a violence autobiography. The purpose of this group is to identify recollections of violence, patterns of abuse and solutions for ending the violence.

New Immigration Laws and Immigrant Groups: Monthly groups are conducted by Centro Legal de La Raza to inform clients and their families of changes in the laws, legal status, and citizenship classes, etc.

Support Groups: AA and NA: Client may select support groups of their choice in the community as they become eligible for passes and privileges.

Therapeutic Recreational Activities are available for all clients and integrated into the weekly schedule. Clients will develop skills to release stress and maintain physical fitness. Activities may include sports activities, therapeutic art, medicinal drumming, movement, body massage, etc.

Transportation Services: Staff will make arrangements for clients to be transported to medical, picking up medications, other appointments related their recovery, etc.

Medication: TLC does not dispense medication. The MD (for all clients) during health screening reviews all client medications; and we provide information/educational materials for each client regarding medications and treatment interventions; and transportation to attend appointments and to pick up medications. The Certified SUD Counselor and the RN, under the supervision of the MD, will conduct educational groups regarding 1) the impact of medications (e.g., side effects), 2) medications that assist with withdrawal management, transitional medications, and maintenance medications, particular to addiction challenges, such as methadone, buprenorphine, naloxone, naltrexone; and when clients are prescribed new medications and/or change medications each client will meet with the RN to review implications and a wellness check in.

Drug Testing: Drug testing is random, probable cause, and sporadic urine screening: random and mandatory urine testing is to comply with court, probation and/or parole requirements and are carried out as a therapeutic tool in the treatment process.

Case Management: TLC case management services are an integral aspect of treatment planning and will be addressed within each client’s plan of care to ensure that the needs are addressed and met. The primary case management focus will be to support clients to foster responsibility and self-accountability to achieving health, wellness, and recovery; and the services will be provided by Certified SUD Counselors will include: assessment, periodic reassessment, team coordination, monitoring progress and service delivery, peer support, advocacy, communication with probation/parole officers, housing/employment related services, referrals, etc.

Referrals: If during the course of treatment, the client has additional needs, efforts will be made to make a referral to the appropriate community partners and/or alternative systems of care.

D. Discharge Planning and exit criteria and process

Culturally, relationships are important and continued interaction is encouraged. The Certified SUD Counselors “keep the door open” for clients and their families after they graduate from treatment. Discharge

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plans are developed with clients, based on their needs. It needs to be noted that two critical priorities for subject clients are securing housing and employment. Case management support is critical for clients to secure financial stability and permanent housing. Once a client has achieved his/her treatment goals the assigned Certified SUD Counselor will discuss graduation and support structures needed to maintain recovery; and may be linked with other agency services that match their strengths, interests, and long-term goals. If it is determined that the needs of a client cannot be further met by TLC, the client will be referred to an appropriate service and the case will be discharged after successful connection with the referral service(s).

E. Program staffing

This program has an interdisciplinary team that consists of a Medical Director, LCSW, RN, Certified SUD Counselors, and 3 Attendants; and we are aligned with community partners and other systems of care to leverage and optimize resources. TLC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment has to be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy).

All staff is trained regarding subject policies and procedures concerning client confidentiality and HIPAA requirements for agency-wide programs; in new employee orientation packets subject policies and procedures are included and each new employee is required to read them, thereafter sign that they have read them and verify that they will adhere to same and provided with a copy of each signed document. Agency-wide quarterly trainings are conducted regarding subject topics, to emphasize the importance of adherence; and copies of these policies and procedures are in TLC operational manual and distributed to each employee, as part of their new employee packet; and violation of subject policies may lead to and include termination. Patient consent for treatment services at TLC and with other service providers is achieved via motivational interviewing to elicit the confidence and assurance that this is in their best interest to position them to achieve recovery.

F. Vouchers N/A

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

TLC is in the process of updating its evaluation and quality improvement policies and procedures to ensure that our practices and procedures are accurately reflected and demonstrate our compliance with the DMC-ODS pilot evaluation and improvement requirements. Attachment 4 is the draft outline of same. Critical elements of the

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DMC-ODS Pilot Program are integrated within our operational practices that include providing a culturally rooted client-centered continuum of care for our communities, foster transparency and accountability, strive to optimize community services to leverage and optimize limited resources, employ evidence based practices to meet the needs of our clients, coordinate services with other community resources and other systems of care; and prioritizing criminal justice involved populations and pregnant and women with dependent children; and meet the ASAM criteria definition of medical necessity for services based on ASAM criteria (acute intoxication and withdrawal, bio-medical conditions and complications, cognitive, behavioral, and emotional conditions, readiness and motivation, relapse, continued use , continued problem, and recovery environment); additionally, four key focus areas are access, quality delivery of services, cost effectiveness, integration and coordination of care. We understand that we must build on the cultural strengths of our clients/families; and demonstrating respect for their culture/traditions includes involving them in decision making and addressing cultural customs in service delivery; we evaluate their experiences through satisfaction surveys, informal feedback sessions, focus groups, exit surveys, evaluation surveys, etc. After we have collected the data we share it with our clients, discuss it, and make appropriate changes and/or revisions. The data collected from these evaluation and QI tools enables us to evaluate our programs, quantifiably measure progress, successes, and make appropriate programmatic adjustments/revisions to ensure that we offer culturally competent, responsive, and effective services delivery.

TLC Clinical Supervisors will conduct weekly interdisciplinary clinical meetings; twice a month conduct clinical trainings to increase staff knowledge, skills, and abilities; conduct coaching sessions, individual, and group supervision to address issues and challenges; and conduct trainings regarding addressing staff well-being and healing. The QI Team consist of the Executive Director, MD, LCSWs’, RN MSN, Clinical Supervisor and other appropriate staff. The following domains are key areas of focus to assure high quality and appropriate utilization of services: a) treatment content, and process, b) charts, c) facilities, d) staff training, e) client satisfaction, and f) health and safety. Additionally, the QI Team is responsible to assure that TLC philosophy, mission, treatment model, and harm reduction are incorporated in all aspects of agency life and that TLC adheres to license and certification compliance.

On an annual basis (June of each year) an agency-wide training assessment survey is distributed and completed by all staff. The data is compiled and licensure, certification, new administration standards, clinical, and other requirements are included in the training matrix, as well. A training plan is developed and a calendar of monthly trainings (clinical, compliance related, and administrative) are scheduled; as well as ASAM and Drug Medi-Cal updates and mandatory trainings.

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 5, COMPENSATION, of this Agreement.

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and MHSA Fund of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. Program Budgets and Final Invoice

A. Program are listed below:

Budget Summary
Appendix B-1 – Adult Male Residential (Casa Quetzal)
Appendix B-2 – Adult Male Residential (Casa Olin)
Appendix B-3 – Perinatal Residential (Casa Aviva)

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Six Million Ninety-Six Thousand Five Hundred Ninety-Five Dollars (\$6,096,595) for the period of July 1, 2018 through June 30, 2022.**

CONTRACTOR understands that, of this maximum dollar obligation, \$653,207 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY'S Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY'S allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the

instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

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

July 1, 2018 to June 30, 2019	\$ 1,360,847
July 1, 2019 to June 30, 2020	\$ 1,360,847
July 1, 2020 to June 30, 2021	\$ 1,360,847
July 1, 2021 to June 30, 2022	\$ 1,360,847
SubTotal July 1, 2018 to June 30, 2022	\$ 5,443,388
Contingency	\$ 653,207
TOTAL July 1, 2018 to June 30, 2022	\$ 6,096,595

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

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

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number N/A

Legal Entity Name/Contractor Name Latino Commission on Alcohol and Drug Abuses Services of San Mateo County, Inc.

Fiscal Year 2018-2019

Contract ID Number 1000011777

Document Date 07/01/018

Funding Notification Date 07/26/18

Appendix Number	B-1	B-2	B-3							
Provider Number	383847	388919	383893							
Program Name	Adult Male Residential (Casa Quetzal)	Adult Male Residential (Casa Ollin)	Perinatal Residential (Casa Aviva)							
Program Code	38472	97037+3847HV-RES	38932+38935							
Funding Term	07/01/2018-06/30/2019	07/01/2018-06/30/2019	07/01/2018-06/30/2019							
FUNDING USES										TOTAL
Salaries	\$ 177,363	\$ 187,993	\$ 201,211							\$ 566,567
Employee Benefits	\$ 49,028	\$ 57,209	\$ 56,660							\$ 162,897
Subtotal Salaries & Employee Benefits	\$ 226,391	\$ 245,202	\$ 257,871							\$ 729,464
Operating Expenses	\$ 157,206	\$ 184,318	\$ 112,357							\$ 453,881
Capital Expenses	\$ -	\$ -	\$ -							\$ -
Subtotal Direct Expenses	\$ 383,597	\$ 429,520	\$ 370,228							\$ 1,183,345
Indirect Expenses	\$ 57,540	\$ 64,428	\$ 55,534							\$ 177,502
Indirect %	15.0%	15.0%	15.0%							15.0%
TOTAL FUNDING USES	\$ 441,137	\$ 493,948	\$ 425,762							\$ 1,360,847
BHS MENTAL HEALTH FUNDING SOURCES										Employee Benefits Rate 29.3%
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -							\$ -
BHS SUD FUNDING SOURCES										
SUD County - General Fund	\$ 441,137	\$ 493,948	\$ 425,762							\$ 1,360,847
TOTAL BHS SUD FUNDING SOURCES	\$ 441,137	\$ 493,948	\$ 425,762							\$ 1,360,847
OTHER DPH FUNDING SOURCES										
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -							\$ -
TOTAL DPH FUNDING SOURCES	\$ 441,137	\$ 493,948	\$ 425,762							\$ 1,360,847
NON-DPH FUNDING SOURCES										
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -							\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 441,137	\$ 493,948	\$ 425,762							\$ 1,360,847
Prepared By										Phone Number

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

DHCS Legal Entity Number N/A

Provider Name Latino Commission on Alcohol and Drug Abuses Services of San Mateo County, Inc.

Provider Number 383947

Document Date 07/01/2018

Funding Notification Date 07/26/18

Appendix Number B-1

Page Number 1

Fiscal Year 2018-2019

Program Name	Program Code	Model/SFC (MH) or Modality (SUD)	Service Description	Funding Term (mm/dd/yy-mm/dd/yy)	Adult Male	Residential (Casa Quetzal)	Residential (CASA Quetzal)	Residential (CASA Quetzal)	Residential (CASA Quetzal)
	39472	Res-51	SA-Res Recov Long Term (over 30 days)	07/01/2018-06/30/2018					
FUNDING USES									
			Salaries & Employee Benefits			226,391			226,391
			Operating Expenses			157,206			157,206
			Capital Expenses						
			Subtotal Direct Expenses			383,597			383,597
			Indirect Expenses			57,540			57,540
			TOTAL FUNDING USES			441,137			441,137
RESIDENTIAL CLIENTS									
			Dept-Auth-Proj-Activity						
OTHER DPH FUNDING SOURCES									
This row left blank for funding sources not in drop-down list									
TOTAL BHS MENTAL HEALTH FUNDING SOURCES									
			Dept-Auth-Proj-Activity						
			SUD County - General Fund			441,137			441,137
TOTAL BHS SUD FUNDING SOURCES									
This row left blank for funding sources not in drop-down list									
TOTAL OTHER DPH FUNDING SOURCES									
This row left blank for funding sources not in drop-down list									
TOTAL DPH FUNDING SOURCES									
This row left blank for funding sources not in drop-down list									
TOTAL NON-DPH FUNDING SOURCES									
This row left blank for funding sources not in drop-down list									
TOTAL FUNDING SOURCES (DPH AND NON-DPH)									
BHS UNITS OF SERVICE AND UNIT COSTS									
SUD Only - Number of Outpatient Group Counseling Sessions									
SUD Only - Licensed Capacity for Narcotic Treatment Programs									
Number of Beds Purchased							6		
Payment Method									
DPH Units of Service							2,048		
Fee-For-Service (FFS)									
Unit Type									
Non-DMC - Bed									
Days: DMC - Per Day							0		0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)							\$ 215.40		\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)							\$ 215.40		\$ -
Published Rate (Medi-Cal Providers Only)									
Unduplicated Clients (UDC)							24		
Total UDC									

Appendix B - DPH 4: Operating Expenses Detail

Program Name Adult Male Residential (Casa Quezai)
 Program Code 39472

Document Date 07/01/18

Funding Notification Date

Appendix Number B-1
 Page Number 3
 Fiscal Year 2018-2019
 Funding Notification Date 07/26/18

Expense Categories & Line Items	TOTAL	Dept-Auth-Prof-Activity	Dept-Auth-Prof-Activity	Dept-Auth-Prof-Activity	Dept-Auth-Prof-Activity	Dept-Auth-Prof-Activity
Funding Term 07/01/2018-06/30/2019						
Rent	\$ 87,135	\$ 87,135				
Utilities (Telephone, electricity, water, gas)	\$ 18,555	\$ 18,555				
Building Repair/Maintenance	\$ 940	\$ 940				
Occupancy Total:	\$ 106,630	\$ 106,630				
Office Supplies	\$ 1,318	\$ 1,318				
Photocopying	\$ -	\$ -				
Program Supplies	\$ 194	\$ 194				
Household Supplies	\$ 2,567	\$ 2,567				
Computer Hardware/Software	\$ -	\$ -				
Materials & Supplies Total:	\$ 4,079	\$ 4,079				
Training/Staff Development	\$ 543	\$ 543				
Insurance	\$ 3,500	\$ 3,500				
Professional License	\$ -	\$ -				
Permits	\$ -	\$ -				
Equipment Lease & Maintenance	\$ 1,600	\$ 1,600				
General Operating Total:	\$ 5,643	\$ 5,643				
Local Travel	\$ 1,163	\$ 1,163				
Out-of-Town Travel	\$ -	\$ -				
Field Expenses	\$ -	\$ -				
Staff Travel Total:	\$ 1,163	\$ 1,163				
Therapist Luis Quiroz and Raibeca Bacillo: Conducts staff training, provides program support and client consultation. Dates: 07/01/18 - 06/30/19. Hours: Average 22.23 hours per month. Rate: \$75 per hour x 286.67 hours	\$ 20,000	\$ 20,000				
Medical Director: Dr. John Christian O'Neill: Provides medical services, support and client consultation. Dates: 07/1/18 - 06/30/19. Hours: Average 2 hours per month. Rate: \$125 per hour x 24 hours	\$ 3,000.00	\$ 3,000.00				
RN: Luke Camarillo: Provides general medical services, support and client consultation under supervision of the MD. Dates: 07/01/18 - 06/30/19. Hours: Average 7.39 hours per month. Rate: \$100 per hour x 89.88 hours	\$ 8,986	\$ 8,986				
Consultant/Subcontractor Total:	\$ 31,986	\$ 31,986				
Other (Provide detail):	\$ -	\$ -				
Client Transporter/Gas	\$ 888	\$ 888				
Vehicle Maintenance for van used for clients	\$ 489	\$ 489				
Client Drug Testing	\$ 977	\$ 977				
Client Activities	\$ 811	\$ 811				
Client Taxi/Vouchers/Bus Passes	\$ 1,282	\$ 1,282				
Client Food	\$ 3,398	\$ 3,398				
Other Total:	\$ 7,825	\$ 7,825				
TOTAL OPERATING EXPENSE	\$ 157,206	\$ 157,206				

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

DHCS Legal Entity Number: N/A Appendix Number: B-2

Provider Name: Latino Commission on Alcohol and Drug Abuses Services of San Mateo C Page Number: 1

Provider Number: 388919 Fiscal Year: 2018-2019

Document Date: 07/01/18 Funding Notification Date: 07/26/18

Program Name	Adult Male Residential (Casa Cilin)				
Program Code	97037+3847HV-RES				
Mode/SFC (A/H) or Modality (SUD)	Res-51				
Service Description	SA-Res Recov Long Term (over 30 days)				
Funding Term (mm/dd/yy-mm/dd/yy)	07/01/2018-06/30/2019				
FUNDING USES					
Salaries & Employee Benefits	245,202				245,202
Operating Expenses	184,318				184,318
Capital Expenses					
Subtotal Direct Expenses	429,520				429,520
Indirect Expenses	64,428				64,428
TOTAL FUNDING USES	493,948				493,948
Dept-Auth-Prof-Activity					
FUNDING SOURCES					
This row left blank for funding sources not in drop-down list					
TOTAL BHS MENTAL HEALTH FUNDING SOURCES					
Dept-Auth-Prof-Activity					
SUD County - General Fund	240646-10000-10007681-0003	493,948			493,948
This row left blank for funding sources not in drop-down list					
TOTAL BHS SUD FUNDING SOURCES					
Dept-Auth-Prof-Activity		493,948			493,948
This row left blank for funding sources not in drop-down list					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES					
493,948					
NON-DPH FUNDING SOURCES					
-					
TOTAL NON-DPH FUNDING SOURCES					
-					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)					
493,948					
BHS FUNDING SOURCES					
-					
NON-DPH FUNDING SOURCES					
-					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)					
493,948					
Number of Beds Purchased					
12					
SUD Only - Number of Outpatient Group Counseling Sessions					
-					
SUD Only - Licensed Capacity for Narcotic Treatment Programs					
-					
Payment Method					
Fee-For-Service (FFS)					
DPH Units of Services					
2,934					
Unit Type					
Non-DMC - Bed					
Days: DMC - Per Day					
168.35 \$					
0					
0					
Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)					
168.35 \$					
-					
-					
Published Rate (Medi-Cal Providers Only)					
-					
Unduplicated Clients (UDC)					
24					
Total UDC					
24					

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Adult Male Residential (Casa Olin)
 Program Code 97037+3947HV-RES

Document 07/01/018
 Date
 Appendix Number B-2
 Page Number 2
 Fiscal Year 2018-2019
 Funding Notification Date 07/28/18

Position Title	FTE	TOTAL		Dept-Auth-Prof-Activity		Dept-Auth-Prof-Activity		Dept-Auth-Prof-Activity		Dept-Auth-Prof-Activity		Dept-Auth-Prof-Activity				
		07/01/2018-06/30/2019	Salaries	(mm/dd/yy-mm/dd/yy):	FTE	Salaries	(mm/dd/yy-mm/dd/yy):	FTE	Salaries	(mm/dd/yy-mm/dd/yy):	FTE	Salaries	(mm/dd/yy-mm/dd/yy):	FTE	Salaries	
Executive Director	0.12	\$ 9,600		0.12	\$ 9,600											
Assoc Director of Operation	0.15	\$ 2,572		0.15	\$ 2,572											
Outreach Coordinator	0.13	\$ 5,424		0.13	\$ 5,424											
Data Intake and Assessor	0.25	\$ 12,576		0.25	\$ 12,576											
Data Intake and Assessor Assistant	1.00	\$ 31,689		1.00	\$ 31,689											
Driver	0.25	\$ 7,800		0.25	\$ 7,800											
Client Social Services/Advocate	0.44	\$ 16,390		0.44	\$ 16,390											
Program Assistant/Receptionist	0.34	\$ 11,110		0.34	\$ 11,110											
OP Manager	0.50	\$ 26,000		0.50	\$ 26,000											
OP Counselor	0.58	\$ 22,880		0.58	\$ 22,880											
House Attendant	0.50	\$ 18,720		0.50	\$ 18,720											
Ment Residential Supervisor	0.16	\$ 7,642		0.16	\$ 7,642											
Totals:	4.92	\$ 187,993		4.92	\$ 187,993	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	
Employee Benefits:	30.43%	\$ 57,209	30.43%	\$ 57,209	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
TOTAL SALARIES & BENEFITS		\$ 245,202		\$ 245,202		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name Adult Male Residential Casa Olin
 Program Code 97037*3947HV-RES

Document Date 07/01/18

Appendix Number B-2
 Page Number 3
 Fiscal Year 2018-2019
 Funding Notification Date 07/26/18

Expense Categories & Line Items	Funding Term	TOTAL	Dept-Auth-Prof-Activity	Dept-Auth-Prof-Activity	Dept-Auth-Prof-Activity
Rent	07/01/2018-06/30/2019	\$ 106,203	\$ 106,203		
Utilities (telephone, electricity, water, gas)		\$ 17,882	\$ 17,882		
Building Repair/Maintenance		\$ 10,758	\$ 10,758		
Occupancy Total:		\$ 134,841	\$ 134,841		
Office Supplies		\$ 1,998	\$ 1,998		
Photocopying		\$ -			
Program Supplies		\$ 158	\$ 158		
Household Supplies		\$ 1,117	\$ 1,117		
Computer Hardware/Software		\$ -			
Materials & Supplies Total:		\$ 3,273	\$ 3,273		
Training/Staff Development		\$ 543	\$ 543		
Insurance		\$ 3,500	\$ 3,500		
Professional License		\$ -			
Permits		\$ -			
Small equipment		\$ 1,000	\$ 1,000		
Equipment Leases & Maintenance		\$ 1,600	\$ 1,600		
General Operating Total:		\$ 6,643	\$ 6,643		
Local Travel		\$ 1,182	\$ 1,182		
Out-of-Town Travel		\$ -			
Field Expenses		\$ -			
Staff Travel Total:		\$ 1,182	\$ 1,182		
Therapist Luis Cigiez and Rebecca Bacajo: Conducts staff training, provides program support and client consultation: Dates: 07/01/18 - 06/30/18, Hours: Average 22.23 hours per month, Rate: \$75 per hour x 286.67 hours		\$ 20,000	\$ 20,000		
Medical Director Dr. John Christian O'Neil: Provides medical services, support and client consultation, Dates: 07/1/18 - 06/30/18, Hours: Average 2 hours per month, Rate: \$125 per hour x 24 hours		\$ 3,000	\$ 3,000		
RN: Luke Camarillo: Provides general medical services, support and client consultation under supervision of the MD, Dates: 07/01/18 - 06/30/18 Hours: Average 7.39 hours per month, Rate: \$100 per hour x 89.66 hours		\$ 8,896	\$ 8,896		
Consultant/Subcontractor Total:		\$ 31,896	\$ 31,896		
Other (provide detail):		\$ -			
Client Transportation/Gas		\$ 500	\$ 500		
Vehicle Maintenance for van used for clients		\$ 761	\$ 761		
Client Drug Training		\$ 1,841	\$ 1,841		
Client Activities		\$ 864	\$ 864		
Client Taxi/Vouchers/Bus Passes		\$ 1,598	\$ 1,598		
Client Food		\$ 1,049	\$ 1,049		
Other Total:		\$ 6,513	\$ 6,513		
TOTAL OPERATING EXPENSE		\$ 184,318	\$ 184,318		

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

DHCS Legal Entity Number N/A
 Provider Name Latino Commission on Alcohol and Drug Abuses Ser
 Provider Number 383993
 Document Date 07/01/018
 Funding Notification Date 07/26/18
 Appendix Number B-3
 Page Number 1
 Fiscal Year 2018-2019

Funding Year	Funding Term (mm/dd/yy-mm/dd/yy)	Service Description	Perinatal Residential (Casa Aviva)	Residential (Casa Aviva)	Long Term (over 30 days)	Fee-For-Service (FFS)	Non-DMC - Bed Days	DMC - Per Day	Unduplicated Clients (UDC)
FUNDING USES									
		Salaries & Employee Benefits		257,871					257,871
		Operating Expenses		112,357					112,357
		Capital Expenses							
		Subtotal Direct Expenses		370,228					370,228
		Indirect Expenses		55,534					55,534
		TOTAL FUNDING USES		425,762					425,762
		Dept-Auth-Prof-Activity							
BHS SUD FUNDING SOURCES									
This row left blank for funding sources not in drop-down list									
		TOTAL BHS MENTAL HEALTH FUNDING SOURCES		-					-
		Dept-Auth-Prof-Activity							
		SUD County - General Fund		425,762					425,762
		TOTAL BHS SUD FUNDING SOURCES		425,762					425,762
OTHER FUNDING SOURCES									
This row left blank for funding sources not in drop-down list									
		Dept-Auth-Prof-Activity							
NON-DPH FUNDING SOURCES									
This row left blank for funding sources not in drop-down list									
		TOTAL OTHER DPH FUNDING SOURCES		-					-
		TOTAL DPH FUNDING SOURCES		425,762					425,762
NON-DPH FUNDING SOURCES									
This row left blank for funding sources not in drop-down list									
		TOTAL NON-DPH FUNDING SOURCES		-					-
		TOTAL FUNDING SOURCES (DPH AND NON-DPH)		425,762					425,762
BHS FUNDING SOURCES									
Number of Beds Purchased									
		SUD Only - Number of Outpatient Group Counseling Sessions		6					
		SUD Only - Licensed Capacity for Narcotic Treatment Programs							
		Payment Method							
		DPH Units of Service		1,840					
		Unit Type						0	
		Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		\$ 231.39				\$ -	
		Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 231.39				\$ -	
		Published Rate (Medi-Cal Providers Only)							
		Unduplicated Clients (UDC)		10					Total UDC

Appendix B - OPH 4: Operating Expenses Detail

Program Name: Perinatal Recreational (Cash Allow)
 Program Code: 38932-38935

Document Date: 07/01/18
 Appendix Number: B-3
 Page Number: 3
 Fiscal Year: 2018-2019
 Funding Modification Date: 07/25/18

Expense Categories & Line Items	TOTAL	Dept-Auth-Prof-Activity	Dept-Auth-Prof-Activity	Dept-Auth-Prof-Activity	Dept-Auth-Prof-Activity
Funding Term: 07/01/2018-09/30/2019		07/01/2018-09/30/2019	(mtd)(y-m-mtd)(y)	(mtd)(y-m-mtd)(y)	(mtd)(y-m-mtd)(y)
Program Code:	38932	38935			
Rent	\$ 18,488	\$ 12,189	\$ 6,278		
Utilities (Telephone, electricity, water, gas)	\$ 21,043	\$ 13,889	\$ 7,124		
Building Repairs/Maintenance	\$ 6,138	\$ 4,050	\$ 2,086		
Occupancy Total:	\$ 45,669	\$ 30,128	\$ 15,518		
Office Supplies	\$ 2,967	\$ 1,959	\$ 1,008		
Printing	\$ -	\$ -	\$ -		
Program Supplies	\$ 168	\$ 111	\$ 57		
Household Supplies	\$ 3,187	\$ 2,104	\$ 1,083		
Computer Hardware/Software	\$ -	\$ -	\$ -		
Materials & Supplies Total:	\$ 6,322	\$ 4,174	\$ 2,148		
Training/Staff Development	\$ 543	\$ 358	\$ 185		
Insurance	\$ 3,500	\$ 2,310	\$ 1,190		
Professional Licenses	\$ -	\$ -	\$ -		
Permits	\$ -	\$ -	\$ -		
Small equipment	\$ 2,000	\$ 1,320	\$ 680		
Equipment Lease & Maintenance	\$ 1,500	\$ 1,059	\$ 544		
General Operating Total:	\$ 7,643	\$ 5,044	\$ 2,599		
Local Travel	\$ 1,153	\$ 768	\$ 395		
Out-of-Town Travel	\$ -	\$ -	\$ -		
Field Expenses	\$ -	\$ -	\$ -		
Staff Travel Total:	\$ 1,153	\$ 768	\$ 395		
Therapist: Luis Cipez and Rebecca Bencljoo: Conducts staff training, provides program support and client consultation; Dates: 07/01/18 - 08/30/19, Hour: Average 22.23 hours per month, Rate: \$76 per hour x 208.67 hours	\$ 20,000	\$ 20,000			
Medical Director: Dr. John Christian O'Neil: Provides medical services, support and client consultation; Dates: 07/1/18 - 06/30/19, Hour: Average 2 hours per month, Rate: \$155 per hour x 24 hours	\$ 3,000	\$ 3,000			
RN: Luke Geranilo: Provides general medical services, support and client consultation under supervision of the MD. Dates: 07/01/18 - 08/30/19 Hour: Average 7.39 hours per month, Rate: \$100 per hour x 88.08 hours	\$ 8,896	\$ 8,896			
Body Healer: Alton Mince: Provides Body Manipulation to clients in early recovery to reduce stress and help in alcohol and drug detoxification. Also teaches clients how to self care. Date: 07/01/18 - 08/30/19, Hour: Average 10 hours per month, Rate \$50 per hour x 120 hours	\$ 6,000	\$ 6,000			
Consultant/contractor Total:	\$ 37,896	\$ 37,896	\$ -	\$ -	\$ -
Other (provide detail):					
Chart Transportation/Gas	\$ 2,590	\$ 2,590			
Voice Maintenance for men used for charts	\$ 640	\$ 640			
Chart Drug Testing	\$ 1,488	\$ 1,488			
Chart Activities	\$ 893	\$ 893			
Client Tox/over-the-counter Prescriptions	\$ 3,505	\$ 3,505			
Client Food	\$ 4,590	\$ 4,590			
Other Total:	\$ 13,716	\$ 13,716	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 112,257	\$ 81,696	\$ 29,661	\$ -	\$ -

**Appendix C
Reserved**

**Appendix D
Reserved**

Appendix E
Business Associate Agreement

APPENDIX E



San Francisco Department of Public Health Business Associate Agreement

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

RECITALS

- A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.
- C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).
- D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

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

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

1. Definitions.

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

APPENDIX E



San Francisco Department of Public Health Business Associate Agreement

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.

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,

APPENDIX E



San Francisco Department of Public Health Business Associate Agreement

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.

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



San Francisco Department of Public Health
Business Associate Agreement

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 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).



San Francisco Department of Public Health
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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 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)].



San Francisco Department of Public Health
Business Associate Agreement

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 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.



San Francisco Department of Public Health
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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.

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

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

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

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30)

APPENDIX E



San Francisco Department of Public Health Business Associate Agreement

days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

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
Hotline (Toll-Free): 1-855-729-6040

Contractor Name:	Latino Commission	Contractor City Vendor ID	0000016576
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PRIVACY ATTESTATION

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

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

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

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

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

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

ATTESTED by Privacy Officer or designated person	Name: (print)	Signature	Date
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IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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Contractor Name: Latino Commission	Contractor City Vendor ID 0000016576
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DATA SECURITY ATTESTATION

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

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

I. All Contractors.

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

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

Name: _____	Signature _____	Date _____
ATTESTED by Data Security Officer or designated person		

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

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

**Appendix F
Invoices**

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
PAGE A

Control Number

INVOICE NUMBER : S01 JL 18

CT.Blanket No: BPHM TBD

CT.PO. No.: POHM TBD User Cd

Fund Source: SUD County - General Fund

Invoice Period : July 2018

Final Invoice: (Check if Yes)

ACE Control Number: _____

Contractor : Latino Commission

Address: 301 Grand Ave., #301, South San Francisco, CA 94080

Tel No.: (650) 244 - 0306

Fax No.: (650)

BHS

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

PHP Division: Behavioral Health Services

	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC
Unduplicated Clients for Exhibit:					

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-1 Adult Male Residential (Casa Quetzal) PC# - 38472 (HMHSCRES227) - 240646-10000-SFGOV-10001681-0003												
Res-51 SA-Res Recov Long Term (Over 30 Days)	2,048				\$ 215.40	\$ -	0.000		0.00%		2,048.000	\$ 441,139.20
B-2 Adult Male Residential (Casa Ollin) PC# - 97037 + 3847HV-RES												
Res-51 SA-Res Recov Long Term (Over 30 Days)	2,934				\$ 168.35	\$ -	0.000		0.00%		2,934.000	493,938.00
B-3 Perinatal Residential (Casa Aviva) PC# - 38982 + 38935												
Res-51 SA-Res Recov Long Term (Over 30 Days)	1,840				\$ 231.39	\$ -	0.000		0.00%		1,840.000	425,757.00
TOTAL	6,822		0.000				0.000		0.00%		6,822.000	\$ 1,360,835.70
Budget Amount					\$ 1,360,847.00							
							Expenses To Date		% of Budget		Remaining Budget	
							\$ -		0.00%		\$ 1,360,847.00	

SUBTOTAL AMOUNT DUE \$ -
 Less: Initial Payment Recovery
 (For DPH Use) Other Adjustments
NET REIMBURSEMENT \$ -

NOTES:

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

Signature: _____ Date: _____

Title: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
 1380 Howard St., 4th Floor
 San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory _____
 Date

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

Introduction

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

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

Dispute Resolution Procedure

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

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

notwithstanding the foregoing, nothing shall diminish the parties' rights to seek any and all other legal or equitable remedies.

Appendix H

SUBSTANCE USE DISORDER SERVICES

such as

**Drug Medi-Cal,
Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant,
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 Prevention and Treatment Block Grants (SAPT Block Grant) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. SAPT Block Grant 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 SAPT Block Grant 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 Prevention and Treatment 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

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

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

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

Document 2G Drug Medi-Cal Billing Manual

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

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 SAPTBG 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, Statues of 2011 and Chapter 13, Statues 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. 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, 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

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. 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).

G. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant 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.

H. 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 Alcohol and Drug Program Administrators Association of California and California Behavioral Health Director's Association of California.

1) Pursuant to HSC Section 11801(g), the Provider's County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

2) Pursuant to HSC Section 11811.5(c), the Provider's 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. 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.

S. 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.

T. 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.

U. 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.

V. 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.

X. Subcontract Provisions

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

Y. 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) **Culturally Competent Services:** Providers are responsible to provide culturally competent services. Providers must 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 must be available for beneficiaries, as needed.

2) **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.

3) **Evidenced Based Practices:** Providers will implement at least two of the following evidenced based treatment practices (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 of EBP's during reviews. The required EBP 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 must 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. Psycho-educational 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 recover.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2018

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

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

PRODUCER All-Cal Insurance Agency 505 Vernon Street Roseville CA 95678		CONTACT NAME: DiAnna Marin PHONE (A/C No. Ext): (916) 784-9070 FAX (A/C, No): (916) 784-0158 E-MAIL ADDRESS: dianna@all-calinsurance.com	
INSURED Latino Commission On Alcohol & Drug Abuse Of San Mateo County 1001 Sneath Lane, Suite #307 & #210 San Bruno CA 94066		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Insurance Alliance of California INSURER B: New York Marine & General Insurance Company INSURER C: Fidelity And Deposit Company Of Maryland INSURER D: INSURER E: INSURER F:	
		NAIC # NIAC 624196 39306	

COVERAGES CERTIFICATE NUMBER: CL1810407503 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Improper Sexual Conduct \$250,000/ \$250,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Liquor Liability		Y	2018-04560NPO	10/02/2018	10/02/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		Y	2018-04560NPO	10/02/2018	10/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Coll Deductible \$ 500	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	N/A	WC 2018 0000 8760	04/01/2018	04/01/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Employee Dishonesty Forgery & Alteration			CCP 0059781-15	08/01/2018	08/01/2019	Limits 282,000 Deductible 3,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City & County of San Francisco, their officers, agents, officials, employees and volunteers are named as additional insured. Forms CG 20 26 and NIAC-A1 apply

CERTIFICATE HOLDER City & County of San Francisco Office of Contract Mgmt 1380 Howard Street 4th Floor San Francisco CA 94103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mike Esparza</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>The City & County of San Francisco, their officers, agents, officials, employees and volunteers are named as additional insured.</p> <p>Forms CG 20 26 and NIAC-A1 apply</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section 111 – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of Insurance shown in the Declarations; whichever is less.

However;

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

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



**Nonprofits' Insurance
Alliance of California**
AHEAD FOR INSURANCE... A HEART FOR NONPROFITS

POLICY NUMBER: 2018-04560NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

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

The City & County of San Francisco, their officers, agents, officials, employees and volunteers are named as additional insured.

Forms CG 20 26 and NIAC-A1 apply

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

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

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

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of May 1, 2022, in San Francisco, California, by and between **Latino Commission** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-26-2016 issued on September 27, 2016 and this modification is consistent therewith; 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; and

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, 2018 between Contractor and City.

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

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

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

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

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

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on (i) July 1, 2018 and expire on December 31, 2023, unless earlier terminated as otherwise provided herein.

2.3 Compensation. *Section 3.3.1 Payment currently reads as follows:*

3.3.1 Payment

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Six Million Ninety-Six Thousand Five Hundred Ninety-Five Dollars (\$6,096,595)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

ARTICLE 3 FINANCIAL MATTERS

3.3.1 Calculation of Charges

Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or 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 goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Nine Million Six Hundred Sixty-Three Thousand Five Hundred Five Dollars (\$9,663,505)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." 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. City will not honor minimum service order charges for any services covered by this Agreement.

2.4 Payment Limited to Satisfactory Services and Delivery of Goods. *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.2 in its entirety.*

3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods. Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City

2.5 Getting Paid by the City for Goods and/or Services. *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.4 in its entirety.*

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier

Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

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

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

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

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

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

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

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

3.4 Audit and Inspection of Records.

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

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

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

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

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

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

3.7 Contract Amendments; Budgeting Revisions.

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

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

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

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

4.2. Qualified Personnel

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

4.2.2 Contractor Vaccination Policy.

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

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

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

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

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

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

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

4.3 Subcontracting.

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

4.3.2 Luis Cirez, Therapist; Eleana Coll, Trainer; Rebecca Baculpo, Trainer; John Christian O’Neil, Medical Director; Akino Mineo-Aldis, Body Manipulator.

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

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, transferred, or delegated by Contractor (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable

satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

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

5.1 Insurance

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

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

5.1.2 Additional Insured Endorsements

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

5.1.3 Reserved. (Workers Compensation Insurance Waiver of Subrogation Endorsement).

5.1.4 Primary Insurance Endorsements

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

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

(c) Reserved. (Pollution Liability Insurance Primary Insured Endorsement).

5.1.5 Other Insurance Requirements

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

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

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

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

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

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

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

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability

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

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

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

2.15 Contractor to Pay Taxes. *The following is hereby added to Article 7 of the Agreement, replacing the previous Section 7.1 in its entirety:*

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

2.16 Possessory Interest Taxes. *The following is hereby added to Article 7 of the Agreement, replacing the previous Section 7.2 in its entirety:*

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

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

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory

interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

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

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

2.17 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.

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

8.2 Termination for Default; Remedies.

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

8.2.2 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

(a) 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.

(b) 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.

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

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, in accordance with San Francisco Administrative Code Section 21.33 (Procedure Upon Contractor's Failure to Deliver) where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Further, in accordance with San Francisco Administrative Code Section 10.27.1 (Controller may Offset), City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.3 shall survive termination of this Agreement.

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

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

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

8.4 Rights and Duties upon Termination or Expiration.

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

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

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

2.20 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.

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

10.7 Minimum Compensation Ordinance.

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

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

10.8 Health Care Accountability Ordinance.

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

with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

2.23 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.

2.24 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.

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

11.3 Incorporation of Recitals.

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

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

11.13 Order of Precedence.

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated November 22, 2016. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

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

11.14 Notification of Legal Requests.

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

2.28 Certification Regarding Lobbying. *The following is hereby added to Article 12 of the Agreement, replacing the previous Section 12.3 in its entirety*

12.3. Certification Regarding Lobbying.

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

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

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

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

2.29 Nondisclosure of Private, Proprietary or Confidential Information. *The following is hereby added to Article 13 of the Agreement, replacing the previous 13.1 in its entirety.*

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City’s proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

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

13.4 Management of City Data and Confidential Information.

13.4.1 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.

13.4.2 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.

2.31 Ownership of City Data. *The following is hereby added to 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.

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

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

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

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

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

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

2.37 Appendix H, Substance Use Disorder Services, dated 07/01/18 (i.e. July 1, 2018) is hereby deleted and Appendix H, Substance Use Disorder Services, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.

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

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

CONTRACTOR

Recommended by:

Latino Commission

DocuSigned by:
Greg Wagner 5/2/2022 | 9:53 AM PDT
28527524752949F...
Grant Colfax
Director of Health
Department of Public Health

DocuSigned by:
Debra Camarillo 4/28/2022 | 8:03 AM PDT
79A63C832FBA4D3...
Debra Camarillo
Chief Executive Officer
1001 Sneath Lane, Suite #307
San Bruno, CA 94066

City Supplier ID:
0000016576

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
Henry Lifton 4/28/2022 | 12:12 PM PDT
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By: Henry Lifton
Deputy City Attorney

Approved:

DocuSigned by:
Taranek Moayed 5/2/2022 | 10:49 AM PDT
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Sailaja Kurella
Director, Office of Contract Administration, and
Purchaser

Appendix A

Scope of Services – DPH Behavioral Health Services

1. Terms

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

2. Description of Services

3. Services Provided by Attorneys

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Andrew Williams**, Program Manager, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for

health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

In the provision of SERVICES under BHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by BHS, as applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Budget Summary

Appendix A-1 – Perinatal Residential (Casa Avivia)
Appendix A-2 – Adult Male Residential (Casa Olin)
Appendix A-3 – Adult Male Residential (Casa Quetzal)
Appendix A-4 –Entre Familila Outpatient

3. Services Provided by Attorneys. Any services to be provided by a law firm or attorney to the City must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Contractor Name: Latino Commission
Program Name: Aviva House

Appendix A1
Contract Term: 07/01/21 – 06/30/22
Funding Source: Perinatal DMC/General Fund

Identifiers:

Program Name: Perinatal Residential (Aviva House)
1724 Bryant Street
San Francisco, CA 94110
Telephone: (415) 588-9125 Facsimile: (415) 588-9160
Website Address: thelatinocommission.org

Contractor Address: 1001 Sneath Lane, Suite 307
City, State, ZIP: San Bruno, CA 94066

Executive Director/Program Director: Debra Camarillo
Telephone: 650-244-1444
Email Address: debra.camarillo@thelatinocommission.org

Program Code(s): 3893AHR, 3893PNR

1. Nature of Document:

Original Amendment One Request for Program Budget (RPB)

2. Goal Statement:

To provide residential as well as Overnight/Partial Day services for pregnant/post-partum Latina women and their children.

3. Target Population:

All ethnicities and populations in San Francisco with focused expertise to support the unique cultural needs of pregnant/postpartum Latinas and other women of color and their children who reside in San Francisco. This includes monolingual Spanish speakers or bilingual Spanish/English speakers and their children. While the Casa Aviva Perinatal Residential program welcomes and serves all ethnicities and populations, services are designed to meet the unique cultural and linguistic needs of Latinas and other women of color and their children who reside in San Francisco.

4. Modality(s)/Intervention(s)

UOS and UDC information is documented on Appendix B, CRDC page.

Contractor Name: Latino Commission
Program Name: Aviva House

Appendix A1
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5. Methodology:

A. Outreach, recruitment, promotion, and advertisement

TLC strategy to hire residential program graduates is consistent with peer support principles that include supporting clients in identifying how to access needed resources and advocating for clients, within the program and community; modeling healthy behavior in their own recovery and sharing their stories to inspire clients to achieve their goals; facilitating and encouraging change through realistic outcome driven goals that include education and skills building. Currently 80% of direct services staff are program graduates; the average number of years of experience of direct services staff members is 10 years; and TLC has successfully engaged, treated, and transitioned its clients which is reflected in funding source annual monitoring reports that ranks our treatment programs as meeting and/or exceeding expectation standards

All TLC positions have a corresponding position description that delineates duties and responsibilities, minimum qualifications, e.g., licenses, certifications, education, trainings, and other requirements. Only persons who at least meet minimum qualifications are interviewed and reference checks are conducted before an employment offer is made. Therefore, all professional and non-professional staff have the required experience and training necessary to perform the duties and responsibilities of the position for which they are hired.

B. Admission, enrollment and/or intake criteria and process where applicable

Persons enrolled in this treatment program must, in addition to being aged 18 to 65, and a resident of San Francisco, meet the following characteristics: 1) pregnant women and women with dependent children who are experiencing an involvement with addiction and/or drug related problems; and are willing to comply with the program's requirements are eligible for participation; and may be involved with CPS and court mandated. Certified SUD Counselor will conduct a preliminary intake and assessment process with each person. The focus of the intake/assessment process is to determine each person's strengths, co-occurring and mental health and substance abuse risk factors, and their coping strategies; and if a person is found to need withdrawal management, we will refer him/her to a detox program

C. Service delivery model

Contractor Name: Latino Commission
Program Name: Aviva House

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TLC Casa Aviva has an interdisciplinary team that consists of a MD, LCSW, RN, Certified SUD Counselors, and 3 Attendants who provide co-occurring disorder clients with therapeutic services. TLC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies (that includes mother/child/ren bonding and parenting skills). Research has shown that treatment has to be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy).

Treatment Planning:

Upon enrollment in the program each mother/child/ren will complete an assessment/intake process, conducted by a Certified SUD Counselor; each client will also be seen by the Medical Director for a health screening (that includes a general health check-in including but not limited to: health questionnaire, blood pressure, heart and pulse rate check, review of medications; and staff sets appointment dates for physicals and TB testing etc.) and coordinates with the program's interdisciplinary clinical team utilization reviews (key areas of focus to assure high quality and appropriate utilization of services include: treatment content and process, charts, facilities, staff training, client satisfaction, and health and safety) for all client file and signs off on all treatment plans of care, and consultations, as needed. In the event of an emergency, during off hours, a poster is placed on the agency front door that delineates emergency protocols; and the agency telephone voicemail message includes emergency protocols. • Within the first 30 days of enrollment each client will develop, with staff, a realistic outcome driven plan of care; and the focus of the plan of care will be client-centered and strength based. The plan of care for mothers/child/ren will include: 1) evaluation of the psycho-social factors in the clients behavior and may include: drug use, medical and dental status, legal status, socio-economic, AOD use and treatment, criminal history, mental health, family reunification goals, psycho-social and psychological matters and educational/vocational goals, 2) realistic outcome client driven goals that directly correspond to problematic areas, 3) specific action steps to be taken by the program (e.g., relapse prevention is interwoven throughout the treatment program and special emphasis is given to identification of triggers and relapse patterns) to accomplish stated goals; additionally, family assessment sessions may be conducted with members of the client's family to better understand the client's ability to participate in treatment, 4) random drug testing, 5) case management services, and 6) target dates for resolution of problematic behaviors, achievement of goals, completion of action steps, completion of treatment, and referrals when appropriate. • TLC

Clinical Supervisor will conduct, on a weekly basis, an interdisciplinary clinical meeting that include individual and group supervision, client and peer chart reviews, case management reviews, trainings (twice a month) to increase capacity, address self-care matters, review of clients plans of care to ensure meeting compliance requirements, etc.

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Facilities management includes maintaining on site policies and procedures to ensure that the facility complies with all applicable local, state, and federal laws and to ensure that the facility is maintained in a clean, safe, sanitary, and ATOD-free condition.

Hours of Operation: TLC will provide Treatment services on an annual basis, 7 days per week/24 hours per day; consistent with ASAM emergency service requirements

Duration of Services: The desired duration is 90 days and will be extended (once for 90 days) based on medical necessity. Clients are strongly encouraged to complete the program and will be encouraged to enroll in other agency programs and/or other systems of care.

Counseling Services: Individual: One-on-one counseling will be provided to address each client's unique needs and to assist each client to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect each client's behavior, emotions, thinking, and intrapersonal and interpersonal processes. • Group: Group counseling will consist of a combination of psycho-educational and process groups aimed at developing health coping skills, build community, accountability, and knowledge, skills, and abilities; and topics may include pride, respect, dignity, acculturation, reunification, identity, mental health stigma, triggers, relapse prevention, harm reduction, etc.

Family Counseling: Family Counseling assists the client in resolving problems in family and extended family relationships. This forum examines family communication patterns and violence where present; and helps to educate and assist families in identifying new ways of interacting with each other in a positive manner without displacing cultural values and roles.

Crisis Intervention: Crisis intervention will assist individuals in a crisis situation to restore equilibrium to their bio-psychosocial functioning and to minimize the potential for long-term psychological trauma. • Therapy: All treatment staff is trained to identify mental health disorders common with substance abusers; and all clients have an initial session with the LCSW that includes utilizing EBPs' that address the relationship between PTSD and substance abuse and trauma recovery intervention principles and philosophies; and also may utilize eye movement desensitization and reprocessing (EMDR) therapy (which has been proven highly effective in the treatment of trauma and relief of psychological stress); and if deemed appropriate referrals will be made for mental health services to Mission Mental Health and/or Instituto Familiar de La Raza; these partner service providers understand the cultural context for mental health services; which includes alternative healing practices; and staff will maintain on-going contact with mental health providers and coordinate treatment to ensure integration and client compliance with his/her mental health treatment plan.

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Family/Friends Visit: Times are set aside each Saturday, Sunday and Holidays for clients, who have completed Phase 1, to receive family members and friends. Alternative visiting schedules will be developed for CPS supervised family visits, individuals facing family emergencies, and other family hardships.

Educational Services: Staff will coordinate services for clients who want to participate in ESL classes and prepare for GED examinations.

Vocational Assessment, Counseling and Job Search: Employment is a necessary component of alcohol and other drug treatment, one that decreases the likelihood of relapse to substance use and criminal behavior, supports family reunification, and bolsters the client's self-esteem and psychological well-being; and topics may include career exploration, job seeking skills, completing application forms, interview techniques, role-playing, job etiquette, etc.

Patient Education: 1) Drug and Alcohol: drug and alcohol education provide clients with a biopsychosocial understanding of alcoholism and addiction. Staff and clients will discuss the harmful effects of alcohol and other drugs with clients presenting oral reports to the group on the drug(s) they abused.

Parenting Education: All clients are required to attend "No Tienes que Saberlo Todo" parenting class. This class focuses on the cultural nuances that come with Latino parenting with an emphasis on the strengths it carries. This is an 18-hour class that consists of six three-hour sessions. The class begins with an orientation and thereafter breaks out into groups which includes addressing parenting styles, child development, family communication, discipline, nutrition and health, exercise, self-esteem, limits and boundaries, impact of substance abuse on children, etc.

Mom's Massage: A history of trauma, compounded by post-partum stress and depression can become physically locked in the body on a cellular level. Access to massage is an important non-verbal way to relieve stress and unlock negative energies.

Free Time: Four hours per day are set aside as free mother and child/ren time, eat their meals, choose activities in the treatment program, i.e., reading, exercise, playing cards, etc.

Social Skills Training: Life, health, and social skills, training includes addressing personal dress, hygiene, nutrition, AIDS/HIV, completing rental applications, managing money, etc. These skills are fostered through peer interactions, individual and group counseling, organized workshops, didactic presentations, role-playing, and role training.

Women Domestic Violence: This is an on-going group with role-play and discussion. Clients are asked to present (at their own discretion) a violence autobiography. The purpose of this group is to identify recollections of violence, patterns of abuse and solutions for ending the violence.

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New Immigration Laws and Immigrant Groups: Monthly groups are conducted by Centro Legal de La Raza to inform clients and their families of changes in the laws, legal status, and citizenship classes, etc.

Support Groups: AA and NA: Client may select support groups of their choice in the community as they become eligible for passes and privileges.

Therapeutic Recreational Activities are available for all clients and integrated into the weekly schedule. Clients will develop skills to release stress and maintain physical fitness. Activities may include sports activities, therapeutic art, medicinal drumming, movement, body massage, etc.

Transportation Services: Staff will arrange for clients to be transported to medical, picking up medications, other appointments related their recovery, etc.

Medication: TLC does not dispense medication. The MD (for all clients) during health screening reviews all client medications; and we provide information/educational materials for each client regarding medications and treatment interventions; and transportation to attend appointments and to pick up medications. The Certified SUD Counselor and the RN, under the supervision of the MD, will conduct educational groups regarding 1) the impact of medications (e.g., side effects), 2) medications that assist with withdrawal management, transitional medications, and maintenance medications, particular to addiction challenges, such as methadone, buprenorphine, naloxone, naltrexone; and when clients are prescribed new medications and/or change medications each client will meet with the RN to review implications and a wellness check in.

Drug Testing: Drug testing is random, probable cause, and sporadic urine screening: random and mandatory urine testing is to comply with court, probation and/or parole requirements and are carried out as a therapeutic tool in the treatment process.

Case Management: TLC case management services are an integral aspect of treatment planning and will be addressed within each client's plan of care to ensure that the needs are addressed and met. The primary case management focus will be to support clients to foster responsibility and self-accountability to achieving health, wellness, and recovery; and the services will be provided by Certified SUD Counselors will include assessment, periodic reassessment, team coordination, monitoring progress and service delivery, peer support, advocacy, communication with probation/parole officers, housing/employment related services, referrals, etc.

Referrals: If during treatment, the client has additional needs, efforts will be made to make a referral to the appropriate community partners and/or alternative systems of care.

D. Discharge Planning and exit criteria and process

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Culturally, relationships are important and continued interaction is encouraged. The Certified SUD Counselors “keep the door open” for clients and their families after they graduate from treatment. Discharge plans are developed with clients, based on their needs. It needs to be noted that two critical priorities for subject clients are securing housing and employment. Case management support is critical for clients to secure financial stability and permanent housing. Once a client has achieved his/her treatment goals the assigned Certified SUD Counselor will discuss graduation and support structures needed to maintain recovery; and may be linked with other agency services that match their strengths, interests, and long-term goals. If it is determined that the needs of a client cannot be further met by TLC, the client will be referred to an appropriate service and the case will be discharged after successful connection with the referral service(s).

E. Program staffing

This program has an interdisciplinary team that consists of a Medical Director, LCSW, RN, Certified SUD Counselors, and 3 Attendants; and we are aligned with community partners and other systems of care to leverage and optimize resources. TLC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment must be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy).

All staff is trained regarding subject policies and procedures concerning client confidentiality and HIPAA requirements for agency-wide programs; in new employee orientation packets subject policies and procedures are included and each new employee is required to read them, thereafter, sign that they have read them and verify that they will adhere to same and provided with a copy of each signed document. Agency-wide quarterly trainings are conducted regarding subject topics, to emphasize the importance of adherence; and copies of these policies and procedures are in TLC

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operational manual and distributed to each employee, as part of their new employee packet; and violation of subject policies may lead to and include termination. Patient consent for treatment services at TLC and with other service providers is achieved via motivational interviewing to elicit the confidence and assurance that this is in their best interest to position them to achieve recovery.

F. Vouchers
 N/A

6. Objectives and Measurements:

“All objectives and descriptions of how objectives will be measured, are contained in the Fiscal Intermediary/Program Management document entitled: Fiscal Intermediary Performance Objectives FY21-22.”

7. Continuous Quality Improvement:

TLC is in the process of updating its evaluation and quality improvement policies and procedures to ensure that our practices and procedures are accurately reflected and demonstrate our compliance with the DMC-ODS pilot evaluation and improvement requirements. Attachment 4 is the draft outline of same. Critical elements of the DMC-ODS Pilot Program are integrated within our operational practices that include providing a culturally rooted client-centered continuum of care for our communities, foster transparency and accountability, strive to optimize community services to leverage and optimize limited resources, employ evidence based practices to meet the needs of our clients, coordinate services with other community resources and other systems of care; and prioritizing criminal justice involved populations and pregnant and women with dependent children; and meet the ASAM criteria definition of medical necessity for services based on ASAM criteria (acute intoxication and withdrawal, bio-medical conditions and complications, cognitive, behavioral, and emotional conditions, readiness and motivation, relapse, continued use , continued problem, and recovery environment); additionally, four key focus areas are access, quality delivery of services, cost effectiveness, integration and coordination of care. We understand that we must build on the cultural strengths of our clients/families; and demonstrating respect for their culture/traditions includes involving them in decision making and addressing cultural customs in service delivery; we evaluate their experiences through satisfaction surveys, informal feedback sessions, focus groups, exit surveys, evaluation surveys, etc. After we have collected the data we share it with our clients, discuss it, and make appropriate changes and/or revisions. The data collected from these evaluation and QI tools enables us to evaluate our programs, quantifiably measure progress, successes, and make appropriate programmatic adjustments/revisions to ensure that we offer culturally competent, responsive, and effective services delivery.

TLC Clinical Supervisors will conduct weekly interdisciplinary clinical meetings; twice a month conduct clinical trainings to increase staff knowledge, skills, and abilities; conduct coaching sessions, individual, and group supervision to address issues and challenges; and conduct trainings regarding addressing staff well-being and healing. The QI Team consist of the Executive Director, MD,

Contractor Name: Latino Commission
Program Name: Aviva House

Appendix A1
Contract Term: 07/01/21 – 06/30/22
Funding Source: Perinatal DMC/General Fund

LCSWs', RN MSN, Clinical Supervisor and other appropriate staff. The following domains are key areas of focus to assure high quality and appropriate utilization of services: a) treatment content, and process, b) charts, c) facilities, d) staff training, e) client satisfaction, and f) health and safety. Additionally, the QI Team is responsible to assure that TLC philosophy, mission, treatment model, and harm reduction are incorporated in all aspects of agency life and that TLC adheres to license and certification compliance.

On an annual basis (June of each year) an agency-wide training assessment survey is distributed and completed by all staff. The data is compiled and licensure, certification, new administration standards, clinical, and other requirements are included in the training matrix, as well. A training plan is developed, and a calendar of monthly trainings (clinical, compliance related, and administrative) are scheduled; as well as ASAM and Drug Medi-Cal updates and mandatory trainings.

8. Required Language:
N/A

Contractor Name: Latino Commission

Program Name: Casa Ollin Adult Male Residential

Appendix A-2

Contract Term: 07/01/21 – 06/30/22

Funding Source: General Fund

1. Identifiers:

Program Name: Casa Ollin Adult Male Residential

161 Margaret Avenue, San Francisco, CA 94112

Telephone: (415)337- 4065

Facsimile: (415)337- 4067

Website Address: thelatinocommission.org

Contractor Address: 1001 Sneath Lane, Suite 307

City, State, ZIP: San Bruno, CA 94066

Executive Director/Program Director: Debra Camarillo

Telephone: 650-244-1444

Email Address: debra.camarillo@thelatinocommission.org

Program Code(s): 97037

2. Nature of Document:

Original Amendment One Revision to Program Budget (RPB)

3. Goal Statement:

To provide Residential Step-Down (RSD) services for adult Latino men.

4. Target Population:

All ethnicities and populations in San Francisco with focused expertise to support the unique cultural needs of Latino substance abusers aged 18-65 years old men who reside in San Francisco who live in a Residential Step-Down (RSD) and who are transitioning to longer term treatment in the community.

5. Modality(s)/Intervention(s)

Please see Appendix B, CRDC page.

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

TLC strategy to hire residential program graduates is consistent with peer support principles that include supporting clients in identifying how to access needed resources and advocating for clients, within the program and community; modeling healthy behavior in their own recovery and sharing their stories to inspire clients to achieve their goals; facilitating and encouraging change through realistic outcome driven goals that include education and skills building. Currently 80% of direct services staff are program graduates; the average number of years of experience of direct services staff members is 10 years; and TLC has successfully engaged, treated, and transitioned its

clients which is reflected in funding source annual monitoring reports that ranks our treatment programs as meeting and/or exceeding expectation standards

All TLC positions have a corresponding position description that delineates duties and responsibilities, minimum qualifications, e.g., licenses, certifications, education, trainings, and other requirements. Only persons who at least meet minimum qualifications are interviewed and reference checks are conducted before an employment offer is made. Therefore, all professional and non-professional staff have the required experience and training necessary to perform the duties and responsibilities of the position for which they are hired.

B. Admission, enrollment and/or intake criteria and process where applicable

Persons enrolled in this treatment program must be aged 18 to 65, a resident of San Francisco; and; 1) persons who are able to complete addiction and/or mental health treatment, 2) persons who are stepping down from a more intensive level of care, 3) those persons who are in early stages of change and not yet ready to commit to full recovery, and 4) those persons who have achieved stability in recovery

C. Service delivery model

TLC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment must be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy).

Treatment Planning: Upon enrollment in the program each client will complete an assessment/intake process, conducted by a Certified SUD Counselor; each client will also be seen by the Medical Director for a health screening (that includes a general health check-in including but not limited to: health questionnaire, blood pressure, heart and pulse rate check, review of medications; and staff sets appointment dates for physicals and TB testing etc.) and coordinates with the program's interdisciplinary clinical team utilization reviews (key areas of focus to assure high quality and appropriate utilization of services include: treatment content and process, charts, facilities, staff training, client satisfaction, and health and safety) for all client file and signs off on all treatment plans of care, and consultations, as needed. In the event of an emergency a poster is placed on the agency front door that delineates emergency protocols; and the agency telephone voicemail message includes emergency protocols. Staff develops with the client a treatment plan of care; and the focus of the plan of care will be client-centered and strength based. The plan of care will include: 1) evaluation of the psycho-social factors in the clients behavior and may include: drug use, medical and dental status, legal status, socio-economic, AOD use and treatment,

criminal history, mental health, family reunification goals, psycho-social and psychological matters and educational/vocational goals, 2) realistic outcome client driven goals that directly correspond to problematic areas, 3) specific action steps to be taken by the program (e.g., relapse prevention is interwoven throughout the treatment program and special emphasis is given to identification of triggers and relapse patterns) to accomplish stated goals; additionally, family assessment sessions may be conducted with members of the client's family to better understand the client's ability to participate in treatment, 4) random drug testing, 5) case management services, and 6) target dates for resolution of problematic behaviors, achievement of goals, completion of action steps, completion of treatment, and referrals when appropriate.

Clinical Supervisor will conduct, on a weekly basis, an interdisciplinary clinical meeting that include individual and group supervision, client and peer chart reviews, case management reviews, trainings (twice a month) to increase capacity, address self-care matters, review of clients plans of care to ensure meeting compliance requirements, etc.

Facilities management includes maintaining on site policies and procedures to ensure that the facility complies with all applicable local, state, and federal laws and to ensure that the facility is maintained in a clean, safe, sanitary, and ATOD-free condition.

Hours of Operation: TLC will provide Treatment services on an annual basis, 7 days per week/24 hours per day; consistent with ASAM emergency service requirements. Services will be provided a minimum of 9 hours per week, based on individual client needs, that are delineated in each client's treatment plan.

Duration of Services: The desired duration is 180 days and will be extended (once for 90 days) based on medical necessity. Clients are strongly encouraged to complete the program and will be encouraged to enroll in other agency programs and/or other systems of care.

Counseling Services: Individual: One-on-one counseling will be provided to address each client's unique needs and to assist each client to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect each client's behavior, emotions, thinking, and intrapersonal and interpersonal processes. • Group: Group counseling will consist of a combination of psycho-educational and process groups aimed at developing health coping skills, build community, accountability, and knowledge, skills, and abilities; and topics may include pride, respect, dignity, acculturation, reunification, identity, mental health stigma, triggers, relapse prevention, harm reduction, etc.

Family Counseling: Family Counseling assists the client in resolving problems in family and extended family relationships. This forum examines family communication patterns and violence where present; and helps to educate and assist families in identifying new ways of interacting with each other in a positive manner without displacing cultural values and roles.

Crisis Intervention: Crisis intervention will assist individuals in a crisis situation to restore equilibrium to their bio-psychosocial functioning and to minimize the potential for long-term psychological trauma.

Therapy: All treatment staff is trained to identify mental health disorders common with substance abusers; and all clients have an initial session with the LCSW that includes utilizing EBPs' that address the relationship between PTSD and substance abuse and trauma recovery intervention principles and philosophies; and also may utilize eye movement desensitization and reprocessing (EMDR) therapy (which has been proven highly effective in the treatment of trauma and relief of psychological stress); and if deemed appropriate referrals will be made for mental health services to Mission Mental Health and/or Instituto Familiar de La Raza; these partner service providers understand the cultural context for mental health services; which includes alternative healing practices; and staff will maintain on-going contact with mental health providers and coordinate treatment to ensure integration and client compliance with his/her mental health treatment plan.

Educational Services: Staff will coordinate services for clients who want to participate in ESL classes and prepare for GED examinations.

Vocational Assessment, Counseling and Job Search: Employment is a necessary component of alcohol and other drug treatment, one that decreases the likelihood of relapse to substance use and criminal behavior, supports family reunification, and bolsters the client's self-esteem and psychological well-being; and topics may include career exploration, job seeking skills, completing application forms, interview techniques, role-playing, job etiquette, etc.

Patient Education: 1) Drug and Alcohol: drug and alcohol education provide clients' with a biopsychosocial understanding of alcoholism and addiction. Staff and clients will discuss the harmful effects of alcohol and other drugs with clients presenting oral reports to the group on the drug(s) they abused.

Parenting Education: All clients are required to attend "No Tienes que Saberlo Todo" parenting class. This class focuses on the cultural nuances that come with Latino parenting with an emphasis on the strengths it carries. This is an 18-hour class that consists of six three-hour sessions. The class begins with an orientation and thereafter breaks out into groups which includes addressing parenting styles, child development, family communication, discipline, nutrition and health, exercise, self-esteem, limits and boundaries, impact of substance abuse on children, etc.

Social Skills Training: Life, health, and social skills, training includes addressing personal dress, hygiene, nutrition, AIDS/HIV, completing rental applications, managing money, etc. These skills are fostered through peer interactions, individual and group counseling, organized workshops, didactic presentations, role-playing, and role training.

New Immigration Laws and Immigrant Groups: Monthly groups are conducted by Centro Legal de La Raza to inform clients and their families of changes in the laws, legal status, and citizenship classes, etc.

Support Groups: AA and NA: Client may select support groups of their choice in the community as they become eligible for passes and privileges.

Transportation Services: Staff will make arrange for clients to be transported to medical, picking up medications, other appointments related their recovery, etc.

Medication: TLC does not dispense medication. The MD (for all clients) during health screening reviews all client medications; and we provide information/educational materials for each client regarding medications and treatment interventions; and transportation to attend appointments and to pick up medications. The Certified SUD Counselor and the RN, under the supervision of the MD, will conduct educational groups regarding 1) the impact of medications (e.g., side effects), 2) medications that assist with withdrawal management, transitional medications, and maintenance medications, particular to addiction challenges, such as methadone, buprenorphine, naloxone, naltrexone; and when clients are prescribed new medications and/or change medications each client will meet with the RN to review implications and a wellness check in.

Drug Testing: Drug testing is random, probable cause, and sporadic urine screening: random and mandatory urine testing is to comply with court, probation and/or parole requirements and are carried out as a therapeutic tool in the treatment process.

Case Management: TLC case management services are an integral aspect of treatment planning and will be addressed within each client's plan of care to ensure that the needs are addressed and met. The primary case management focus will be to support clients to foster responsibility and self-accountability to achieving health, wellness, and recovery; and the services will be provided by Certified SUD Counselors will include: assessment, periodic reassessment, team coordination, monitoring progress and service delivery, peer support, advocacy, communication with probation/parole officers, housing/employment related services, referrals, etc.

Client Group Council: The Client Group Council meets once a week to discuss issues that emerge living in a treatment facility. Topics include the quality of food, hygiene, recreation, and social activity recommendations. Work assignments are made and questions about privilege may also be discussed. Rule infractions and disciplinary issues are discussed and decided by Council; and the Program Manager addresses more serious infractions.

Referrals: If during treatment, the client has additional needs, efforts will be made to make a referral to the appropriate community partners and/or alternative systems of care.

D. Discharge Planning and exit criteria and process

Culturally, relationships are important and continued interaction is encouraged. The Certified SUD Counselors “keep the door open” for clients and their families after they graduate from treatment. Discharge plans are developed with clients, based on their needs. It needs to be noted that two critical priorities for subject clients are securing housing and employment. Case management support is critical for clients to secure financial stability and permanent housing. Once a client has achieved his/her treatment goals the assigned Certified SUD Counselor will discuss graduation and support structures needed to maintain recovery; and may be linked with other agency services that match their strengths, interests, and long-term goals. If it is determined that the needs of a client cannot be further met by TLC, the client will be referred to an appropriate service and the case will be discharged after successful connection with the referral service(s).

E. Program staffing

TLC- Casa Ollin has an interdisciplinary team that consists of an MD, LCSW, RN, Certified SUD Counselors and a House Attendant who provide for co-occurring disorder clients therapeutic services (i.e., individual, group, and family counseling, crisis interventions, case management, individual and family therapy, and ancillary services; and maintains clients clinical records: they record clients participation in and responses to treatment, preparation of treatment plans with each client and discharge plans and discharge summaries).

TLC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies, i.e., Trauma-Focused Seeking Safety, DBT, Psycho-Ed., CBT, and MI.

All staff is trained regarding subject policies and procedures concerning client confidentiality and HIPAA requirements for agency-wide programs; in new employee orientation packets subject policies and procedures are included and each new employee is required to read them, thereafter sign that they have read them and verify that they will adhere to same and provided with a copy of each signed document. Agency-wide quarterly trainings are conducted regarding subject topics, to emphasize the importance of adherence; and copies of these policies and procedures are in TLC operational manual and distributed to each employee, as part of their new employee packet; and violation of subject policies may lead to and include termination. Patient consent for treatment services at TLC and with other service providers is achieved via motivational interviewing to elicit the confidence and assurance that this is in their best interest to position them to achieve recovery.

F. Vouchers

N/A

7. Objectives and Measurements:

“All objectives and descriptions of how objectives will be measured, are contained in the Fiscal Intermediary/Program Management document entitled: Fiscal Intermediary Performance Objectives FY21-22.”

8. Continuous Quality Improvement:

TLC is in the process of updating its evaluation and quality improvement policies and procedures to ensure that our practices and procedures are accurately reflected and demonstrate our compliance with the DMC-ODS pilot evaluation and improvement requirements. Attachment 4 is the draft outline of same. Critical elements of the DMC-ODS Pilot Program are integrated within our operational practices that include providing a culturally rooted client-centered continuum of care for our communities, foster transparency and accountability, strive to optimize community services to leverage and optimize limited resources, employ evidence based practices to meet the needs of our clients, coordinate services with other community resources and other systems of care; and prioritizing criminal justice involved populations and pregnant and women with dependent children; and meet the ASAM criteria definition of medical necessity for services based on ASAM criteria (acute intoxication and withdrawal, bio-medical conditions and complications, cognitive, behavioral, and emotional conditions, readiness and motivation, relapse, continued use , continued problem, and recovery environment); additionally, four key focus areas are access, quality delivery of services, cost effectiveness, integration and coordination of care. We understand that we must build on the cultural strengths of our clients/families; and demonstrating respect for their culture/traditions includes involving them in decision making and addressing cultural customs in service delivery; we evaluate their experiences through satisfaction surveys, informal feedback sessions, focus groups, exit surveys, evaluation surveys, etc. After we have collected the data we share it with our clients, discuss it, and make appropriate changes and/or revisions. The data collected from these evaluation and QI tools enables us to evaluate our programs, quantifiably measure progress, successes, and make appropriate programmatic adjustments/revisions to ensure that we offer culturally competent, responsive, and effective services delivery.

TLC Clinical Supervisors will conduct weekly interdisciplinary clinical meetings; twice a month conduct clinical trainings to increase staff knowledge, skills, and abilities; conduct coaching sessions, individual, and group supervision to address issues and challenges; and conduct trainings regarding addressing staff well-being and healing. The QI Team consist of the Executive Director, MD, LCSWs’, RN MSN, Clinical Supervisor and other appropriate staff. The following domains are key areas of focus to assure high quality and appropriate utilization of services: a) treatment content, and process, b) charts, c) facilities, d) staff training, e) client satisfaction, and f) health and safety. Additionally, the QI Team is responsible to assure that TLC philosophy, mission, treatment model, and harm reduction are incorporated in all aspects of agency life and that TLC adheres to license and certification compliance.

On an annual basis (June of each year) an agency-wide training assessment survey is distributed and completed by all staff. The data is compiled and licensure, certification, new administration standards, clinical, and other requirements are included in the training matrix, as well. A training plan is

Contractor Name: Latino Commission

Program Name: Casa Ollin Adult Male Residential

Appendix A-2

Contract Term: 07/01/21 – 06/30/22

Funding Source: General Fund

developed and a calendar of monthly trainings (clinical, compliance related, and administrative) are scheduled; as well as ASAM and Drug Medi-Cal updates and mandatory trainings.

9. Required Language:

N/A

Contractor Name: Latino Commission
Program Name: Casa Quetzal Adult Male Residential

Appendix A3
Contract Term: 07/01/21 – 06/30/22
Funding Source: DMC Waiver/General Fund

1. Identifiers:

Program Name: Casa Quetzal Adult Male Residential
635 Brunswick, San Francisco, CA 94112 – Quetzal
Telephone: (415)337- 4065 Facsimile: (415)337- 4067
Website Address: thelatinocommission.org

Contractor Address: 1001 Sneath Lane, Suite 307
City, State, ZIP: San Bruno, CA 94066

Executive Director/Program Director: Debra Camarillo
Telephone: 650-244-1444
Email Address: debra.camarillo@thelatinocommission.org
Program Code(s): 38472

2. Nature of Document:

Original Amendment One Request for Program Budget (RPB)

3. Goal Statement:

To provide residential services for adult Latino men.

4. Target Population:

All ethnicities and populations in San Francisco with focused expertise to support the unique cultural needs of Latino male substance abusers aged 18 – 65, who reside in San Francisco who may be recent immigrants with minimal literacy skills in English or Spanish, with significant trauma histories stemming from their immigration experience and/or community violence, that may present an obstacle to treatment engagement and retention in mainstream “dominant culture-oriented programs.

5. Modality(s)/Intervention(s)

UOS and UDC information is documented on Appendix B, CRDC page.

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

Contractor Name: Latino Commission
Program Name: Casa Quetzal Adult Male Residential

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Contract Term: 07/01/21 – 06/30/22
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TLC strategy to hire residential program graduates is consistent with peer support principles that include supporting clients in identifying how to access needed resources and advocating for clients, within the program and community; modeling healthy behavior in their own recovery and sharing their stories to inspire clients to achieve their goals; facilitating and encouraging change through realistic outcome driven goals that include education and skills building. Currently 80% of direct services staff are program graduates; the average number of years of experience of direct services staff members is 10 years; and TLC has successfully engaged, treated, and transitioned its clients which is reflected in funding source annual monitoring reports that ranks our treatment programs as meeting and/or exceeding expectation standards

All TLC positions have a corresponding position description that delineates duties and responsibilities, minimum qualifications, e.g., licenses, certifications, education, trainings, and other requirements. Only persons who at least meet minimum qualifications are interviewed and reference checks are conducted before an employment offer is made. Therefore, all professional and non-professional staff have the required experience and training necessary to perform the duties and responsibilities of the position for which they are hired.

B. Admission, enrollment and/or intake criteria and process where applicable

Persons enrolled are 18 to 65, residents of San Francisco, are: 1) persons who are able to complete addiction and/or mental health treatment, 2) persons who are stepping down from a more intensive level of care, 3) those persons who are in early stages of change and not yet ready to commit to full recovery, and 4) those persons who have achieved stability in recovery. Certified SUD Counselor will conduct a preliminary intake and assessment process with each person. During the intake process if a person is found to need withdrawal management, we will refer him/her to a detox program.

C. Service delivery model

TLC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment has to be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy.

Treatment Planning: Upon enrollment in the program each client will complete an assessment/intake process, conducted by a Certified SUD Counselor; each client will also be seen

Contractor Name: Latino Commission
Program Name: Casa Quetzal Adult Male Residential

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by the Medical Director for a health screening (that includes a general health check-in including but not limited to: health questionnaire, blood pressure, heart and pulse rate check, review of medications; and staff sets appointment dates for physicals and TB testing etc.) and coordinates with the program's interdisciplinary clinical team utilization reviews (key areas of focus to assure high quality and appropriate utilization of services include: treatment content and process, charts, facilities, staff training, client satisfaction, and health and safety) for all client file and signs off on all treatment plans of care, and consultations, as needed. In the event of an emergency a poster is placed on the agency front door that delineates emergency protocols; and the agency telephone voicemail message includes emergency protocols. Staff develops with the client a treatment plan of care; and the focus of the plan of care will be client-centered and strength based. The plan of care will include: 1) evaluation of the psycho-social factors in the clients behavior and may include: drug use, medical and dental status, legal status, socio-economic, AOD use and treatment, criminal history, mental health, family reunification goals, psycho-social and psychological matters and educational/vocational goals, 2) realistic outcome client driven goals that directly correspond to problematic areas, 3) specific action steps to be taken by the program (e.g., relapse prevention is interwoven throughout the treatment program and special emphasis is given to identification of triggers and relapse patterns) to accomplish stated goals; additionally, family assessment sessions may be conducted with members of the client's family to better understand the client's ability to participate in treatment, 4) random drug testing, 5) case management services, and 6) target dates for resolution of problematic behaviors, achievement of goals, completion of action steps, completion of treatment, and referrals when appropriate.

Clinical Supervisor will conduct, on a weekly basis, an interdisciplinary clinical meeting that include individual and group supervision, client and peer chart reviews, case management reviews, trainings (twice a month) to increase capacity, address self-care matters, review of clients plans of care to ensure meeting compliance requirements, etc.

Facilities management includes maintaining on site policies and procedures to ensure that the facility complies with all applicable local, state, and federal laws and to ensure that the facility is maintained in a clean, safe, sanitary, and ATOD-free condition.

Hours of Operation: TLC will provide Treatment services on an annual basis, 7 days per week/24 hours per day; consistent with ASAM emergency service requirements

Duration of Services: The desired duration is 90 days and will be extended (once for 90 days) based on medical necessity. Clients are strongly encouraged to complete the program and will be encouraged to enroll in other agency programs and/or other systems of care.

Counseling Services: Individual: One-on-one counseling will be provided to address each client's unique needs and to assist each client to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external

Contractor Name: Latino Commission
Program Name: Casa Quetzal Adult Male Residential

Appendix A3
Contract Term: 07/01/21 – 06/30/22
Funding Source: DMC Waiver/General Fund

conditions that affect each client's behavior, emotions, thinking, and intrapersonal and interpersonal processes. • Group: Group counseling will consist of a combination of psycho-educational and process groups aimed at developing health coping skills, build community, accountability, and knowledge, skills, and abilities; and topics may include pride, respect, dignity, acculturation, reunification, identity, mental health stigma, triggers, relapse prevention, harm reduction, etc.

Family Counseling: Family Counseling assists the client in resolving problems in family and extended family relationships. This forum examines family communication patterns and violence where present; and helps to educate and assist families in identifying new ways of interacting with each other in a positive manner without displacing cultural values and roles.

Crisis Intervention: Crisis intervention will assist individuals in a crisis to restore equilibrium to their bio-psychosocial functioning and to minimize the potential for long-term psychological trauma.

Therapy: All treatment staff is trained to identify mental health disorders common with substance abusers; and all clients have an initial session with the LCSW that includes utilizing EBPs' that address the relationship between PTSD and substance abuse and trauma recovery intervention principles and philosophies; and also may utilize eye movement desensitization and reprocessing (EMDR) therapy (which has been proven highly effective in the treatment of trauma and relief of psychological stress); and if deemed appropriate referrals will be made for mental health services to Mission Mental Health and/or Instituto Familiar de La Raza; these partner service providers understand the cultural context for mental health services; which includes alternative healing practices; and staff will maintain on-going contact with mental health providers and coordinate treatment to ensure integration and client compliance with his/her mental health treatment plan.

Family/Friends Visit: Times are set aside each Saturday, Sunday and Holidays for clients, who have completed Phase 1, to receive family members and friends. Alternative visiting schedules will be developed for CPS supervised family visits, individuals facing family emergencies, and other family hardships.

Educational Services: Staff will coordinate services for clients who want to participate in ESL classes and prepare for GED examinations.

Vocational Assessment, Counseling and Job Search: Employment is a necessary component of alcohol and other drug treatment, one that decreases the likelihood of relapse to substance use and criminal behavior, supports family reunification, and bolsters the client's self-esteem and psychological well-being; and topics may include career exploration, job seeking skills, completing application forms, interview techniques, role-playing, job etiquette, etc.

Contractor Name: Latino Commission
Program Name: Casa Quetzal Adult Male Residential

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Patient Education: 1) Drug and Alcohol: drug and alcohol education provide clients with a biopsychosocial understanding of alcoholism and addiction. Staff and clients will discuss the harmful effects of alcohol and other drugs with clients presenting oral reports to the group on the drug(s) they abused.

Parenting Education: All clients are required to attend “No Tienes que Saberlo Todo” parenting class. This class focuses on the cultural nuances that come with Latino parenting with an emphasis on the strengths it carries. This is an 18-hour class that consists of six three-hour sessions. The class begins with an orientation and thereafter breaks out into groups which includes addressing parenting styles, child development, family communication, discipline, nutrition and health, exercise, self-esteem, limits and boundaries, impact of substance abuse on children, etc.

Social Skills Training: Life, health, and social skills, training includes addressing personal dress, hygiene, nutrition, AIDS/HIV, completing rental applications, managing money, etc. These skills are fostered through peer interactions, individual and group counseling, organized workshops, didactic presentations, role-playing, and role training.

New Immigration Laws and Immigrant Groups: Monthly groups are conducted by Centro Legal de La Raza to inform clients and their families of changes in the laws, legal status, and citizenship classes, etc.

Support Groups: AA and NA: Client may select support groups of their choice in the community as they become eligible for passes and privileges.

Therapeutic Recreational Activities are available for all clients and integrated into the weekly schedule. Clients will develop skills to release stress and maintain physical fitness. Activities may include sports activities, therapeutic art, medicinal drumming, movement, body massage, etc.

Transportation Services: Staff will make arrange for clients to be transported to medical, picking up medications, other appointments related their recovery, etc.

Medication: TLC does not dispense medication. The MD (for all clients) during health screening reviews all client medications; and we provide information/educational materials for each client regarding medications and treatment interventions; and transportation to attend appointments and to pick up medications. The Certified SUD Counselor and the RN, under the supervision of the MD, will conduct educational groups regarding 1) the impact of medications (e.g., side effects), 2) medications that assist with withdrawal management, transitional medications, and maintenance medications, particular to addiction challenges, such as methadone, buprenorphine, naloxone, naltrexone; and when clients are prescribed new medications and/or change medications each client will meet with the RN to review implications and a wellness check in.

Contractor Name: Latino Commission
Program Name: Casa Quetzal Adult Male Residential

Appendix A3
Contract Term: 07/01/21 – 06/30/22
Funding Source: DMC Waiver/General Fund

Drug Testing: Drug testing is random, probable cause, and sporadic urine screening; random and mandatory urine testing is to comply with court, probation and/or parole requirements and are carried out as a therapeutic tool in the treatment process.

Case Management: TLC case management services are an integral aspect of treatment planning and will be addressed within each client's plan of care to ensure that the needs are addressed and met. The primary case management focus will be to support clients to foster responsibility and self-accountability to achieving health, wellness, and recovery; and the services will be provided by Certified SUD Counselors will include: assessment, periodic reassessment, team coordination, monitoring progress and service delivery, peer support, advocacy, communication with probation/parole officers, housing/employment related services, referrals, etc.

Referrals: If during the course of treatment, the client has additional needs, efforts will be made to make a referral to the appropriate community partners and/or alternative systems of care.

D. Discharge Planning and exit criteria and process

Culturally, relationships are important and continued interaction is encouraged. The Certified SUD Counselors "keep the door open" for clients and their families after they graduate from treatment. Discharge plans are developed with clients, based on their needs. It needs to be noted that two critical priorities for subject clients are securing housing and employment. Case management support is critical for clients to secure financial stability and permanent housing. Once a client has achieved his/her treatment goals the assigned Certified SUD Counselor will discuss graduation and support structures needed to maintain recovery; and may be linked with other agency services that match their strengths, interests, and long-term goals. If it is determined that the needs of a client cannot be further met by TLC, the client will be referred to an appropriate service and the case will be discharged after successful connection with the referral service(s).

E. Program staffing

This program has an interdisciplinary team that consists of a Medical Director, LCSW, RN, Certified SUD Counselors, and 3 Attendants; and we are aligned with community partners and other systems of care to leverage and optimize resources. TLC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment has to be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-

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Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy.

All staff is trained regarding subject policies and procedures concerning client confidentiality and HIPAA requirements for agency-wide programs; in new employee orientation packets subject policies and procedures are included and each new employee is required to read them, thereafter sign that they have read them and verify that they will adhere to same and provided with a copy of each signed document. Agency-wide quarterly trainings are conducted regarding subject topics, to emphasize the importance of adherence; and copies of these policies and procedures are in TLC operational manual and distributed to each employee, as part of their new employee packet; and violation of subject policies may lead to and include termination. Patient consent for treatment services at TLC and with other service providers is achieved via motivational interviewing to elicit the confidence and assurance that this is in their best interest to position them to achieve recovery.

F. Vouchers
 N/A

7. Objectives and Measurements:

“All objectives and descriptions of how objectives will be measured, are contained in the Fiscal Intermediary/Program Management document entitled: Fiscal Intermediary Performance Objectives FY21-22.”

8. Continuous Quality Improvement:

TLC is in the process of updating its evaluation and quality improvement policies and procedures to ensure that our practices and procedures are accurately reflected and demonstrate our compliance with the DMC-ODS pilot evaluation and improvement requirements. Attachment 4 is the draft outline of same. Critical elements of the DMC-ODS Pilot Program are integrated within our operational practices that include providing a culturally rooted client-centered continuum of care for our communities, foster transparency and accountability, strive to optimize community services to leverage and optimize limited resources, employ evidence based practices to meet the needs of our clients, coordinate services with other community resources and other systems of care; and prioritizing criminal justice involved populations and pregnant and women with dependent children; and meet the ASAM criteria definition of medical necessity for services based on ASAM criteria (acute intoxication and withdrawal, bio-medical conditions and complications, cognitive, behavioral, and emotional conditions, readiness and motivation, relapse, continued use , continued problem, and recovery environment); additionally, four key focus areas are access, quality delivery of services, cost

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Program Name: Casa Quetzal Adult Male Residential

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effectiveness, integration and coordination of care. We understand that we must build on the cultural strengths of our clients/families; and demonstrating respect for their culture/traditions includes involving them in decision making and addressing cultural customs in service delivery; we evaluate their experiences through satisfaction surveys, informal feedback sessions, focus groups, exit surveys, evaluation surveys, etc. After we have collected the data, we share it with our clients, discuss it, and make appropriate changes and/or revisions. The data collected from these evaluation and QI tools enables us to evaluate our programs, quantifiably measure progress, successes, and make appropriate programmatic adjustments/revisions to ensure that we offer culturally competent, responsive, and effective services delivery.

TLC Clinical Supervisors will conduct weekly interdisciplinary clinical meetings; twice a month conduct clinical trainings to increase staff knowledge, skills, and abilities; conduct coaching sessions, individual, and group supervision to address issues and challenges; and conduct trainings regarding addressing staff well-being and healing. The QI Team consist of the Executive Director, MD, LCSWs', RN MSN, Clinical Supervisor and other appropriate staff. The following domains are key areas of focus to assure high quality and appropriate utilization of services: a) treatment content, and process, b) charts, c) facilities, d) staff training, e) client satisfaction, and f) health and safety. Additionally, the QI Team is responsible to assure that TLC philosophy, mission, treatment model, and harm reduction are incorporated in all aspects of agency life and that TLC adheres to license and certification compliance.

On an annual basis (June of each year) an agency-wide training assessment survey is distributed and completed by all staff. The data is compiled and licensure, certification, new administration standards, clinical, and other requirements are included in the training matrix, as well. A training plan is developed and a calendar of monthly trainings (clinical, compliance related, and administrative) are scheduled; as well as ASAM and Drug Medi-Cal updates and mandatory trainings.

9. Required Language:
N/A

Contractor Name: Latino Commission
Program Name: Entre Familia Outpatient

Appendix A4
Contract Term: 07/01/21 – 06/30/22
Funding Source: DMC Waiver/General Fund

1. Identifiers:

Program Name: Entre Familia Outpatient
1001 Sneath Lane, Suite 210
Telephone: (650-244-1444 Facsimile: 650-244-1447
Website Address: thelatinocommission.org

Contractor Address: 1001 Sneath Lane, Suite 307
City, State, ZIP: San Bruno, CA 94066

Executive Director/Program Director: Debra Camarillo
Telephone: 650-244-1444
Email Address: debra.camarillo@thelatinocommission.org
Program Code(s): 0311EF

2. Nature of Document:

Original First Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

To provide Outpatient services for adult Latino men, to reduce drug use, develop healthy stress-management techniques, and encourage ongoing sobriety by establishing a community support system.

4. Target Population:

All ethnicities and populations in San Francisco with focused expertise to support the unique cultural needs of Latino male substance abusers, aged 18 – 65, who reside in San Francisco and who may be recent immigrants with minimal literacy skills in English or Spanish, with significant trauma histories stemming from their immigration experience and/or community violence, which present an obstacle to treatment engagement and retention in mainstream “dominant culture-oriented programs

5. Modality(s)/Intervention(s)

UOS and UDC information is documented on Appendix B, CRDC page.

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

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TLC strategy to hire residential program graduates is consistent with peer support principles that include supporting clients in identifying how to access needed resources and advocating for clients, within the program and community; modeling healthy behavior in their own recovery and sharing their stories to inspire clients to achieve their goals; facilitating and encouraging change through realistic outcome driven goals that include education and skills building. Currently 80% of direct services staff are program graduates; the average number of years of experience of direct services staff members is 10 years; and TLC has successfully engaged, treated, and transitioned its clients which is reflected in funding source annual monitoring reports that ranks our treatment programs as meeting and/or exceeding expectation standards

All TLC positions have a corresponding position description that delineates duties and responsibilities, minimum qualifications, e.g., licenses, certifications, education, trainings, and other requirements. Only persons who at least meet minimum qualifications are interviewed and reference checks are conducted before an employment offer is made. Therefore, all professional and non-professional staff have the required experience and training necessary to perform the duties and responsibilities of the position for which they are hired.

B. Admission, enrollment and/or intake criteria and process where applicable

Persons enrolled in this treatment program must be aged 18 to 65, a resident of San Francisco; and 1) persons who are able to complete addiction and/or mental health treatment, 2) persons who are stepping down from a more intensive level of care, 3) those persons who are in early stages of change and not yet ready to commit to full recovery, and 4) those persons who have achieved stability in recovery

C. Service delivery model

TLC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment must be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy).

Treatment Planning: Upon enrollment in the program each client will complete an assessment/intake process, conducted by a Certified SUD Counselor; each client will also be seen by the Medical Director for a health screening (that includes a general health check-in including but not limited to: health questionnaire, blood pressure, heart and pulse rate check, review of medications; and staff sets appointment dates for physicals and TB testing etc.) and coordinates

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with the program's interdisciplinary clinical team utilization reviews (key areas of focus to assure high quality and appropriate utilization of services include: treatment content and process, charts, facilities, staff training, client satisfaction, and health and safety) for all client file and signs off on all treatment plans of care, and consultations, as needed. In the event of an emergency a poster is placed on the agency front door that delineates emergency protocols; and the agency telephone voicemail message includes emergency protocols. Staff develops with the client a treatment plan of care; and the focus of the plan of care will be client-centered and strength based. The plan of care will include: 1) evaluation of the psycho-social factors in the clients behavior and may include: drug use, medical and dental status, legal status, socio-economic, AOD use and treatment, criminal history, mental health, family reunification goals, psycho-social and psychological matters and educational/vocational goals, 2) realistic outcome client driven goals that directly correspond to problematic areas, 3) specific action steps to be taken by the program (e.g., relapse prevention is interwoven throughout the treatment program and special emphasis is given to identification of triggers and relapse patterns) to accomplish stated goals; additionally, family assessment sessions may be conducted with members of the client's family to better understand the client's ability to participate in treatment, 4) random drug testing, 5) case management services, and 6) target dates for resolution of problematic behaviors, achievement of goals, completion of action steps, completion of treatment, and referrals when appropriate.

Clinical Supervisor will conduct, on a weekly basis, an interdisciplinary clinical meeting that include individual and group supervision, client and peer chart reviews, case management reviews, trainings (twice a month) to increase capacity, address self-care matters, review of clients plans of care to ensure meeting compliance requirements, etc.

Facilities management includes maintaining on site policies and procedures to ensure that the facility complies with all applicable local, state, and federal laws and to ensure that the facility is maintained in a clean, safe, sanitary, and ATOD-free condition.

Hours of Operation: This program's standard schedule is Monday through Friday, from 8 AM to 7 PM.

Duration of Services: The desired duration is 90 days and will be extended (once for 90 days) based on medical necessity. Clients are strongly encouraged to complete the program and will be encouraged to enroll in other agency programs and/or other systems of care.

Counseling Services: Individual: One-on-one counseling will be provided to address each client's unique needs and to assist each client to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect each client's behavior, emotions, thinking, and intrapersonal and interpersonal processes. • Group: Group counseling will consist of a combination of psycho-educational and process groups aimed at developing health coping skills, build community,

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accountability, and knowledge, skills, and abilities; and topics may include pride, respect, dignity, acculturation, reunification, identity, mental health stigma, triggers, relapse prevention, harm reduction, etc.

Family Counseling: Family Counseling assists the client in resolving problems in family and extended family relationships. This forum examines family communication patterns and violence where present; and helps to educate and assist families in identifying new ways of interacting with each other in a positive manner without displacing cultural values and roles.

Crisis Intervention: Crisis intervention will assist individuals in a crisis to restore equilibrium to their bio-psychosocial functioning and to minimize the potential for long-term psychological trauma.

Therapy: All treatment staff is trained to identify mental health disorders common with substance abusers; and all clients have an initial session with the LCSW that includes utilizing EBPs' that address the relationship between PTSD and substance abuse and trauma recovery intervention principles and philosophies; and also may utilize eye movement desensitization and reprocessing (EMDR) therapy (which has been proven highly effective in the treatment of trauma and relief of psychological stress); and if deemed appropriate referrals will be made for mental health services to Mission Mental Health and/or Instituto Familiar de La Raza; these partner service providers understand the cultural context for mental health services; which includes alternative healing practices; and staff will maintain on-going contact with mental health providers and coordinate treatment to ensure integration and client compliance with his/her mental health treatment plan.

Educational Services: Staff will coordinate services for clients who want to participate in ESL classes and prepare for GED examinations.

Vocational Assessment, Counseling and Job Search: Employment is a necessary component of alcohol and other drug treatment, one that decreases the likelihood of relapse to substance use and criminal behavior, supports family reunification, and bolsters the client's self-esteem and psychological well-being; and topics may include career exploration, job seeking skills, completing application forms, interview techniques, role-playing, job etiquette, etc.

Patient Education: 1) Drug and Alcohol: drug and alcohol education provide clients with a biopsychosocial understanding of alcoholism and addiction. Staff and clients will discuss the harmful effects of alcohol and other drugs with clients presenting oral reports to the group on the drug(s) they abused.

Parenting Education: All clients are required to attend "No Tienes que Saberlo Todo" parenting class. This class focuses on the cultural nuances that come with Latino parenting with an emphasis on the strengths it carries. This is an 18-hour class that consists of six three-hour sessions. The

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class begins with an orientation and thereafter breaks out into groups which includes addressing parenting styles, child development, family communication, discipline, nutrition and health, exercise, self-esteem, limits and boundaries, impact of substance abuse on children, etc.

Social Skills Training: Life, health, and social skills, training includes addressing personal dress, hygiene, nutrition, AIDS/HIV, completing rental applications, managing money, etc. These skills are fostered through peer interactions, individual and group counseling, organized workshops, didactic presentations, role-playing, and role training.

New Immigration Laws and Immigrant Groups: Monthly groups are conducted by Centro Legal de La Raza to inform clients and their families of changes in the laws, legal status, and citizenship classes, etc.

Support Groups: AA and NA: Client may select support groups of their choice in the community as they become eligible for passes and privileges.

Medication: TLC does not dispense medication. The MD (for all clients) during health screening reviews all client medications; and we provide information/educational materials for each client regarding medications and treatment interventions; and transportation to attend appointments and to pick up medications. The Certified SUD Counselor and the RN, under the supervision of the MD, will conduct educational groups regarding 1) the impact of medications (e.g., side effects), 2) medications that assist with withdrawal management, transitional medications, and maintenance medications, particular to addiction challenges, such as methadone, buprenorphine, naloxone, naltrexone; and when clients are prescribed new medications and/or change medications each client will meet with the RN to review implications and a wellness check in.

Drug Testing: Drug testing is random, probable cause, and sporadic urine screening: random and mandatory urine testing is to comply with court, probation and/or parole requirements and are carried out as a therapeutic tool in the treatment process.

Case Management: TLC case management services are an integral aspect of treatment planning and will be addressed within each client's plan of care to ensure that the needs are addressed and met. The primary case management focus will be to support clients to foster responsibility and self-accountability to achieving health, wellness, and recovery; and the services will be provided by Certified SUD Counselors will include assessment, periodic reassessment, team coordination, monitoring progress and service delivery, peer support, advocacy, communication with probation/parole officers, housing/employment related services, referrals, etc.

Referrals: If during treatment, the client has additional needs, efforts will be made to make a referral to the appropriate community partners and/or alternative systems of care.

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D. Discharge Planning and exit criteria and process

Culturally, relationships are important and continued interaction is encouraged. The Certified SUD Counselors “keep the door open” for clients and their families after they graduate from treatment. Discharge plans are developed with clients, based on their needs. It needs to be noted that two critical priorities for subject clients are securing housing and employment. Case management support is critical for clients to secure financial stability and permanent housing. Once a client has achieved his/her treatment goals the assigned Certified SUD Counselor will discuss graduation and support structures needed to maintain recovery; and may be linked with other agency services that match their strengths, interests, and long-term goals. If it is determined that the needs of a client cannot be further met by TLC, the client will be referred to an appropriate service and the case will be discharged after successful connection with the referral service(s).

E. Program staffing

Entre Familia Outpatient has an interdisciplinary team that consists of an MD, LCSW, RN, Certified SUD Counselors and a House Attendant who provide for co-occurring disorder clients therapeutic services (i.e., individual, group, and family counseling, crisis interventions, case management, individual and family therapy, and ancillary services; and maintains clients clinical records: they record clients participation in and responses to treatment, preparation of treatment plans with each client and discharge plans and discharge summaries).

TLC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies, i.e., Trauma-Focused Seeking Safety, DBT, Psycho-Ed., CBT, and MI.

All staff is trained regarding subject policies and procedures concerning client confidentiality and HIPAA requirements for agency-wide programs; in new employee orientation packets subject policies and procedures are included and each new employee is required to read them, thereafter sign that they have read them and verify that they will adhere to same and provided with a copy of each signed document. Agency-wide quarterly trainings are conducted regarding subject topics, to emphasize the importance of adherence; and copies of these policies and procedures are in TLC operational manual and distributed to each employee, as part of their new employee packet; and violation of subject policies may lead to and include termination. Patient consent for treatment services at TLC and with other service providers is achieved via motivational interviewing to elicit the confidence and assurance that this is in their best interest to position them to achieve recovery.

F. Vouchers

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N/A

7. Objectives and Measurements:

“All objectives and descriptions of how objectives will be measured, are contained in the Fiscal Intermediary/Program Management document entitled: Fiscal Intermediary Performance Objectives FY21-22.”

8. Continuous Quality Improvement:

TLC is in the process of updating its evaluation and quality improvement policies and procedures to ensure that our practices and procedures are accurately reflected and demonstrate our compliance with the DMC-ODS pilot evaluation and improvement requirements. Attachment 4 is the draft outline of same. Critical elements of the DMC-ODS Pilot Program are integrated within our operational practices that include providing a culturally rooted client-centered continuum of care for our communities, foster transparency and accountability, strive to optimize community services to leverage and optimize limited resources, employ evidence based practices to meet the needs of our clients, coordinate services with other community resources and other systems of care; and prioritizing criminal justice involved populations and pregnant and women with dependent children; and meet the ASAM criteria definition of medical necessity for services based on ASAM criteria (acute intoxication and withdrawal, bio-medical conditions and complications, cognitive, behavioral, and emotional conditions, readiness and motivation, relapse, continued use , continued problem, and recovery environment); additionally, four key focus areas are access, quality delivery of services, cost effectiveness, integration and coordination of care. We understand that we must build on the cultural strengths of our clients/families; and demonstrating respect for their culture/traditions includes involving them in decision making and addressing cultural customs in service delivery; we evaluate their experiences through satisfaction surveys, informal feedback sessions, focus groups, exit surveys, evaluation surveys, etc. After we have collected the data, we share it with our clients, discuss it, and make appropriate changes and/or revisions. The data collected from these evaluation and QI tools enables us to evaluate our programs, quantifiably measure progress, successes, and make appropriate programmatic adjustments/revisions to ensure that we offer culturally competent, responsive, and effective services delivery.

TLC Clinical Supervisors will conduct weekly interdisciplinary clinical meetings; twice a month conduct clinical trainings to increase staff knowledge, skills, and abilities; conduct coaching sessions, individual, and group supervision to address issues and challenges; and conduct trainings regarding addressing staff well-being and healing. The QI Team consist of the Executive Director, MD, LCSWs’, RN MSN, Clinical Supervisor, and other appropriate staff. The following domains are key areas of focus to assure high quality and appropriate utilization of services: a) treatment content, and process, b) charts, c) facilities, d) staff training, e) client satisfaction, and f) health and safety. Additionally, the QI Team is responsible to assure that TLC philosophy, mission, treatment model, and harm reduction are incorporated in all aspects of agency life and that TLC adheres to license and certification compliance.

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On an annual basis (June of each year) an agency-wide training assessment survey is distributed and completed by all staff. The data is compiled and licensure, certification, new administration standards, clinical, and other requirements are included in the training matrix, as well. A training plan is developed, and a calendar of monthly trainings (clinical, compliance related, and administrative) are scheduled; as well as ASAM and Drug Medi-Cal updates and mandatory trainings.

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and MHSA Fund of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. Program Budgets and Final Invoice

A. Program are listed below:

- Budget Summary
- Appendix B-1 – Perinatal Residential (Casa Avivia)
- Appendix B-2 – Adult Male Residential (Casa Olin)
- Appendix B-3 – Adult Male Residential (Casa Quetzal)
- Appendix B-4 –Entre Familila Outpatient

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Six Hundred Sixty-Three Thousand Five Hundred Five Dollars (\$9,663,505) for the period of July 1, 2018 through December 31, 2023.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$0.00** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that

for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

July 1, 2018 to June 30, 2019	\$ 1,479,611
July 1, 2019 to June 30, 2020	\$ 1,735,492
July 1, 2020 to June 30, 2021	\$ 1,797,922
July 1, 2021 to June 30, 2022	\$ 1,860,192
July 1, 2022 to June 30, 2023	\$ 1,860,192
July 1, 2023 to Dec 31, 2023	\$ 930,096
SubTotal July 1, 2018 to December 31, 2023	\$ 9,663,505
Contingency	\$0
TOTAL July 1, 2018 to December 31, 2023	\$ 9,663,505

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

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

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number		N/A				Fiscal Year		2021-2022
Legal Entity Name/Contractor Name		Latino Commission on Alcohol and Drug Abuses Services of San Mateo County, Inc.				Funding Notification Date		2/7/2022
Contract ID Number		1000011177						
Appendix Number	B-#1	B-#2	B-#3	B-#4				
Provider Number	383893	388919	383847	380311				
Program Name	Aviva House Perinatal Residential	Casa Ollin Adult Male Residential	Casa Quetzal Adult Male Residential	Entre Familia Outpatient				
Program Code	3893PNR; 3893AHR	97037	3847CQR	0311EF				
Funding Term	07/01/2021-06/30/2022	07/01/2021-06/30/2022	07/01/2021-06/30/2022	07/01/2021-06/30/2022				
FUNDING USES							TOTAL	
Salaries	302,163	249,808	276,268	27,769			856,008	
Employee Benefits	90,649	74,943	85,346	7,732			258,670	
Subtotal Salaries & Employee Benefits	392,812	324,751	361,614	35,501			1,114,678	
Operating Expenses	125,645	196,739	166,883	13,614			502,881	
Capital Expenses	-	-	-	-			-	
Subtotal Direct Expenses	518,457	521,490	528,497	49,115			1,617,559	
Indirect Expenses	77,768	78,223	79,275	7,367			242,633	
Indirect %	15.0%	15.0%	15.0%	15.0%			15.0%	
TOTAL FUNDING USES	596,225	599,713	607,772	56,482			1,860,192	
					Employee Benefits Rate		30%	
BHS MENTAL HEALTH FUNDING SOURCES								
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
BHS SUD FUNDING SOURCES								
Federal SABG CRRSAA Grant, CFDA 93.959	\$ 92,738	572,231					\$ 664,969	
SUD Fed Perinatal DMC FFP, CFDA 93.778	\$ 61,416						\$ 61,416	
SUD Fed DMC FFP, CFDA 93.778	\$ 61,416		\$ 131,938	\$ 12,188			\$ 205,542	
SUD State DMC				\$ 6,562			\$ 6,562	
SUD State General Fund (ODS Waiver)	\$ 33,070		\$ 71,043				\$ 104,113	
SUD County General Fund	\$ 272,569	-	\$ 356,001	\$ 31,250			\$ 659,820	
SUD State Perinatal DMC	\$ 33,070						\$ 33,070	
SUD County General Fund (CODB)	\$ 35,012	22,842	\$ 42,300	\$ 6,091			\$ 106,245	
SUD County General Fund (MCO)	\$ 6,934	4,640	\$ 6,490	\$ 391			\$ 18,455	
TOTAL BHS SUD FUNDING SOURCES	\$ 596,225	599,713	\$ 607,772	\$ 56,482	\$ -	\$ -	\$ 1,860,192	
OTHER DPH FUNDING SOURCES								
							\$ -	
							\$ -	
							\$ -	
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL DPH FUNDING SOURCES	\$ 596,225	\$ 599,713	\$ 607,772	\$ 56,482	\$ -	\$ -	\$ 1,860,192	
NON-DPH FUNDING SOURCES								
							\$ -	
							\$ -	
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 596,225	\$ 599,713	\$ 607,772	\$ 56,482	\$ -	\$ -	\$ 1,860,192	

Prepared By Rosario Zatarain

Phone Number 650-244-0306

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

DHCS Legal Entity Number N/A					Appendix Number B-#1	
Provider Name Latino Commission on Alcohol and Drug Abuses Services of San Mateo County, Inc.					Page Number 1	
Provider Number 383893					Fiscal Year 2021-2022	
Contract ID Number 1000011177					Funding Notification Date 2/7/2022	
Program Name Aviva House Perinatal Residential						
Program Code		3893AHR	3893AHR	3893PNR	3893AHR	
Mode/SFC (MH) or Modality (SUD)		ODS-112	Res-58	Res-58-1	Res-58	
Service Description		Residential 3.1	ODS Room & Board, Residential Treatment	ODS Room & Board, Residential Treatment (Perinatal Only)	ODS Room & Board, Residential Treatment	
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	
FUNDING USES						TOTAL
Salaries & Employee Benefits		\$ 274,969	\$ 17,510	\$ 39,281	\$ 61,052	392,812
Operating Expenses		\$ 87,836	\$ 5,618	\$ 12,602	\$ 19,589	125,645
Capital Expenses						0
Subtotal Direct Expenses		\$ 362,805	\$ 23,128	\$ 51,883	\$ 80,641	518,457
Indirect Expenses		\$ 54,413	\$ 3,473	\$ 7,785	\$ 12,097	77,768
Indirect %		15.0%	15.0%	15.0%	15.0%	15.0%
TOTAL FUNDING USES		\$ 417,218	\$ 26,601	\$ 59,668	\$ 92,738	596,225
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity				
This row left blank for funding sources not in drop-down list						
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	-
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity				
Federal SABG CRRSAA Grant, CFDA 93.959						
		240646-10001-10038321-0001			\$ 92,738	\$ 92,738
SUD Fed DMC FFP, CFDA 93.778						
		240646-10000-10001681-0003	\$ 61,416			\$ 61,416
SUD Fed Perinatal DMC FFP, CFDA 93.778						
		240646-10000-10001681-0003	\$ 61,416			\$ 61,416
SUD State Perinatal DMC						
		240646-10000-10001681-0003	\$ 33,070			\$ 33,070
SUD State General Fund (ODS Waiver)						
		240646-10000-10001681-0003	\$ 33,070			\$ 33,070
SUD County General Fund						
		240646-10000-10001681-0003	\$ 186,300	\$ 26,601	\$ 59,668	\$ -
SUD County General Fund (COB)						
		240646-10000-10001681-0003	\$ 35,012			\$ 35,012
SUD County General Fund (MCO)						
		240646-10000-10001681-0003	\$ 6,934			\$ 6,934
This row left blank for funding sources not in drop-down list						
TOTAL BHS SUD FUNDING SOURCES		\$ 417,218	\$ 26,601	\$ 59,668	\$ 92,738	\$ 596,225
OTHER DPH FUNDING SOURCES		Dept-Auth-Proj-Activity				
This row left blank for funding sources not in drop-down list						
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	-
TOTAL DPH FUNDING SOURCES		\$ 417,218	\$ 26,601	\$ 59,668	\$ 92,738	\$ 596,225
NON-DPH FUNDING SOURCES						
This row left blank for funding sources not in drop-down list						
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		417,218	26,601	59,668	92,738	596,225
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased		6	Inclusive	Inclusive	Inclusive	
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service		1,752	391	209	1,361	
Unit Type		Day	Bed Days	Bed Days	Bed Days	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 238.14	\$ 68.12	\$ 285.49	\$ 68.12	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 238.14	\$ 68.12	\$ 285.49	\$ 68.12	
Published Rate (Medi-Cal Providers Only)		\$ 238.14				
Unduplicated Clients (UDC)		18	Inclusive	Inclusive	Inclusive	Total UDC 18

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011177
 Program Name Aviva House Perinatal Residential
 Program Code 3893AHR, 3893PNR

Appendix Number B-1
 Page Number 3
 Fiscal Year 2021-2022
 Funding Notification Date 2/7/2022

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003 (ODS-112) 3893AHR	240646-10000-10001681-0003 (Room & Board) RES-58	240646-10000-10001681-0003 ODS Room & Board, Res Tx(Perinatal Only) RES-58-1	240646-10001-10038321-0001 (Room & Board) RES-58	
Funding Term	(07/01/21-06/30/22):	(07/01/21-06/30/22):	(07/01/21-06/30/22):	(07/01/21-06/30/22):	(07/01/21-06/30/22):	
Rent	\$ 25,346	\$ 20,254	\$ 762	\$ 561	\$ 3,769	
Utilities (telephone, electricity, water, gas)	\$ 17,467	\$ 12,746	\$ 856	\$ 881	\$ 2,984	
Building Repair/Maintenance	\$ 7,599	\$ 6,055	\$ 341	\$ 11	\$ 1,192	
Occupancy Total:	\$ 50,412	\$ 39,055	\$ 1,959	\$ 1,453	\$ 7,945	
Office Supplies	\$ 3,253	\$ 2,277	\$ 145	\$ 325	\$ 506	
Photocopying	\$ 3,464	\$ 2,384	\$ 160	\$ 360	\$ 560	
Program Supplies/ Household supplies	\$ 2,102	\$ 1,400	\$ 182	\$ 200	\$ 320	
Computer Hardware/Software	\$ 1,500	\$ 1,050	\$ 67	\$ 150	\$ 233	
Materials & Supplies Total:	\$ 10,319	\$ 7,111	\$ 554	\$ 1,035	\$ 1,619	
Training/Staff Development	\$ 1,500	\$ 1,050	\$ 67	\$ 150	\$ 233	
Insurance	\$ 7,239	\$ 5,067	\$ 323	\$ 724	\$ 1,125	
Professional License	\$ -	\$ -	\$ -	\$ -	\$ -	
Permits	\$ 787	\$ 551	\$ 35	\$ 79	\$ 122	
Equipment Lease & Maintenance	\$ 2,149	\$ 1,505	\$ 96	\$ 214	\$ 334	
General Operating Total:	\$ 11,675	\$ 8,173	\$ 521	\$ 1,167	\$ 1,814	
Local Travel	\$ 1,577	\$ 1,102	\$ 71	\$ 157	\$ 247	
Out-of-Town Travel	\$ 1,500	\$ 1,050	\$ 67	\$ 150	\$ 233	
Field Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	
Staff Travel Total:	\$ 3,077	\$ 2,152	\$ 138	\$ 307	\$ 480	
Therapist: Luis Ciprez: Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 1.07 per week at 48 weeks during the fiscal year (\$100 x 51.36 hours = \$5,136. (51.36 hours= 1.07 x 48)	\$ 5,136	\$ 536	\$ 1,025	\$ -	\$ 3,575	
Therapist: Rebeca Baculpo Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 2.08 per week at 48 weeks during the fiscal year (\$100 x 100 hours = \$10,000. (100 hours= 2.08 x 48)	\$ 10,000	\$ 7,000	\$ -	\$ 3,000	\$ -	
Therapist: Eleana Coll Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 1.66 per week at 48 weeks during the fiscal year (\$100 x 80 hours = \$8,000. (80 hours= 1.66 x 48)	\$ 8,000	\$ 5,100	\$ -	\$ 2,900	\$ -	
Medical Director: Dr. John Christian O'Neil: Provides medical services, support and client consultation: The Hourly rate is \$125 per hour, average 0.834 per week at 48 weeks during the fiscal year (\$125 x 40.04 hours = \$5,005. (40.04 hours= 0.834 x 48)	\$ 5,005	\$ 3,504	\$ 223	\$ 501	\$ 778	
Body Healer: Akino Mineo-Aldis: Provides Body Manipulation to clients in early recovery to reduce stress and help in alcohol and drug detoxification: The hourly rate is \$50 per hour, average 2.5 hours per week at 48 weeks during the fiscal year (\$50 x 120 hours = \$6,000. (120 hours= 2.5 x 48)	\$ 6,000	\$ 4,200	\$ 267	\$ 600	\$ 933	
Consultant/Subcontractor Total:	\$ 34,141	\$ 20,340	\$ 1,515	\$ 7,001	\$ 5,286	
Client Transportation/Gas	\$ 2,036	\$ 1,519	\$ 87	\$ 217	\$ 213	
Vehicle Maintenance for van used for clients	\$ 1,751	\$ 1,086	\$ 99	\$ 222	\$ 344	
Client Drug Testing	\$ 1,500	\$ 1,050	\$ 67	\$ 150	\$ 233	
Client Activities	\$ 1,500	\$ 1,050	\$ 67	\$ 150	\$ 233	
Client Taxi/Vouchers/Bus Passes	\$ 1,500	\$ 1,050	\$ 67	\$ 150	\$ 233	
Client Food	\$ 2,500	\$ 1,750	\$ 111	\$ 250	\$ 389	
Client House Supplies/ Small Client furniture	\$ 5,233	\$ 3,500	\$ 433	\$ 500	\$ 800	
Other Total:	\$ 16,020	\$ 11,005	\$ 931	\$ 1,639	\$ 2,445	
TOTAL OPERATING EXPENSE	\$ 125,645	\$ 87,836	\$ 5,618	\$ 12,602	\$ 19,589	

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

DHCS Legal Entity Number <u>N/A</u>		Appendix Number <u>B-#2</u>	
Provider Name <u>Latino Commission on Alcohol and Drug Abuses Services of San Mateo County, Inc.</u>		Page Number <u>1</u>	
Provider Number <u>388919</u>		Fiscal Year <u>2021-2022</u>	
Contract ID Number <u>1000011177</u>		Funding Notification Date <u>2/7/2022</u>	
Program Name <u>Casa Ollin Adult Male Residential</u>			
Program Code		<u>97037</u>	<u>97037</u>
Mode/SFC (MH) or Modality (SUD)		<u>Res-59</u>	<u>Res-59</u>
Service Description		<u>ODS Room & Board Recovery Residences</u>	<u>ODS Room & Board Recovery Residences</u>
Funding Term (mm/dd/yy-mm/dd/yy):		<u>07/01/2021-06/30/2022</u>	<u>07/01/2021-06/30/2022</u>
FUNDING USES			TOTAL
Salaries & Employee Benefits		14,880	309,871
Operating Expenses		9,017	187,722
Capital Expenses		-	-
Subtotal Direct Expenses		23,897	497,593
Indirect Expenses		3,585	74,638
Indirect %		15.0%	15.0%
TOTAL FUNDING USES		27,482	572,231
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity	
This row left blank for funding sources not in drop-down list			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ -	
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity	
Federal SABG CRRSAA Grant, CFDA 93.959	240646-10001-10038321-0001	\$ 572,231	\$ 572,231
SUD County General Fund (CODB)	240646-10000-10001681-0003	\$ 22,842	\$ 22,842
SUD County General Fund (MCO)	240646-10000-10001681-0003	\$ 4,640	\$ 4,640
TOTAL BHS SUD FUNDING SOURCES		\$ 27,482	\$ 572,231
OTHER DPH FUNDING SOURCES		Dept-Auth-Proj-Activity	
This row left blank for funding sources not in drop-down list			
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -
TOTAL DPH FUNDING SOURCES		\$ 27,482	\$ 572,231
NON-DPH FUNDING SOURCES		Dept-Auth-Proj-Activity	
This row left blank for funding sources not in drop-down list			
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		27,482	572,231
BHS UNITS OF SERVICE AND UNIT COST		Dept-Auth-Proj-Activity	
Number of Beds Purchased		Inclusive	12
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)
DPH Units of Service		161	3,343
Unit Type		Bed Days	Bed Days
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 171.15	\$ 171.15
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 171.15	\$ 171.15
Published Rate (Medi-Cal Providers Only)			
Unduplicated Clients (UDC)		Inclusive	24
			Total UDC
			24

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 100001177
 Program Name Casa Olin Adult Male Residential
 Program Code 97037

Appendix Number B-#2
 Page Number 3
 Fiscal Year 2021-2022
 Funding Notification Date 2/7/2022

Expense Categories & Line Items	TOTAL	ODS Room & Board Recovery Residences 240646-10000-10001681- 0003 Res 59	ODS Room & Board Recovery Residences 240646-10001-10038321- 0001 Res 59
Funding Term	(07/01/21-06/30/22):	(07/01/21-06/30/22):	(07/01/21-06/30/22):
Rent	\$ 126,289	\$ 5,051	\$ 121,238
Utilities (telephone, electricity, water, gas)	\$ 11,512	\$ 528	\$ 10,984
Building Repair/Maintenance	\$ 4,005	\$ 184	\$ 3,821
Occupancy Total:	\$ 141,806	\$ 5,763	\$ 136,043
Office Supplies	\$ 2,692	\$ 123	\$ 2,569
Photocopying	\$ 3,600	\$ 165	\$ 3,435
Program Supplies	\$ -		
Computer Hardware/Software	\$ 400	\$ 18	\$ 382
Materials & Supplies Total:	\$ 6,692	\$ 306	\$ 6,386
Training/Staff Development	\$ -		
Insurance	\$ 7,239	\$ 332	\$ 6,907
Professional License	\$ -		
Permits	\$ -		
Equipment Lease & Maintenance	\$ 3,466	\$ 159	\$ 3,307
General Operating Total:	\$ 10,705	\$ 491	\$ 10,214
Local Travel	\$ 2,480	\$ 114	\$ 2,366
Out-of-Town Travel	\$ -		
Field Expenses	\$ -		
Staff Travel Total:	\$ 2,480	\$ 114	\$ 2,366
Therapist: Luis Ciprez: Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 1.07 per week at 48 weeks during the fiscal year (\$100 x 51.36 hours = \$5,136. (51.36 hours= 1.07 x 48)	\$ 5,136		\$ 5,136
Therapist: Rebeca Baculpo Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 2.08 per week at 48 weeks during the fiscal year (\$100 x 100 hours = \$10,000. (100 hours= 2.08 x 48)	\$ 10,000	\$ 2,049	\$ 7,951
Therapist: Eleana Coll Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 1.66 per week at 48 weeks during the fiscal year (\$100 x 80 hours = \$8,000. (80 hours= 1.66 x 48)	\$ 8,000		\$ 8,000
Medical Director: Dr. John Christian O'Neil: Provides medical services, support and client consultation: The Hourly rate is \$125 per hour, average 0.834 per week at 48 weeks during the fiscal year (\$125 x 40.04 hours = \$5,005. (40.04 hours= 0.834 x 48)	\$ 5,005	\$ -	\$ 5,005
	\$ -		
Consultant/Subcontractor Total:	\$ 28,141	\$ 2,049	\$ 26,092
Client Transportation/Gas	\$ -		
Vehicle Maintenance for van used for clients	\$ -		
Client Drug Testing	\$ 2,000	\$ 92	\$ 1,908
Client Household Supplies/ Small Client Furniture	\$ 4,915	\$ 202	\$ 4,713
Client Taxi/Vouchers/Bus Passes	\$ -		
Client Food	\$ -		
Other Total:	\$ 6,915	\$ 294	\$ 6,621
TOTAL OPERATING EXPENSE	\$ 196,739	\$ 9,017	\$ 187,722

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

DHCS Legal Entity Number N/A		Appendix Number B-#3	
Provider Name Latino Commission on Alcohol and Drug Abuses Services of San Mateo		Page Number 1	
Provider Number 383847		Fiscal Year 2021-2022	
Contract ID Number 1000011177		Funding Notification Date 2/7/2022	
Program Name Casa Quetzal Adult Male Residential			
Program Code 3847CQR		3847CQR	
Mode/SFC (MH) or Modality (SUD) ODS-112		Res-58	
Service Description ODS Residential 3.1		ODS Room & Board, Residential Treatment	
Funding Term: 07/01/21-06/30/22		07/01/21-06/30/22	
FUNDING USES			TOTAL
Salaries & Employee Benefits	\$ 289,291	\$ 72,323	\$ 361,614
Operating Expenses	\$ 133,476	\$ 33,407	\$ 166,883
Capital Expenses	\$ -		\$ -
Subtotal Direct Expenses	\$ 422,767	\$ 105,730	\$ 528,497
Indirect Expenses	\$ 63,430	\$ 15,845	\$ 79,275
Indirect %	15.0%	15.0%	15.0%
TOTAL FUNDING USES	\$ 486,197	\$ 121,575	\$ 607,772
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
This row left blank for funding sources not in drop-down list			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES			
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
SUD Fed DMC FFP, CFDA 93.778	240646-10000-10001681-0003	\$ 131,938	\$ 131,938
SUD State General Fund (ODS Waiver)	240646-10000-10001681-0003	\$ 71,043	\$ 71,043
SUD County General Fund	240646-10000-10001681-0003	\$ 234,426	\$ 356,001
SUD County General Fund (CODB)	240646-10000-10001681-0003	\$ 42,300	\$ 42,300
SUD County General Fund (MCO)	240646-10000-10001681-0003	\$ 6,490	\$ 6,490
This row left blank for funding sources not in drop-down list			
TOTAL BHS SUD FUNDING SOURCES	\$ 486,197	\$ 121,575	\$ - \$ 607,772
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity		
			\$ -
This row left blank for funding sources not in drop-down list			
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 486,197	\$ 121,575	\$ - \$ 607,772
NON-DPH FUNDING SOURCES			
This row left blank for funding sources not in drop-down list			
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	486,197	121,575	- 607,772
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased		8	Inclusive
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)
DPH Units of Service		2,320	2,320
Unit Type		Day	Bed Days
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		\$ 209.57	\$ 52.40
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 209.57	\$ 52.40
Published Rate (Medi-Cal Providers Only)		\$ 209.57	
Unduplicated Clients (UDC)		24	Inclusive Inclusive 24
			Total UDC

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011177
 Program Name Casa Quetzal Adult Male Residential
 Program Code 3847CQR

Appendix Number B-#3
 Page Number 2
 Fiscal Year 2021-2022
 Funding Notification Date 2/7/2022

Funding Term	TOTAL		240646-10000-10001681-0003 (ODS-112)		240646-10000-10001681-0003 (Room & Board)			
	FTE	Salaries	FTE	Salaries	FTE	Salaries		
Executive Director	0.05	\$ 6,250	0.04	\$ 5,000	0.01	\$ 1,250		
Outreach Coordinator	0.22	\$ 13,200	0.20	\$ 10,560	0.02	\$ 2,640		
Data Intake and Assessor	0.13	\$ 7,800	0.10	\$ 6,240	0.03	\$ 1,560		
Data Intake and Assessor Assistant	0.12	\$ 5,242	0.10	\$ 4,193	0.02	\$ 1,048		
Driver	0.25	\$ 10,400	0.20	\$ 8,320	0.05	\$ 2,080		
Co-Counselor		\$ -		\$ -		\$ -		
Program Assistant/Receptionist	0.10	\$ 3,952	0.08	\$ 3,162	0.02	\$ 790		
Counselor	1.00	\$ 45,760	0.80	\$ 36,608	0.20	\$ 9,152		
Attendants	3.20	\$ 126,464	2.56	\$ 101,171	0.64	\$ 25,293		
Men's Residential Supervisor	0.88	\$ 57,200	0.66	\$ 45,760	0.17	\$ 11,440		
		\$ -						
		\$ -						
		\$ -						
		\$ -						
		\$ -						
		\$ -						
		\$ -						
		\$ -						
		\$ -						
Totals:	5.95	\$ 276,268	4.74	\$ 221,014	1.16	\$ 55,254		
Employee Benefits:	31%	\$ 85,346	30%	\$ 68,277	30%	\$ 17,069		
TOTAL SALARIES & BENEFITS		\$ 361,614		\$ 289,291		\$ 72,323	\$ -	\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number	1000011177	Appendix Number	B-#3
Program Name	Casa Quetzal Adult Male Residential	Page Number	3
Program Code	3847CQR	Fiscal Year	2021-2022
		Funding Notification Date	2/7/2022

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003 (ODS-112)	240646-10000-10001681-0003 (Room & Board)		
Funding Term	(07/01/21-06/30/22):	(07/01/21-06/30/22):	(07/01/21-06/30/22):		
Rent	\$ 86,244	\$ 68,975	\$ 17,269		
Utilities (telephone, electricity, water, gas)	\$ 14,674	\$ 11,851	\$ 2,823		
Building Repair/Maintenance	\$ 4,097	\$ 3,265	\$ 832		
Occupancy Total:	\$ 105,015	\$ 84,091	\$ 20,924		
Office Supplies	\$ 2,134	1,707	427		
Photocopying	\$ 3,600	2,880	720		
Program Supplies/House Supplies	\$ 6,805	5,444	1,361		
Computer Hardware/Software	\$ -				
Materials & Supplies Total:	\$ 12,539	\$ 10,031	\$ 2,508		
Training/Staff Development	\$ 900	\$ 720	\$ 180		
Insurance	\$ 7,238	\$ 5,790	\$ 1,448		
Professional License	\$ -				
Subscription fee	\$ -				
Equipment Lease & Maintenance	\$ 3,000	\$ 2,400	\$ 600		
General Operating Total:	\$ 11,138	\$ 8,910	\$ 2,228		
Local Travel	\$ 1,000	\$ 800	\$ 200		
Out-of-Town Travel	\$ -				
Field Expenses	\$ -				
Staff Travel Total:	\$ 1,000	\$ 800	\$ 200		
Therapist: Luis Ciprez: Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 1.07 per week at 48 weeks during the fiscal year (\$100 x 51.36 hours = \$5,136. (51.36 hours= 1.07 x 48)	\$ 5,136	\$ 4,000	\$ 1,136		
Therapist: Rebeca Baculpo Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 2.08 per week at 48 weeks during the fiscal year (\$100 x 100 hours = \$10,000. (100 hours= 2.08 x 48)	\$ 10,000	\$ 8,000	\$ 2,000		
Therapist: Eleana Coll Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 1.66 per week at 48 weeks during the fiscal year (\$100 x 80 hours = \$8,000. (80 hours= 1.66 x 48)	\$ 8,000	\$ 6,400	\$ 1,600		
Medical Director: Dr. John Christian O'Neil: Provides medical services, support and client consultation: The Hourly rate is \$125 per hour, average 0.834 per week at 48 weeks during the fiscal year (\$125 x 40.04 hours = \$5,005. (40.04 hours= 0.834 x 48)	\$ 5,005	\$ 4,004	\$ 1,001		
Consultant/Subcontractor Total:	\$ 28,141	\$ 22,404	\$ 5,737		
Client Transportation/Gas	\$ 2,750	\$ 2,200	\$ 550		
Vehicle Maintenance for van used for clients	\$ 750	\$ 600	\$ 150		
Client Drug Testing	\$ 1,300	\$ 1,040	\$ 260		
Client Activities	\$ 1,250	\$ 1,000	\$ 250		
Client Taxi/Vouchers/Bus Passes	\$ 500	\$ 400	\$ 100		
Client Food	\$ 2,500	\$ 2,000	\$ 500		
Other Total:	\$ 9,050	\$ 7,240	\$ 1,810		
TOTAL OPERATING EXPENSE	\$ 166,883	\$ 133,476	\$ 33,407		

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

DHCS Legal Entity Number N/A		Appendix Number B-#4		
Provider Name Latino Commission on Alcohol and Drug Abuses Services of San Mateo County, Inc.		Page Number 1		
Provider Number 380311		Fiscal Year 2021-2022		
Contract ID Number 1000011177		Funding Notification Date 2/7/2022		
Program Name Entre Familia Outpatient				
Program Code 0311EF		0311EF	0311EF	0311EF
Mode/SFC (MH) or Modality (SUD) ODS-91i		ODS-91g	ODS-91cm	
Service Description ODS OT Individual Counseling		ODS OT Group Counseling	ODS OT Case Management	
Funding Term (mm/dd/yy-mm/dd/yy): 07/01/2021-06/30/2022		07/01/2021-06/30/2022	07/01/2021-06/30/2022	
FUNDING USES				TOTAL
Salaries & Employee Benefits	11,834	11,834	11,833	35,501
Operating Expenses	8,588	3,348	1,678	13,614
Capital Expenses				-
Subtotal Direct Expenses	20,422	15,182	13,511	49,115
Indirect Expenses	3,063	2,278	2,025	7,367
Indirect %	15.0%	15.0%	15.0%	0
TOTAL FUNDING USES	23,485	17,460	15,536	56,482
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity			
This row left blank for funding sources not in drop-down list				
TOTAL BHS MENTAL HEALTH FUNDING SOURCES				
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity			
SUD Fed DMC FFP, CFDA 93.778	240646-10000-10001681-0003	\$ 4,396	\$ 3,396	\$ 4,396
SUD State DMC	240646-10000-10001681-0003	\$ 2,187	\$ 2,187	\$ 2,187
SUD County General Fund	240646-10000-10001681-0003	\$ 10,421	\$ 11,877	\$ 8,953
SUD County General Fund (CODB)	240646-10000-10001681-0003	\$ 6,091		\$ 6,091
SUD County General Fund (MCO)	240646-10000-10001681-0003	\$ 390		\$ 391
This row left blank for funding sources not in drop-down list				
TOTAL BHS SUD FUNDING SOURCES		\$ 23,485	\$ 17,460	\$ 15,536
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity			
				\$ -
This row left blank for funding sources not in drop-down list				
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES		\$ 23,485	\$ 17,460	\$ 15,536
NON-DPH FUNDING SOURCES				
This row left blank for funding sources not in drop-down list				
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		23,485	17,460	15,536
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased				
SUD Only - Number of Outpatient Group Counseling Sessions				
SUD Only - Licensed Capacity for Narcotic Treatment Programs				
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)
DPH Units of Service		312	208	312
Unit Type		15 minutes	15 minutes	15 minutes
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		\$ 75.27	\$ 83.94	\$ 49.80
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 75.27	\$ 83.94	\$ 49.80
Published Rate (Medi-Cal Providers Only)		\$ 75.27	\$ 83.94	\$ 49.80
Unduplicated Clients (UDC)		4	Included	Included
				Total UDC
				4

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011177
 Program Name Entre Familia Outpatient
 Program Code 0311EF

Appendix Number B-#4
 Page Number 3
 Fiscal Year 2021-2022
 Funding Notification Date 2/7/2022

Expense Categories & Line Items	TOTAL	ODS OT Individual Counseling 246646-10000-10001681-0003	ODS OT Group Counseling 246646-10000-10001681-0003	ODS OT Case Management 246646-10000-10001681-0003	
Funding Term	(07/01/21-06/30/22):	(07/01/21-06/30/22):	(07/01/21-06/30/22):	(07/01/21-06/30/22):	
Rent	\$ 5,983	\$ 4,575	\$ 1,281	128	
Utilities (telephone, electricity, water, gas)	\$ 4,038	\$ 1,499	\$ 1,348	1,191	
Building Repair/Maintenance	\$ -				
Occupancy Total:	\$ 10,021	\$ 6,074	\$ 2,629	1,319	
Office Supplies	\$ -				
Photocopying	\$ -	\$ -			
Program Supplies	\$ 728	\$ 510	\$ 146	73	
Computer Hardware/Software	\$ -				
Materials & Supplies Total:	\$ 728	\$ 510	\$ 146	73	
Training/Staff Development	\$ -				
Insurance	\$ 1,663	\$ 1,164	\$ 333	166	
Professional License	\$ -				
Permits	\$ -				
Equipment Lease & Maintenance	\$ 1,200	\$ 840	\$ 240	120	
General Operating Total:	\$ 2,863	\$ 2,004	\$ 573	286	
Local Travel	\$ -				
Out-of-Town Travel	\$ -				
Field Expenses	\$ -				
Staff Travel Total:	\$ -	\$ -	\$ -	0	
	\$ -				
	\$ -				
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	0	
Other (provide detail):	\$ -				
	\$ -				
	\$ -				
Other Total:	\$ -	\$ -	\$ -	0	
TOTAL OPERATING EXPENSE	\$ 13,612	8,588	3,348	1,678	

Appendix F
Invoice

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

Appendix F
PAGE A

Contract ID#
1000011177

Contractor : Latino Commission

INVOICE NUMBER: S02JL21

Address: 1001 Sneath Lane #307, San Bruno, CA 94066

Template Version: Amend1

Ct. PO No.: POHM SFGOV-0000549815

Tel No.: (650) 244 - 0306
Fax No.: (650)



Fund Source: SUD Fed DMC-FFP/ State DMC/ County GF

Invoice Period: July 2021

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

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-4 Entre Familia Outpatient PC# - 0311EF 240646-10000-10001681-0003												
ODS-91i ODS OT Individual Counseling	312	4			-	-	0%	0%	312	4	100%	100%
ODS-91g ODS OT Group Counseling	208				-	-	0%		208		100%	
ODS-91cm ODS OT Case Management	312				-	-	0%		312		100%	

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 27,769.00	\$ -	\$ -	0.00%	\$ 27,769.00
Fringe Benefits	\$ 7,732.00	\$ -	\$ -	0.00%	\$ 7,732.00
Total Personnel Expenses	\$ 35,501.00	\$ -	\$ -	0.00%	\$ 35,501.00
Operating Expenses:					
Occupancy	\$ 10,022.00	\$ -	\$ -	0.00%	\$ 10,022.00
Materials and Supplies	\$ 728.00	\$ -	\$ -	0.00%	\$ 728.00
General Operating	\$ 2,864.00	\$ -	\$ -	0.00%	\$ 2,864.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 13,614.00	\$ -	\$ -	0.00%	\$ 13,614.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 49,115.00	\$ -	\$ -	0.00%	\$ 49,115.00
Indirect Expenses	\$ 7,367.00	\$ -	\$ -	0.00%	\$ 7,367.00
TOTAL EXPENSES	\$ 56,482.00	\$ -	\$ -	0.00%	\$ 56,482.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Contract ID#

1000011177

Contractor : Latino Commission

INVOICE NUMBER:

S03JL21

Address: 1001 Sneath Lane #307, San Bruno, CA 94066

Template Version

Amend1

User Cd

Tel No.: (650) 244 - 0306

Fax No.: (650)

BHS

Ct. PO No.: POHM

SFGOV-0000549815

Fund Source:

SUD Fed DMC-FFP/State GF(ODS)/Cty GF

Invoice Period:

July 2021

Final Invoice:

(Check if Yes)

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

PHP Division: Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-3 Casa Quetzal Adult Male Residential PC# - 3847CQR	240646-10000-10001681-0003											
ODS-112 ODS Residential 3.1	2,320	24			-	-	0%	0%	2,320	24	100%	100%
Res-58 ODS Room & Board, Residential Treatment	2,320				-		0%		2,320		100%	

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 276,268.00		\$ -	0.00%	\$ 276,268.00
Fringe Benefits	\$ 85,346.00		\$ -	0.00%	\$ 85,346.00
Total Personnel Expenses	\$ 361,614.00	\$ -	\$ -	0.00%	\$ 361,614.00
Operating Expenses:					
Occupancy	\$ 105,015.00		\$ -	0.00%	\$ 105,015.00
Materials and Supplies	\$ 12,539.00		\$ -	0.00%	\$ 12,539.00
General Operating	\$ 11,138.00		\$ -	0.00%	\$ 11,138.00
Staff Travel	\$ 1,000.00		\$ -	0.00%	\$ 1,000.00
Consultant/Subcontractor	\$ 28,141.00		\$ -	0.00%	\$ 28,141.00
Other: Client Transportation/ Gas	\$ 2,750.00		\$ -	0.00%	\$ 2,750.00
Vehicle Maintenance for van used for clients	\$ 750.00		\$ -	0.00%	\$ 750.00
Client Drug Testing	\$ 1,300.00		\$ -	0.00%	\$ 1,300.00
Client Activities	\$ 1,250.00		\$ -	0.00%	\$ 1,250.00
Client Taxi/ Vouchers/ Bus Passes	\$ 500.00		\$ -	0.00%	\$ 500.00
Client Food	\$ 2,500.00		\$ -	0.00%	\$ 2,500.00
	\$ -				
Total Operating Expenses	\$ 166,883.00	\$ -	\$ -	0.00%	\$ 166,883.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 528,497.00	\$ -	\$ -	0.00%	\$ 528,497.00
Indirect Expenses	\$ 79,275.00	\$ -	\$ -	0.00%	\$ 79,275.00
TOTAL EXPENSES	\$ 607,772.00	\$ -	\$ -	0.00%	\$ 607,772.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

Behavioral Health Services Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Contract ID#
1000011177

Contractor : Latino Commission

INVOICE NUMBER: S04JL21

Address: 1001 Sneath Lane #307, San Bruno, CA 94066

Template Version: Amend1

Ct. PO No.: POHM SFGOV-0000549815

Tel No.: (650) 244 - 0306
Fax No.: (650)



Fund Source: Federal SABG CRRSAA Grant, CFDA 93.959

Invoice Period: July 2021

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

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 Casa Olin Adult Male Residential PC#-97037 240646-10001-10038321-0001												
Res-59 ODS Room & Board Recovery Residences	3,343	24			-	-	0%	0%	3,343	24	100%	100%

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 238,361.00	\$ -	\$ -	0.00%	\$ 238,361.00
Fringe Benefits	\$ 71,510.00	\$ -	\$ -	0.00%	\$ 71,510.00
Total Personnel Expenses	\$ 309,871.00	\$ -	\$ -	0.00%	\$ 309,871.00
Operating Expenses:					
Occupancy	\$ 136,043.00	\$ -	\$ -	0.00%	\$ 136,043.00
Materials and Supplies	\$ 6,386.00	\$ -	\$ -	0.00%	\$ 6,386.00
General Operating	\$ 10,214.00	\$ -	\$ -	0.00%	\$ 10,214.00
Staff Travel	\$ 2,366.00	\$ -	\$ -	0.00%	\$ 2,366.00
Consultant/Subcontractor	\$ 26,092.00	\$ -	\$ -	0.00%	\$ 26,092.00
Other: Client Drug Testing	\$ 1,908.00	\$ -	\$ -	0.00%	\$ 1,908.00
Client Household Supplies / Small Client Furniture	\$ 4,713.00	\$ -	\$ -	0.00%	\$ 4,713.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 187,722.00	\$ -	\$ -	0.00%	\$ 187,722.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 497,593.00	\$ -	\$ -	0.00%	\$ 497,593.00
Indirect Expenses	\$ 74,638.00	\$ -	\$ -	0.00%	\$ 74,638.00
TOTAL EXPENSES	\$ 572,231.00	\$ -	\$ -	0.00%	\$ 572,231.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____
Printed Name: _____
Title: _____

Date: _____
Phone: _____

Send to:
Behavioral Health Services Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE B

Contract ID#

1000011177

Invoice Number

S04JL21

User Cd

CT PO No.

Contractor : Latino Commission

Tel. No.:

DETAIL PERSONNEL EXPENDITURES

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Executive Director	0.22	\$ 27,433.00	\$ -	\$ -	0.00%	\$ 27,433.00
Assoc Director of Operation	0.29	\$ 24,331.00	\$ -	\$ -	0.00%	\$ 24,331.00
Outreach Coordinator	0.11	\$ 9,733.00	\$ -	\$ -	0.00%	\$ 9,733.00
Data Intake and Assessor	0.25	\$ 14,885.00	\$ -	\$ -	0.00%	\$ 14,885.00
Data Intake and Assessor Assistant	0.27	\$ 11,670.00	\$ -	\$ -	0.00%	\$ 11,670.00
Driver	0.28	\$ 11,511.00	\$ -	\$ -	0.00%	\$ 11,511.00
Client Social Service/Advocate	0.50	\$ 42,175.00	\$ -	\$ -	0.00%	\$ 42,175.00
Program Assistant/Receptionist	0.19	\$ 7,542.00	\$ -	\$ -	0.00%	\$ 7,542.00
Director/Res Step-Down Manager	0.48	\$ 31,011.00	\$ -	\$ -	0.00%	\$ 31,011.00
Counselor/ Coord. Residential Step-Down	0.36	\$ 15,837.00	\$ -	\$ -	0.00%	\$ 15,837.00
Counselor/ Coord. Residential Step-Down	0.36	\$ 15,837.00	\$ -	\$ -	0.00%	\$ 15,837.00
House Attendant	0.67	\$ 26,396.00	\$ -	\$ -	0.00%	\$ 26,396.00
TOTAL SALARIES	3.98	\$ 238,361.00	\$ -	\$ -	0.00%	\$ 238,361.00

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

Appendix F
PAGE A

Contract ID#
1000011177

Contractor : Latino Commission

INVOICE NUMBER: S05JL21

Address: 1001 Sneath Lane #307, San Bruno, CA 94066

Template Version: Amend1

Ct. PO No.: POHM SFGOV-0000549815

Tel No.: (650) 244 - 0306
Fax No.: (650)



Fund Source: SUD County General Fund

Invoice Period: July 2021

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

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 Casa Olin Adult Male Residential PC#-97037 240646-10000-10001681-0003												
Res-59 ODS Room & Board Recovery Residences	161				-		0%		161		100%	

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 11,447.00	\$ -	\$ -	0.00%	\$ 11,447.00
Fringe Benefits	\$ 3,433.00	\$ -	\$ -	0.00%	\$ 3,433.00
Total Personnel Expenses	\$ 14,880.00	\$ -	\$ -	0.00%	\$ 14,880.00
Operating Expenses:					
Occupancy	\$ 5,763.00	\$ -	\$ -	0.00%	\$ 5,763.00
Materials and Supplies	\$ 306.00	\$ -	\$ -	0.00%	\$ 306.00
General Operating	\$ 491.00	\$ -	\$ -	0.00%	\$ 491.00
Staff Travel	\$ 114.00	\$ -	\$ -	0.00%	\$ 114.00
Consultant/Subcontractor	\$ 2,049.00	\$ -	\$ -	0.00%	\$ 2,049.00
Other: Client Drug Testing	\$ 92.00	\$ -	\$ -	0.00%	\$ 92.00
Client Household Supplies / Small Client Furniture	\$ 202.00	\$ -	\$ -	0.00%	\$ 202.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 9,017.00	\$ -	\$ -	0.00%	\$ 9,017.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 23,897.00	\$ -	\$ -	0.00%	\$ 23,897.00
Indirect Expenses	\$ 3,585.00	\$ -	\$ -	0.00%	\$ 3,585.00
TOTAL EXPENSES	\$ 27,482.00	\$ -	\$ -	0.00%	\$ 27,482.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____
Printed Name: _____
Title: _____

Date: _____
Phone: _____

Send to:
Behavioral Health Services Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Contract ID#

1000011177

Contractor : Latino Commission

INVOICE NUMBER:

S06JL21

Address: 1001 Sneath Lane #307, San Bruno, CA 94066

Template Version

Amend1

User Cd

Tel No.: (650) 244 - 0306
Fax No.: (650)

BHS

Ct. PO No.: POHM

SFGOV-0000549815

Fund Source:

SUD Fed DMC-FFP/ State Perinatal/ County GF

Invoice Period:

July 2021

Final Invoice:

(Check if Yes)

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

PHP Division: Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 Aviva House Perinatal Residential PC# - 3893AHR/3893PNR 240646-10000-10001681-0003												
ODS-112 ODS Residential 3,1	1,752	18			-	-	0%	0%	1,752	18	100%	100%
Res-58 ODS Room & Board, Residential Treatment	391				-		0%		391		100%	
Res-58-1 ODS Room & Board, Residential Treatment (Perinatal Only)	209				-		0%		209		100%	

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 255,200.00	\$ -	\$ -	0.00%	\$ 255,200.00
Fringe Benefits	\$ 76,559.00	\$ -	\$ -	0.00%	\$ 76,559.00
Total Personnel Expenses	\$ 331,759.00	\$ -	\$ -	0.00%	\$ 331,759.00
Operating Expenses:					
Occupancy	\$ 42,467.00	\$ -	\$ -	0.00%	\$ 42,467.00
Materials and Supplies	\$ 8,700.00	\$ -	\$ -	0.00%	\$ 8,700.00
General Operating	\$ 9,861.00	\$ -	\$ -	0.00%	\$ 9,861.00
Staff Travel	\$ 2,597.00	\$ -	\$ -	0.00%	\$ 2,597.00
Consultant/Subcontractor	\$ 28,856.00	\$ -	\$ -	0.00%	\$ 28,856.00
Other: Client Transportation/ Gas	\$ 1,823.00	\$ -	\$ -	0.00%	\$ 1,823.00
Vehicle Maintenance for van used for clients	\$ 1,407.00	\$ -	\$ -	0.00%	\$ 1,407.00
Client Drug Testing	\$ 1,267.00	\$ -	\$ -	0.00%	\$ 1,267.00
Client Activities	\$ 1,267.00	\$ -	\$ -	0.00%	\$ 1,267.00
Client Taxi/ Vouchers/ Bus Passes	\$ 1,267.00	\$ -	\$ -	0.00%	\$ 1,267.00
Client Food	\$ 2,111.00	\$ -	\$ -	0.00%	\$ 2,111.00
Client House Supplies / Small Client furniture	\$ 4,434.00	\$ -	\$ -	0.00%	\$ 4,434.00
	\$ -				
Total Operating Expenses	\$ 106,057.00	\$ -	\$ -	0.00%	\$ 106,057.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 437,816.00	\$ -	\$ -	0.00%	\$ 437,816.00
Indirect Expenses	\$ 65,671.00	\$ -	\$ -	0.00%	\$ 65,671.00
TOTAL EXPENSES	\$ 503,487.00	\$ -	\$ -	0.00%	\$ 503,487.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Contract ID#

1000011177

Contractor : Latino Commission

INVOICE NUMBER:

S07JL21

Address: 1001 Sneath Lane #307, San Bruno, CA 94066

Template Version

Amend1

User Cd

Tel No.: (650) 244 - 0306

Fax No.: (650)

BHS

Ct. PO No.: POHM

SFGOV-0000549815

Fund Source:

Federal SABG CRRSAA Grant, CFDA 93.959

Invoice Period:

July 2021

Final Invoice:

(Check if Yes)

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

PHP Division: Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 Aviva House Perinatal Residential PC# - 3893AHR 240646-10001-10038321-0001												
ODS Room & Board, Residential Treatment	1,361				-		0%		1,361		100%	

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 46,963.00	\$ -	\$ -	0.00%	\$ 46,963.00
Fringe Benefits	\$ 14,089.00	\$ -	\$ -	0.00%	\$ 14,089.00
Total Personnel Expenses	\$ 61,052.00	\$ -	\$ -	0.00%	\$ 61,052.00
Operating Expenses:					
Occupancy	\$ 7,945.00	\$ -	\$ -	0.00%	\$ 7,945.00
Materials and Supplies	\$ 1,619.00	\$ -	\$ -	0.00%	\$ 1,619.00
General Operating	\$ 1,814.00	\$ -	\$ -	0.00%	\$ 1,814.00
Staff Travel	\$ 480.00	\$ -	\$ -	0.00%	\$ 480.00
Consultant/Subcontractor	\$ 5,286.00	\$ -	\$ -	0.00%	\$ 5,286.00
Other: Client Transportation/ Gas	\$ 213.00	\$ -	\$ -	0.00%	\$ 213.00
Vehicle Maintenance for van used for clients	\$ 344.00	\$ -	\$ -	0.00%	\$ 344.00
Client Drug Testing	\$ 233.00	\$ -	\$ -	0.00%	\$ 233.00
Client Activities	\$ 233.00	\$ -	\$ -	0.00%	\$ 233.00
Client Taxi/ Vouchers/ Bus Passes	\$ 233.00	\$ -	\$ -	0.00%	\$ 233.00
Client Food	\$ 389.00	\$ -	\$ -	0.00%	\$ 389.00
Client House Supplies / Small Client furniture	\$ 800.00	\$ -	\$ -	0.00%	\$ 800.00
	\$ -				
Total Operating Expenses	\$ 19,589.00	\$ -	\$ -	0.00%	\$ 19,589.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 80,641.00	\$ -	\$ -	0.00%	\$ 80,641.00
Indirect Expenses	\$ 12,097.00	\$ -	\$ -	0.00%	\$ 12,097.00
TOTAL EXPENSES	\$ 92,738.00	\$ -	\$ -	0.00%	\$ 92,738.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Introduction

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

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

Dispute Resolution Procedure

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

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

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

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as

appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

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

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

Appendix H

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.

DOCUMENTS INCORPORATED BY REFERENCE

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

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

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

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

Document 2G Drug Medi-Cal Billing Manual

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

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15
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

Drug Medi-Cal organized Delivery System

Program Specifications

Provider Specifications

The following requirements shall apply to the provider, and the provider staff:

Professional staff shall be licensed, registered, certified, or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Licensed Practitioners of the Healing Arts (LPHA) include:

- i. Physician
- ii. Nurse Practitioners
- iii. Physician Assistants
- iv. Registered Nurses
- v. Registered Pharmacists
- vi. Licensed Clinical Psychologists
- vii. Licensed Clinical Social Worker
- viii. Licensed Professional Clinical Counselor
- ix. Licensed Marriage and Family Therapists
- x. Licensed Eligible Practitioners working under the supervision of Licensed Clinicians

Non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff.

Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring. Documentation of trainings, certifications and licensure shall be contained in personnel files.

Physicians shall receive a minimum of five hours of continuing medical education related to addiction medicine each year.

Professional staff (LPHAs) shall receive a minimum of five hours of continuing education related to addiction medicine each year.

Registered and certified SUD counselors shall adhere to all requirements in CCR Title 9, §13000 et seq.

Services for Adolescents and Youth

Assessment and services for adolescents will follow the American Society of Addiction Medicine (ASAM) adolescent treatment criteria.

Beneficiaries under the age of 21 are eligible to receive Medicaid services pursuant to the EPSDT mandate. Under the EPSDT mandate, beneficiaries under the age of 21 are eligible to receive all appropriate and medically necessary services needed to correct or ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in the DMC-ODS overrides any EPSDT requirements. Counties are responsible for the provision of medically necessary DMC-ODS services pursuant to the EPSDT mandate. Beneficiaries under age 21 are eligible for DMC-ODS services without a diagnosis from the DSM for Substance-Related and Addictive Disorders.

Level of Care

The ASAM Criteria assessment shall be used for all beneficiaries to determine placement into the appropriate level of care.

For beneficiaries under 21, the ASAM Criteria assessment shall be completed within 60 days of the client's first visit with an LPHA or registered/certified counselor. If a client withdraws from treatment prior completing the ASAM Criteria assessment and later returns, the time period starts over. A full ASAM Criteria assessment shall not be required to begin receiving DMC-ODS services. The ASAM Criteria Assessment does not need to be repeated unless the client's condition changes. ASAM Criteria Assessment is required before a county DMC-ODS plan authorizes a residential treatment level of care.

Organized Delivery System (ODS) Timely Coverage

Non-Discrimination - Member Discrimination Prohibition

Contractor shall accept individuals eligible for enrollment in the order in which they apply without restriction in accordance with this Agreement. Contractor shall take affirmative action to ensure that beneficiaries are provided covered services and will not discriminate against individuals eligible to enroll under the laws of the United States and the State of California. Contractor shall not unlawfully discriminate against any person pursuant to:

- a. Title VI of the Civil Rights Act of 1964.
- b. Title IX of the Education Amendments of 1972 (regarding education and programs and activities).
- c. The Age Discrimination Act of 1975.
- d. The Rehabilitation Act of 1973.

e. The Americans with Disabilities Act.

DMC-ODS services shall be available as a Medi-Cal benefit for individuals who meet the medical necessity criteria and reside in this opt-in County. Determination of who may receive the DMCODS benefits shall be performed in accordance with DMC-ODS Special Terms and Conditions (STC) 132(d), Article II.E.4 of this Agreement, and as follows:

Providers shall verify the Medicaid eligibility determination of an individual. When the provider conducts the initial eligibility verification, that verification shall be reviewed and approved by BHS prior to payment for services. If the individual is eligible to receive services from tribal health programs operating under the Indian Self-Determination and Education Assistance Act of 1975 (ISDEAA), then the determination shall be conducted as set forth in the Tribal Delivery System - Attachment BB to the STCs.

All beneficiaries shall meet the following medical necessity criteria:

Have at least one diagnosis from the current DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders; OR

Have had at least one diagnosis from the current DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance Related Disorders, prior to being incarcerated or during incarceration, as determined by substance use history.

If the assessment determines a different level of care, the provider shall refer the beneficiary to the appropriate level of care.

Adolescents are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under the age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in the DMC-ODS overrides any EPSDT requirements.

In addition to Article III.B.2.ii, the initial medical necessity determination, for an individual to receive a DMC-ODS benefit, shall be performed by a Medical Director or an LPHA. If a beneficiary's assessment and intake information are completed by a counselor through a face-to-face review or telehealth, the Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information with the counselor to establish whether that beneficiary meets medical necessity criteria. The ASAM Criteria shall be applied to determine placement into the level of assessed services.

For an individual to receive ongoing DMC-ODS services, the Medical Director or LPHA shall reevaluate that individual's medical necessity qualification at least every six months through the reauthorization process and document their determination that those services are still clinically appropriate for that individual. For an individual to receive ongoing Opioid Treatment Program/Narcotic Treatment Program (OTP/NTP) services, the Medical Director or LPHA shall reevaluate that individual's medical necessity qualification within two years from admission and annually thereafter through the reauthorization process and determine that those services are still clinically appropriate for that individual.

Covered Services

In addition to the coverage and authorization of services requirements set forth in this Agreement, the Contractor shall:

Identify, define, and specify the amount, duration, and scope of each medically necessary service that the Contractor is required to offer.

Require that the medically necessary services identified be furnished in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in 42 CFR 440.230.

Specify the extent to which the Contractor is responsible for covering medically necessary services related to the following:

- a. The prevention, diagnosis, and treatment of health impairments.
- b. The ability to achieve age-appropriate growth and development.
- c. The ability to attain, maintain, or regain functional capacity.

The Contractor shall deliver the DMC-ODS Covered Services within a continuum of care as defined in the ASAM criteria.

General Provisions

Standard Contract Requirements (42 CFR §438.3).

Inspection and audit of records and access to facilities.

DHCS, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of the Contractor, or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities are conducted. The right to audit under this section exists for 10 years from the final date of the Agreement period or from the date of completion of any audit, whichever is later.

DMC Certification and Enrollment

1. DHCS certifies eligible providers to participate in the DMC program.
2. Providers of services are required to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contract providers must comply with the following regulations and guidelines:
 - i. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8
 - ii. Title 22, Section 51490.1(a)
 - iii. Exhibit A, Attachment I, Article III.PP – Requirements for Services
 - iv. Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq

v. Title 22, Division 3, Chapter 3, sections 51000 et. Seq

3. In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.
4. BHS shall notify Provider Enrollment Division (PED) of an addition or change of information in a providers pending DMC certification application within 35 days of receiving notification from the provider.
5. Contractors are responsible for ensuring that any reduction of covered services or relocations are not implemented until the approval is issued by DHCS. Contracts must notify BHS with an intent to reduce covered services or relocate. BHS has 35 days of receiving notification of a provider's intent to reduce covered services or relocate to submit, or require the provider to submit, a DMC certification application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
6. BHS ensures that a new DMC certification application is submitted to PED reflecting changes of ownership or address.
7. BHS shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within two business days of learning that a subcontractor'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.
 - a. A provider's certification to participate in the DMC program shall automatically terminate in the event that the provider, or its owners, officers or directors are convicted of Medical fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

Continued Certification

1. All DMC certified providers shall be subject to continuing certification requirements at least once every five years. DHCS may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.
2. DHCS shall conduct unannounced certification and recertification on-site visits at clinics pursuant to WIC 14043.7.

Laboratory Testing Requirements

1. 42 CFR Part 493 sets forth the conditions that all laboratories shall meet to be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). Except as specified in paragraph (2) of this section, a laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:
 - i. Has a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for PPM procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory; or
 - ii. Is CLIA-exempt.
2. These rules do not apply to components or functions of:

- i. Any facility or component of a facility that only performs testing for forensic purposes;
 - ii. Research laboratories that test human specimens but do not report patient specific results for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of individual patients; or
 - iii. Laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), in which drug testing is performed which meets SAMHSA guidelines and regulations. However, all other testing conducted by a SAMHSA-certified laboratory is subject to this rule.
3. Laboratories under the jurisdiction of an agency of the Federal Government are subject to the rules of 42 CFR 493, except that the Secretary may modify the application of such requirements as appropriate.

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.

Early Intervention (ASAM Level 0.5)

1. Contractor shall identify beneficiaries at risk of developing a substance use disorder or those with an existing substance use disorder and offer those beneficiaries: screening for adults and youth, brief treatment as medically necessary, and, when indicated, a referral to treatment with a formal linkage.

Outpatient Services (ASAM Level 1.0)

1. Outpatient services consist of up to nine hours per week of medically necessary services for adults and less than six hours per week of services for adolescents. Group size is limited to no less than two (2) and no more than twelve (12) beneficiaries.

2. Outpatient services includes: assessment, treatment planning, individual counseling, group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, and discharge planning and coordination.
3. Services may be provided in-person, by telephone, or by telehealth, and in any appropriate setting in the community.

Intensive Outpatient Services (ASAM Level 2.1)

1. Intensive outpatient services involves structured programming provided to beneficiaries as medically necessary for a minimum of nine hours and a maximum of 19 hours per week for adult perinatal and non-perinatal beneficiaries. Adolescents are provided a minimum of six and a maximum of 19 hours per week. Group size is limited to no less than two (2) and no more than twelve (12) beneficiaries.
 - i. The contractor-operated and subcontracted DMC-ODS providers may provide more than 19 hours per week to adults when determined by a Medical Director or an LPHA to be medical necessary, and in accordance with the individualized treatment plan.
 - ii. The contractor-operated and subcontracted DMC-ODS providers may extend a beneficiary's length of treatment when determined by a Medical Director or an LPHA to be medically necessary, and in accordance with the individualized treatment plan.
2. Intensive outpatient services includes: assessment, treatment planning, individual counseling, group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, and discharge planning and coordination. 3. Services may be provided in-person, by telephone, or by telehealth, and in any appropriate setting in the community.

Residential Treatment Services

1. Residential services are provided in DHCS or DSS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria.
2. Residential services can be provided in facilities with no bed capacity limit.
3. The length of residential services range from 1 to 90 days with a 90-day maximum for adults and 30-day maximum for adolescents per 365-day period, unless medical necessity warrants a one-time extension of up to 30 days per 365-day period.
 - i. The average length of stay for residential services is 30 days.
 - ii. Perinatal beneficiaries shall receive a length of stay for the duration of their pregnancy, plus 60 days postpartum.
 - iii. EPSDT adolescent beneficiaries shall receive a longer length of stay, if found to be medically necessary.

Case Management

1. Case management services are defined as a service that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services.
2. The Contractor shall ensure that case management services focus on coordination of SUD care, integration around primary care especially for beneficiaries with a chronic substance use disorder, and interaction with the criminal justice system, if needed.
4. Case management services may be provided by an LPHA or a registered or certified counselor.
5. The Contractor shall coordinate a system of case management services with physical and/or mental health in order to ensure appropriate level of care.
6. Case management services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

Physician Consultation Services

1. Physician Consultation Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are designed to assist DMC physicians by allowing them to seek expert advice when developing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.
2. Contractor may contract with one or more physicians or pharmacists in order to provide consultation services.

Recovery Services

1. Recovery services may be delivered concurrently with other DMC-ODS services and levels of care as clinically appropriate. Beneficiaries without a remission diagnosis may also receive recovery services and do not need to be abstinent from drugs for any specified period of time. The service components of recovery services are:
 - a. Individual and/or group outpatient counseling services;
 - b. Recovery Monitoring: Recovery coaching and monitoring delivered in-person, by synchronous telehealth, or by telephone/audio-only;
 - c. Relapse Prevention: Relapse prevention, including attendance in alumni groups and recovery focused events/activities;
 - d. Education and Job Skills: Linkages to life skill services and supports, employment services, job training, and education services;
 - e. Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
 - f. Support Groups: Linkages to self-help and support services, spiritual and faith based support;

- g. Ancillary Services: Linkages to housing assistance, transportation, case management, and other individual services coordination.
2. Beneficiaries may receive recovery services based on a self-assessment or provider assessment of relapse risk. Beneficiaries receiving MAT, including Narcotic (Opioid) Treatment Program services, may receive recovery services. Beneficiaries may receive recovery services immediately after incarceration regardless of whether or not they received SUD treatment during incarceration. Recovery services may be provided in-person, by synchronous telehealth, or by telephone/audio-only. Recovery services may be provided in the home or the community.
3. Recovery services shall be utilized when the beneficiary is triggered, when the beneficiary has relapsed, or simply as a preventative measure to prevent relapse. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, the Contractor shall provide beneficiaries with recovery services.
4. Additionally, the Contractor shall:
 - i. Provide recovery services to beneficiaries as medically necessary.
 - ii. Provide beneficiaries with access to recovery services after completing their course of treatment.

Withdrawal Management

1. If providing Withdrawal Management, the Contractor shall ensure that all beneficiaries receiving both residential services and WM services are monitored during the detoxification process.
2. The Contractor shall provide medically necessary habilitative and rehabilitative services in accordance with an individualized treatment plan prescribed by a licensed physician or licensed prescriber.

Voluntary Termination of DMC-ODS Services

1. 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.

Nullification of DMC-ODS Services

1. The parties agree that failure 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. In the event of a breach, DMC-ODS services shall terminate. The Contractor shall immediately begin providing DMC services to the beneficiaries in accordance with the State Plan.

Hatch Act

Contractor 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.

No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor 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 Agreement, Contractor agrees that it shall enforce these requirements.

Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this 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).

Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA.

Trading Partner Requirements

Contractor 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)).

No Additions. Contractor 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))

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))

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))

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 CCR Title 9, Division 4, Chapter 8. (Document 3H).

Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this 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).

Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this 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:USCprelim-title22-section7104d&num=0&edition=prelim>

Youth Treatment Guidelines

Contractor 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 Agreement is required for new guidelines to be incorporated into this Agreement.

Nondiscrimination in Employment and Services

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

Federal Law Requirements:

- i. 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.
- ii. Title IX of the Education Amendments of 1972 (regarding education and programs and activities), if applicable.
- iii. 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.
- iv. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- v. Age Discrimination in Employment Act (29 CFR Part 1625).
- vi. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- vii. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

- viii. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- ix. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- x. 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.
- xi. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- xii. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- xiii. 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.

State Law Requirements:

- i. 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.).
- ii. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- iii. Title 9, Division 4, Chapter 8, commencing with Section 10800.
- iv. No state or Federal funds shall be used by the Contractor for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor to provide direct, immediate, or substantial support to any religious activity.
- v. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

Investigations and Confidentiality of Administrative Actions

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 WIC 14043.36(a). Information about a provider’s administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a provider pursuant to WIC 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.

Beneficiary Problem Resolution Process

Contractors should follow the BHS problem resolution processes which include:

- i. A grievance process I
- i. An appeal process
- iii. An expedited appeal process.

Contract

Provider contracts shall:

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

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

Require a written agreement that specifies the activities and report responsibilities delegated to the providers, and provides for revoking delegation or imposing other sanctions if the subcontractor’s performance is inadequate.

Ensure monitoring of the providers performance on an ongoing basis and subject it to an annual onsite review, consistent with statutes, regulations, and Article III.PP.

Ensures BHS identifies deficiencies or areas for improvement, the providers take corrective actions and BHS shall ensure that the provider implements these corrective actions.

Provider contracts 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. The Contractor 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. Psycho-educational 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.

Contractor Monitoring

BHS shall conduct, at least annually, a utilization review of DMC providers to ensure covered services are being appropriately rendered. The annual review shall include an on-site visit of the service provider. Reports of the annual review shall be provided to DHCS' Performance & Integrity Branch.

State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews

DHCS shall conduct Postservice Postpayment and Postservice Prepayment (PSPP) Utilization Reviews of the contracted DMC providers to determine whether the DMC services were provided in accordance with Article III.PP of this exhibit. DHCS shall issue the PSPP report to BHS with a copy to the DMC provider. BHS shall be responsible for their providers and Contractor-operated programs to ensure any deficiencies are remediated pursuant to Article III.DD.2. BHS shall attest the deficiencies have been remediated and are complete, pursuant to Article III.EE.5 of this Agreement.

The Department shall recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid, DMC-ODS services have been improperly utilized, and requirements of Article III.PP were not met.

All deficiencies identified by PSPP reports, whether or not a recovery of funds results, shall be corrected and BHS shall submit a Contractor-approved CAP. The CAP shall be submitted to the DHCS Analyst that conducted the review, within 60 days of the date of the PSPP report. a. The CAP shall:

Be documented on the DHCS CAP template.

Provide a specific description of how the deficiency shall be corrected.

Identify the title of the individual(s) responsible for:

1. Correcting the deficiency; 2. Ensuring on-going compliance; 3. Provide a specific description of how the provider will ensure on-going compliance; 4. Specify the target date of implementation of the corrective action.

DHCS shall provide written approval of the CAP to BHS with a copy to the provider. If DHCS does not approve the CAP, DHCS shall provide guidance on the deficient areas and request an updated CAP from BHS with a copy to the provider. BHS shall submit an updated CAP to the DHCS Analyst that conducted the review, within 30 days of notification.

If a CAP is not submitted, or, the provider does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from BHS until the entity that provided the services is in compliance with this Exhibit A, Attachment I. DHCS shall inform BHS when funds shall be withheld.

Reporting Requirements

California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements.

Providers shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.

Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in (Document 3S) for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

Drug and Alcohol Treatment Access Report (DATAR)

Treatment providers must submit a monthly DATAR report in an electronic copy format as provided by DHCS.

Training

BHS ensures providers receive training on the DMC-ODS requirements, at least annually.

BHS requires providers to be trained in the ASAM Criteria prior to providing services. At minimum, providers and staff conducting assessments are required to complete the two e-Training modules entitled “ASAM Multidimensional Assessment” and “From Assessment to Service Planning and Level of Care”. A third module entitled, “Introduction to The ASAM Criteria” is recommended for all county and provider staff participating in the Waiver. With assistance from the state, counties will facilitate ASAM provider trainings.

Record Retention

Providers shall refer to the BHS policy on record retention on record for the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to WIC 14124.1 and 42 CFR 438.3(h) and 438.3(u).

Subcontract Termination

BHS shall notify the Department of the termination of any subcontract with a certified provider, and the basis for termination of the subcontract, within two business days. BHS shall submit the notification by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov.

Control Requirements

Providers shall establish written policies and procedures consistent with the requirements listed in 2(c).

Be held accountable for audit exceptions taken by DHCS against BHS and its subcontractors for any failure to comply with these requirements:

- i. HSC, Division 10.5, commencing with Section 11760
- ii. Title 9, Division 4, Chapter 8, commencing with Section 13000
- iii. Government Code Section 16367.8
- iv. Title 42, CFR, Sections 8.1 through 8.6
- v. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances
- vi. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)

Providers shall be familiar with the above laws, regulations, and guidelines

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 Agreement.

Performance Requirements

Contractor shall provide services based on funding set forth in Exhibit B, Attachment I, and under the terms of this Agreement.

Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations.

Contractor shall ensure that in planning for the provision of services, the following barriers to services are considered and addressed:

- a. Lack of educational materials or other resources for the provision of services.
- b. Geographic isolation and transportation needs of persons seeking services or remoteness of services.
- c. Institutional, cultural, and/or ethnicity barriers.
- d. Language differences.
- e. Lack of service advocates.
- f. Failure to survey or otherwise identify the barriers to service accessibility.

g. Needs of persons with a disability.

Requirements for Services Confidentiality

All SUD treatment services shall be provided in a confidential setting in compliance with 42 CFR, Part 2 requirements.

Perinatal Services.

i. Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.

ii. Perinatal services shall include:

a. Mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792).

b. Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).

c. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant.

d. Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).

iii. Medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy shall be maintained in the beneficiary record.

iv. Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to this Agreement as Document 1G, incorporated by reference. The Contractor shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Agreement shall not require a formal amendment.

Naltrexone Treatment Services

For each beneficiary, all of the following shall apply:

a. The provider shall confirm and document that the beneficiary meets all of the following conditions: i. Has a documented history of opiate addiction. ii. Is at least 18 years of age.

iii. Has been opiate free for a period of time to be determined by a physician based on the physician's clinical judgment. The provider shall administer a body specimen test to confirm the opiate free status of the beneficiary.

iv. Is not pregnant and is discharged from the treatment if she becomes pregnant. b. The physician shall certify the beneficiary's fitness for treatment based upon the beneficiary's physical examination, medical

history, and laboratory results. c. The physician shall advise the beneficiary of the overdose risk should the beneficiary return to opiate use while taking Naltrexone and the ineffectiveness of opiate pain relievers while on Naltrexone.

Substance Use Disorder Medical Director

- i. The SUD Medical Director's responsibilities shall, at a minimum, include all of the following:
 - a. Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care.
 - b. Ensure that physicians do not delegate their duties to non-physician personnel.
 - c. Develop and implement written medical policies and standards for the provider.
 - d. Ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards.
 - e. Ensure that the medical decisions made by physicians are not influenced by fiscal considerations.
 - f. Ensure that provider's physicians and LPHAs are adequately trained to perform diagnosis of substance use disorders for beneficiaries, and determine the medical necessity of treatment for beneficiaries.
 - g. Ensure that provider's physicians are adequately trained to perform other physician duties, as outlined in this section.
- ii. The SUD Medical Director may delegate his/her responsibilities to a physician consistent with the provider's medical policies and standards; however, the SUD Medical Director shall remain responsible for ensuring all delegated duties are properly performed.

Provider Personnel

- i. Personnel files shall be maintained on all employees, contracted positions, volunteers, and interns, and shall contain the following:
 - a. Application for employment and/or resume
 - b. Signed employment confirmation statement/duty statement
 - c. Job description
 - d. Performance evaluations
 - e. Health records/status as required by the provider, AOD Certification or CCR Title 9
 - f. Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries)
 - g. Training documentation relative to substance use disorders and treatment
 - h. Current registration, certification, intern status, or licensure

- i. Proof of continuing education required by licensing or certifying agency and program
- j. Provider's Code of Conduct.
- ii. Job descriptions shall be developed, revised as needed, and approved by the provider's governing body.

The job descriptions shall include:

- a. Position title and classification
- b. Duties and responsibilities
- c. Lines of supervision
- d. Education, training, work experience, and other qualifications for the position
- iii. Written provider code of conduct for employees and volunteers/interns shall be established which addresses at least the following:
 - a. Use of drugs and/or alcohol
 - b. Prohibition of social/business relationship with beneficiaries or their family members for personal gain
 - c. Prohibition of sexual contact with beneficiaries
 - d. Conflict of interest
 - e. Providing services beyond scope
 - f. Discrimination against beneficiaries or staff
 - g. Verbally, physically, or sexually harassing, threatening or abusing beneficiaries, family members or other staff
 - h. Protection of beneficiary confidentiality
 - i. Cooperate with complaint investigations
- iv. If a provider utilizes the services of volunteers and/or interns, written procedures shall be implemented which address:
 - a. Recruitment
 - b. Screening and Selection
 - c. Training and orientation
 - d. Duties and assignments
 - e. Scope of practice
 - f. Supervision
 - g. Evaluation

h. Protection of beneficiary confidentiality

v. Written roles and responsibilities and a code of conduct for the Medical Director shall be clearly documented, signed and dated by a provider representative and the physician.

Beneficiary Admission

i. Each provider shall include in its policies, procedures, and practice, written admission and readmission criteria for determining beneficiary's eligibility and the medical necessity for treatment. These criteria shall include, at a minimum:

a. DSM diagnosis

b. Use of alcohol/drugs of abuse

c. Physical health status

d. Documentation of social and psychological problems.

ii. If a potential beneficiary does not meet the admission criteria, the beneficiary shall be referred to an appropriate service provider.

iii. If a beneficiary is admitted to treatment, the beneficiary shall sign a consent to treatment form.

iv. The Medical Director or LPHA shall document the basis for the diagnosis in the beneficiary record.

v. All referrals made by the provider staff shall be documented in the beneficiary record. vi. Copies of the following documents shall be provided to the beneficiary upon admission:

a. Beneficiary rights, share of cost if applicable, notification of DMC funding accepted as payment in full, and consent to treatment.

vii. Copies of the following shall be provided to the beneficiary or posted in a prominent place accessible to all beneficiaries:

a. A statement of nondiscrimination by race, religion, sex, ethnicity, age, disability, sexual preference, and ability to pay.

b. Complaint process and grievance procedures.

c. Appeal process for involuntary discharge.

d. Program rules and expectations.

viii. Where drug screening by urinalysis is deemed medically appropriate the program shall:

a. Establish written procedures, which protect against the falsification and/or contamination of any urine sample.

b. Document urinalysis results in the beneficiary's file.

Assessment

i. The provider shall ensure a counselor or LPHA completes a personal, medical, and substance use history for each beneficiary upon admission to treatment.

a. Assessment for all beneficiaries shall include at a minimum:

i. Drug/Alcohol use history

ii. Medical history iii. Family history

iv. Psychiatric/psychological history

v. Social/recreational history

vi. Financial status/history vii. Educational history

viii. Employment history

ix. Criminal history, legal status, and

x. Previous SUD treatment history

b. The Medical Director or LPHA shall review each beneficiary's personal, medical, and substance use history if completed by a counselor within 30 calendar days of each beneficiary's admission to treatment date.

Beneficiary Record

i. In addition to the requirements of 22 CCR § 51476(a), the provider shall:

a. Establish, maintain, and update as necessary, an individual beneficiary record for each beneficiary admitted to treatment and receiving services.

b. Each beneficiary's individual beneficiary record shall include documentation of personal information.

c. Documentation of personal information shall include all of the following: i. Information specifying the beneficiary's identifier (i.e., name, number). ii. Date of beneficiary's birth, the beneficiary's sex, race and/or ethnic background, beneficiary's address and telephone number, and beneficiary's next of kin or emergency contact.

ii. Documentation of treatment episode information shall include documentation of all activities, services, sessions, and assessments, including, but not limited to all of the following:

a. Intake and admission data including, a physical examination, if applicable.

b. Treatment plans.

c. Progress notes.

d. Continuing services justifications.

- e. Laboratory test orders and results.
- f. Referrals.
- g. Discharge plan.
- h. Discharge summary.
- i. Contractor authorizations for Residential Services.
- j. Any other information relating to the treatment services rendered to the beneficiary.

Diagnosis Requirements

- i. The Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information if completed by a counselor through a face-to-face review or telehealth with the counselor to establish a beneficiary meets the medical necessity criteria in Article III.B.2.ii.
 - a. The Medical Director or LPHA shall document separately from the treatment plan the basis for the diagnosis in the beneficiary's record within 30 calendar days of each beneficiary's admission to treatment date.
- i. The basis for the diagnosis shall be a narrative summary based on DSM-5 criteria, demonstrating the Medical Director or LPHA evaluated each beneficiary's assessment and intake information, including their personal, medical, and substance use history.
- ii. The Medical Director or LPHA shall type or legibly print their name, and sign and date the diagnosis narrative documentation. The signature shall be adjacent to the typed or legibly printed name.

Physical Examination Requirements

- i. If a beneficiary had a physical examination within the twelve-month period prior to the beneficiary's admission to treatment date, the physician or registered nurse practitioner or physician's assistant (physician extenders) shall review documentation of the beneficiary's most recent physical examination within 30 calendar days of the beneficiary's admission to treatment date.
 - a. If a provider is unable to obtain documentation of a beneficiary's most recent physical examination, the provider shall describe the efforts made to obtain this documentation in the beneficiary's individual patient record.
 - ii. As an alternative to complying with paragraph (i) above or in addition to complying with paragraph (i) above, the physician or physician extender may perform a physical examination of the beneficiary within 30 calendar days of the beneficiary's admission to treatment date.
 - iii. If the physician or a physician extender, has not reviewed the documentation of the beneficiary's physical examination as provided for in paragraph (i), or the provider does not perform a physical examination of the beneficiary as provided for in paragraph (ii), then the LPHA or counselor shall include in the beneficiary's initial and updated treatment plans the goal of obtaining a physical examination, until this goal has been met and the physician has reviewed the physical examination results. The physician

shall type or legibly print their name, sign, and date documentation to support they have reviewed the physical examination results. The signature shall be adjacent to the typed or legibly printed name.

Treatment Plan

i. For each beneficiary admitted to treatment services, the LPHA or counselor shall prepare an individualized written initial treatment plan, based upon the information obtained in the intake and assessment process.

a. The LPHA or counselor shall attempt to engage the beneficiary to meaningfully participate in the preparation of the initial treatment plan and updated treatment plans.

i. The initial treatment plan and updated treatment plans shall include all of the following:

1. A statement of problems identified through the ASAM, other assessment tool(s) or intake documentation.
2. Goals to be reached which address each problem.
3. Action steps that will be taken by the provider and/or beneficiary to accomplish identified goals. 4. Target dates for the accomplishment of action steps and goals.
5. A description of the services, including the type of counseling, to be provided and the frequency thereof.
6. The assignment of a primary therapist or counselor.
7. The beneficiary's diagnosis as documented by the Medical Director or LPHA.
8. If a beneficiary has not had a physical examination within the 12-month period prior to the beneficiary's admission to treatment date, a goal that the beneficiary have a physical examination.
9. If documentation of a beneficiary's physical examination, which was performed during the prior 12 months, indicates a beneficiary has a significant medical illness, a goal that the beneficiary obtain appropriate treatment for the illness. b. The provider shall ensure that the initial treatment plan meets all of the following requirements:
 - i. The LPHA or counselor shall complete, type or legibly print their name, and sign and date the initial treatment plan within 30 calendar days of the admission to treatment date. The signature shall be adjacent to the typed or legibly printed name.
 - ii. The beneficiary shall review, approve, type, or legibly print their name, sign and date the initial treatment plan, indicating whether the beneficiary participated in preparation of the plan, within 30 calendar days of the admission to treatment date.
 1. If the beneficiary refuses to sign the treatment plan, the provider shall document the reason for refusal and the provider's strategy to engage the beneficiary to participate in treatment. iii. If a counselor completes the initial treatment plan, the Medical Director or LPHA shall review the initial treatment plan

to determine whether services are medically necessary (as defined in Article IV) and appropriate for the beneficiary.

1. If the Medical Director or LPHA determines the services in the initial treatment plan are medically necessary, the Medical Director or LPHA shall type or legibly print their name, and sign and date the treatment plan within 15 calendar days of signature by the counselor. The signature shall be adjacent to the typed or legibly printed name.

ii. The provider shall ensure that the treatment plan is reviewed and updated as described below:

a. The LPHA or counselor shall complete, type, or legibly print their name, sign and date the updated treatment plan no later than 90 calendar days after signing the initial treatment plan, and no later than every 90 calendar days thereafter, or when there is a change in treatment modality or significant event, whichever comes first. The signature shall be adjacent to the typed or legibly printed name. The updated treatment plan shall be updated to reflect the current treatment needs of the beneficiary.

b. The beneficiary shall review, approve, type, or legibly print their name and, sign and date the updated treatment plan, indicating whether the beneficiary participated in preparation of the plan, within 30 calendar days of signature by the LPHA or counselor. i. If the beneficiary refuses to sign the updated treatment plan, the provider shall document the reason for refusal and the provider's strategy to engage the beneficiary to participate in treatment.

c. If a counselor completes the updated treatment plan, the Medical Director or LPHA shall review each updated treatment plan to determine whether continuing services are medically necessary (as defined in Article IV) and appropriate for the beneficiary.

I. If the Medical Director or LPHA determines the services in the updated treatment plan are medically necessary, they shall type or legibly print their name and, sign and date the updated treatment plan, within 15 calendar days of signature by the counselor. The signature shall be adjacent to the typed or legibly printed name.

Sign-in Sheet

i. Establish and maintain a sign-in sheet for every group counseling session, which shall include all of the following:

a. The LPHA(s) and/or counselor(s) conducting the counseling session shall type or legibly print their name(s), sign, and date the sign-in sheet on the same day of the session. The signature(s) must be adjacent to the typed or legibly printed name(s). By signing the sign-in sheet, the LPHA(s) and/or counselor(s) attest that the sign-in sheet is accurate and complete.

b. The date of the counseling session.

c. The topic of the counseling session.

d. The start and end time of the counseling session.

e. A typed or legibly printed list of the participants' names and the signature of each participant that attended the counseling session. The participants shall sign the sign-in sheet at the start of or during the counseling session.

Progress Notes

Progress notes shall be legible and completed as follows: a. For outpatient services, Naltrexone treatment services, and recovery services, each individual and group session, the LPHA or counselor who conducted the counseling session or provided the service shall record a progress note for each beneficiary who participated in the counseling session or treatment service. i. The LPHA or counselor shall type or legibly print their name, and sign and date the progress note within seven calendar days of the counseling session. The signature shall be adjacent to the typed or legibly printed name.

ii. Progress notes are individual narrative summaries and shall include all of the following:

1. The topic of the session or purpose of the service.
2. A description of the beneficiary's progress on the treatment plan problems, goals, action steps, objectives, and/or referrals.
3. Information on the beneficiary's attendance, including the date, start and end times of each individual and group counseling session or treatment service.
4. Identify if services were provided inperson, by telephone, or by telehealth.
5. If services were provided in the community, identify the location and how the provider ensured confidentiality.

b. For intensive outpatient services and residential treatment services, the LPHA or counselor shall record, at a minimum, one progress note, per calendar week, for each beneficiary participating in structured activities including counseling sessions or other treatment services.

i. The LPHA or counselor shall type or legibly print their name, and sign and date progress notes within the following calendar week. The signature shall be adjacent to the typed or legibly printed name. I

i. Progress notes are individual narrative summaries and shall include all of the following:

1. A description of the beneficiary's progress on the treatment plan, problems, goals, action steps, objectives, and/or referrals.
2. A record of the beneficiary's attendance at each counseling session including the date, start and end times and topic of the counseling session.
3. Identify if services were provided in-person, by telephone, or by telehealth.
4. If services were provided in the community, identify the location and how the provider ensured confidentiality.

c. For each beneficiary provided case management services, the LPHA or counselor who provided the treatment service shall record a progress note. i. The LPHA or counselor shall type or legibly print their

name, and sign and date the progress note within seven calendar days of the case management service. The signature shall be adjacent to the typed or legibly printed name. ii. Progress notes shall include all of the following:

1. Beneficiary's name.
2. The purpose of the service.
3. A description of how the service relates to the beneficiary's treatment plan problems, goals, action steps, objectives, and/or referrals.
4. Date, start and end times of each service.
5. Identify if services were provided in-person, by telephone, or by telehealth.
6. If services were provided in the community, identify the location and how the provider ensured confidentiality.

d. For physician consultation services, additional medication assisted treatment, and withdrawal management, the Medical Director or LPHA working within their scope of practice who provided the treatment service shall record a progress note and keep in the beneficiary's file.

i. The Medical Director or LPHA shall type or legibly print their name, and sign and date the progress note within seven calendar days of the service. The signature shall be adjacent to the typed or legibly printed name. ii. Progress notes shall include all of the following:

1. Beneficiary's name.
2. The purpose of the service.
3. Date, start and end times of each service. 4. Identify if services were provided face-to-face, by telephone or by telehealth.

Continuing Services

i. Continuing services shall be justified as shown below: a. For outpatient services, intensive outpatient services, Naltrexone treatment, and case management:

i. For each beneficiary, no sooner than five months and no later than six months after the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services, the LPHA or counselor shall review the beneficiary's progress and eligibility to continue to receive treatment services, and recommend whether the beneficiary should or should not continue to receive treatment services at the same level of care.

ii. For each beneficiary, no sooner than five months and no later than six months after the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services, the Medical Director or LPHA shall determine medical necessity for continued services for the beneficiary. The determination of medical necessity shall be documented by the Medical Director or

LPHA in the beneficiary's individual patient record and shall include documentation that all of the following have been considered:

1. The beneficiary's personal, medical and substance use history.
2. Documentation of the beneficiary's most recent physical examination.
3. The beneficiary's progress notes and treatment plan goals.
4. The LPHA's or counselor's recommendation pursuant to Paragraph (i) above.
5. The beneficiary's prognosis.

i. The Medical Director or LPHA shall type or legibly print their name, and sign and date the continuing services information when completed. The signature shall be adjacent to the typed or legibly printed name.

iii. If the Medical Director or LPHA determines that continuing treatment services for the beneficiary is not medically necessary, the provider shall discharge the beneficiary from the current LOC and transfer to the appropriate services. b. Residential services length of stay shall be in accordance with Article III.H of this Agreement.

Discharge

i. Discharge of a beneficiary from treatment may occur on a voluntary or involuntary basis. For outpatient services, intensive outpatient services and residential services, in addition to the requirements of this subsection, an involuntary discharge is subject to the requirements set forth in Article II.G.2. of this Agreement. ii. An LPHA or counselor shall complete a discharge plan for each beneficiary, except for a beneficiary with whom the provider loses contact. a. The discharge plan shall include, but not be limited to, all of the following:

- i. A description of each of the beneficiary's relapse triggers.
- ii. A plan to assist the beneficiary to avoid relapse when confronted with each trigger.
- iii. A support plan.

b. The discharge plan shall be prepared within 30 calendar days prior to the scheduled date of the last face-to-face treatment with the beneficiary.

i. If a beneficiary is transferred to a higher or lower level of care based on ASAM criteria within the same DMC certified program, they are not required to be discharged unless there has been more than a 30-calendar day lapse in treatment services.

c. During the LPHA's or counselor's last face-to-face treatment with the beneficiary, the LPHA or counselor and the beneficiary shall type or legibly print their names, sign and date the discharge plan. The signatures shall be adjacent to the typed or legibly printed name. A copy of the discharge plan shall be provided to the beneficiary and documented in the beneficiary record.

iii. The LPHA or counselor shall complete a discharge summary, for any beneficiary with whom the provider lost contact, in accordance with all of the following requirements: a. The LPHA or counselor shall complete the discharge summary within 30 calendar days of the date of the last face-to-face treatment contact with the beneficiary.

b. The discharge summary shall include all of the following:

i. The duration of the beneficiary's treatment as determined by the dates of admission to and discharge from treatment.

ii. The reason for discharge.

iii. A narrative summary of the treatment episode.

iv. The beneficiary's prognosis.

Reimbursement of Documentation

BHS allows for the inclusion of the time spent documenting when billing for a unit of service delivered, providers are required to include the following information in their progress notes:

a. The date the progress note was completed.

b. The start and end time of the documentation of the progress note.

ii. Documentation activities shall be billed as a part of the covered service unit.

Substance Abuse Block Grant

Under the Substance Abuse Block Grant provider provisions, the contractor agrees with the following requirements:

Federal Award Subrecipient

1. The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This Contract is a subaward of the federal award to DHCS, then to the San Francisco Department of Public Health.

2. Contractor is a subrecipient and subject to all applicable administrative requirements, cost principles, and audit requirements that govern federal monies associated with the SABG set forth in the Uniform Guidance 2 CFR Part 200, as codified by the U.S. Department of Health and Human Services (HHS) at 45 CFR Part 75. 3.

STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions: a) Publish a

statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations. b) Establish a Drug-Free Awareness Program to inform employees about: 1. the dangers of drug abuse in the workplace; 2. the person's or organization's policy of maintaining a drug-free workplace; 3. any available counseling, rehabilitation and employee assistance programs; and, 4. penalties that may be imposed upon employees for drug abuse violations. c) Provide that every employee who works on the proposed Agreement will: 1. receive a copy of the company's drug-free policy statement; and, 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT: a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website and

Public Contract Code Section 6108. b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a). DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA: a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled. b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax. c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

Section 1 – Control Requirements

Contractors shall establish, written policies and procedures consistent with the control requirements set forth below; (ii) BHS will monitor for compliance with the written procedures; and (iii) be accountable for audit exceptions taken by DHCS against the BHS and its subcontractors for any failure to comply with these requirements:

- a) HSC, Division 10.5, Part 2 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, Title 2, Division 4, Part 2, Chapter 2, Article 1.7.
- 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-64 through 66.

f) Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.

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) Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

j) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.

k) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

contractors should be familiar with the above laws, regulations, and guidelines.

3. Contractors shall comply with the Minimum Quality Drug Treatment Standards for SABG for all Substance Use Disorder (SUD) treatment programs either partially or fully funded by SABG. The Minimum Quality Drug Treatment Standards for SABG are attached to this Contract as Document, incorporated by reference. The incorporation of any new Minimum Quality Drug Treatment Standards into this Contract shall not require a formal amendment.

Section 2 – General Provisions

A. Restrictions on Salaries Contractor agrees that no part of any federal funds provided under this Contract shall be used to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at https://grants.nih.gov/grants/policy/salcap_summary.htm. SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual’s actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual’s salary that was paid with SABG funds (Reference: Terms and Conditions of the SABG award).

B. Primary Prevention

1. The SABG regulation defines “Primary Prevention Programs” as those programs “directed at individuals who have not been determined to require treatment for substance abuse” (45 CFR 96.121), and “a comprehensive prevention program which includes a broad array of prevention strategies directed at individuals not identified to be in need of better treatment” (45 CFR 96.125). Primary prevention includes strategies, programs, and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic Alcohol and Other Drug (AOD) availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families, and communities. The Contractor shall expend not less than its allocated amount of the SABG Primary

Prevention Set-Aside funds on primary prevention as described in the SABG requirements (45 CFR 96.124).

C. Friday Night Live

Contractors receiving SABG Friday Night Live (FNL) funding must:

1. Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at <http://fridaynightlive.org/about-us/cfnlp-overview/>
2. Use the prevention data collection and reporting service for all FNL reporting including profiles and chapter activity.
3. Follow the FNL Data Entry Instructions for the PPSDS as provided by DHCS.
4. Meet the Member in Good Standing (MIGS) requirements, as determined by DHCS in conjunction with the California Friday Night Live Collaborative and the California Friday Night Live Partnership. Contractors that do not meet the MIGS requirements shall obtain technical assistance and training services from the California Friday Night Live Partnership and develop a technical assistance plan detailing how the Contractor intends to ensure satisfaction of the MIGS requirements for the next review.

D. Perinatal Practice Guidelines

Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines FY 2018-19 are attached to this Contract, incorporated by reference. The Contractor shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment. Contractor receiving SABG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

E. Funds identified in this Contract shall be used exclusively for county alcohol and drug abuse services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance abuse described in subchapter XVII of Chapter 6A of Title 42, the USC.

F. Room and Board for Transitional Housing, Recovery Residences, and Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment.

1. BHS uses SABG discretionary funds, or SABG perinatal funds (for perinatal beneficiaries only), to cover the cost of room and board of residents in short term (up to 24 months) transitional housing and recovery residences. SABG discretionary funds, or SABG perinatal funds (for perinatal beneficiaries only), are used to cover the cost of room and board of residents in DMC-ODS residential treatment facilities.

Section 3 - Performance Provisions

A. Monitoring

- a) Whether the quantity of work or services being performed conforms to Exhibit B.
- b) BHS monitors that the contractor is abiding by all the terms and requirements of this Contract.

c) Whether the Contractor is abiding by the terms of the Perinatal Practice Guidelines.

B. Performance Requirements

1. Contractors shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:

- a) Lack of educational materials or other resources for the provision of services.
- b) Geographic isolation and transportation needs of persons seeking services or remoteness of services.
- c) Institutional, cultural, and/or ethnicity barriers.
- d) Language differences.
- e) Lack of service advocates.
- f) Failure to survey or otherwise identify the barriers to service accessibility.
- g) Needs of persons with a disability.

2. Contractor shall comply with any additional requirements of the documents that have been incorporated herein by reference.

Part II – General

A. Additional Contract Restrictions This Contract 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 Contract in any manner.

B. Hatch Act Contractor 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.

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs Contractor agrees that information produced through these funds, and which pertains to drugs 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 Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

D. Noncompliance with Reporting Requirements Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

E. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances None of the funds made available through this Contract 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).

F. Debarment and Suspension Contractor shall not subcontract with or employ 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. If a Contractor subcontracts or employs an excluded party DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

G. Restriction on Distribution of Sterile Needles No SABG funds made available through this Contract 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.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996 All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

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

c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will 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 162.915 (c)).

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

2. Concurrence for Test Modifications to HHS Transaction Standards Contractor 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, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing Contractor 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, Contractor 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 Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor 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 Contract 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 Transmissions taking place between the Parties during the term of this Contract. Each party will 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 registered or 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 Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Intravenous Drug Use (IVDU) Treatment Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

M. Tuberculosis Treatment Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

2. Reduce barriers to patients' accepting TB treatment.

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 Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

O. Tribal Communities and Organizations Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the 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 County 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 County.

P. Participation of County Behavioral Health Director's Association of California. 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. 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 Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

R. Perinatal Practice Guidelines Contractor must comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice 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 Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment. Contractor receiving SABG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

S. 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.

T. Nondiscrimination in Employment and Services By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

U. 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 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.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. 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.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 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 13000.

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 DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

W. 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.

X. 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.

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

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

(4) 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:

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

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

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

(h) Provider must offer regular hours of operation.

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

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

DOCUMENTS INCORPORATED BY REFERENCE

All SABG documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:

<https://www.dhcs.ca.gov/provgovpart/Pages/SAPT-Block-Grant-Contracts.aspx>

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment 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 Practice Guidelines FY 2018-19 https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf

Document 1K: Drug and Alcohol Treatment Access Report (DATAR) User Manual <https://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards (May 1, 2017) http://www.dhcs.ca.gov/Documents/DHCS_AOD_Certification_Standards.pdf

Document 1V: Youth Treatment Guidelines https://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

Document 2F(b): Minimum Quality Drug Treatment Standards for SABG

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

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 <https://govt.westlaw.com/calregs/Search/Index>

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 <https://govt.westlaw.com/calregs/Search/Index>

Document 3J: CalOMS Treatment Data Collection Guide http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf

Document 3S: CalOMS Treatment Data Compliance Standards

http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_data_compliance%20standards%202014.pdf

Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix

Document 3T(a): SAPT Authorized and Restricted Expenditures Information (April 2017)

Document 3V : Culturally and Linguistically Appropriate Services (CLAS) National Standards

<https://www.minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

Document 5A : Confidentiality Agreement

APPENDIX I

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. Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;
 2. Communicating with the SFDPH IT Service Desk;
 3. Providing Agency Data User(s) details to the City;
 4. Ensuring that Agency Data User(s) complete required SFDPH trainings annually;
 5. Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and
 6. Provisioning and deprovisioning Agency Data Users as detailed herein.
- To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, dph.helpdesk@sfdph.org.

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, (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, (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:

1. Read information displayed or transmitted by the System accurately and completely;
2. Ensure that Agency Data Users are trained on the use of the System;
3. Be responsible for decisions made based on the use of the System;
4. Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
5. Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;

6. Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;

7. Use the System only in accordance with applicable standards of good medical practice.

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

Article 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.

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

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

2. **Written Report:** Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include,

but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

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

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

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

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

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 H System Specific Requirements

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

A. SFDPH Care Link Requirements:

1. Connectivity.
 - a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website galaxy.epic.com. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
2. Compliance with Epic Terms and Conditions.
 - a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:
3. Epic-Provided Terms and Conditions
 - a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
 - b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

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

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

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

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

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

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

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2021

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

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

PRODUCER All-Cal Insurance Agency 505 Vernon Street Roseville CA 95678	CONTACT NAME: Kimberly Chyzy PHONE (A/C, No, Ext): (916) 784-9070 FAX (A/C, No): (916) 784-0158 E-MAIL ADDRESS: kimberly@all-calinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: Nonprofits' Insurance Alliance of California
Latino Commission On Alcohol & Drug Abuse Services Of San Mateo 1001 Sneath Lane, Suite #307 San Bruno CA 94066	INSURER B: Cypress Insurance Company INSURER C: Axis Insurance Company (SEE ATTACHED DEC PAGE) INSURER D: INSURER E: INSURER F:
	NAIC #
	011845
	10855
	37273

COVERAGES

CERTIFICATE NUMBER: CL2193010671

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			2021-04560NPO	10/02/2021	10/02/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Improper Sexual Conduct						MED EXP (Any one person) \$ 20,000
	<input type="checkbox"/> \$ 500,000 / 500,000	Y					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> OTHER: Liquor Liability - Included						PRODUCTS - COMP/OP AGG \$ 2,000,000
							Professional Liability \$ 1 Million / 2 Million
A	AUTOMOBILE LIABILITY			2021-04560NPO	10/02/2021	10/02/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		Y				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Comp & Coll Deductible \$ 500
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			LAWC218322	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Dishonesty			2021-04560NPO	10/02/2021	10/02/2022	Limit \$ 300,000
	Forgery & Alteration						Limit \$ 300,000
							Deductible \$ 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability Coverage, Insurer - Axis Insurance Company, Policy # ITPV-200333-03, Effective 9/26/2021 - 9/26/2022; See attached Declarations pages.

The City & County of San Francisco, their officers, agents, officials, employees and volunteers are named as additional insured on the general and auto liabilities per Forms CG 20 26 and NIAC-A1.

CERTIFICATE HOLDER**CANCELLATION**

City & County of San Francisco Office of Contract Management 1380 Howard St, 4th Floor San Francisco CA 94103	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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POLICY NUMBER: 2021-04560NPO

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
City & County of San Francisco, their officers, agents, officials, employees and volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to included as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However;

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section 111 – Limits Of Insurance:**

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

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

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



POLICY NUMBER: 2021-04560NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

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

City & County of San Francisco, their officers, agents, officials, employees and volunteers

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

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

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



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DECLARATIONS

THIS POLICY PROVIDES COVERAGE FOR CLAIM EXPENSE / DEFENSE COSTS WITHIN THE LIMITS OF INSURANCE. THE LIMITS OF INSURANCE AVAILABLE TO PAY DAMAGES / LOSS WILL BE REDUCED AND MAY BE COMPLETELY EXHAUSTED BY PAYMENT OF CLAIM EXPENSE / DEFENSE COSTS AND THE INSURER SHALL NOT BE OBLIGATED TO PAY ANY COVERED AMOUNTS, INCLUDING CLAIM EXPENSE / DEFENSE COSTS, AFTER THE LIMITS OF INSURANCE HAVE BEEN EXHAUSTED.

SOLELY AS RESPECTS CLAIMS-MADE LIABILITY COVERAGES UNDER THIS POLICY: THIS INSURANCE POLICY PROVIDES COVERAGE ON A CLAIMS-MADE BASIS AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. CLAIMS MUST BE REPORTED TO THE INSURER AS SET FORTH IN THE REPORTING OF CLAIMS AND EVENTS SECTION. CLAIM EXPENSES / DEFENSE COSTS ARE INCLUDED IN THE POLICY LIMIT OF INSURANCE, AND PAYMENT THEREOF WILL ERODE, AND MAY EXHAUST, THE POLICY LIMIT OF INSURANCE.

NAMED INSURED	Latino Commission on Alcohol & Drug Abuse Services of San Mateo County 1001 Sneath Lane, Suite 307 San Bruno, CA 94066
PROGRAM MANAGER	Insuretrust.com, LLC 5185 Peachtree Pkwy, Ste 230 Norcross, GA 30010-0398
INSURER	AXIS Insurance Company (Admitted) 111 South Wacker Drive, Suite 3500 Chicago, IL 60606 (866) 259-5435 A Stock Insurer

POLICY FORM	AXIS PRO PrivaSure Insurance Policy - PVSR-101 (08-16)
POLICY NUMBER	ITPV-200333-03
POLICY PERIOD	Effective Date: September 26, 2021 Expiration Date: September 26, 2022 <i>Both dates at 12:01 a.m. standard time at the Named Insured's address stated herein.</i>

TOTAL POLICY PREMIUM	\$1,526.00 USD
MINIMUM PREMIUM (percentage of Total Policy Premium)	N/A
SURCHARGE / TAX	N/A



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AXIS PRO[®] PRIVASURE[™]

POLICY LEVEL LIMITS OF INSURANCE AND RETENTIONS	
Policy Limit <i>(applicable to all coverages unless otherwise noted)</i>	\$1,000,000 Aggregate
Policy Retention	\$2,500 Aggregate

Cyber Liability Coverages	Coverage Trigger	Retroactive Date	Coverages Aggregate Limit	Coverages Aggregate Retention
			\$1,000,000 Aggregate	\$2,500 Aggregate
			Limit	Retention
Enterprise Security Event Liability	Claims Made	Full Prior Acts	\$1,000,000 Each Claim	\$2,500 Each Claim
Website Media Liability	Claims Made	Full Prior Acts	\$1,000,000 Each Claim	\$2,500 Aggregate
Payment Card Industry – Data Security Standards (PCI-DSS) Fines	Claims Made	Full Prior Acts	\$1,000,000 Each Claim	\$2,500 Aggregate
Privacy Regulation	Claims Made	Full Prior Acts	\$1,000,000 Each Claim	\$2,500 Each Claim

Cyber First Party Coverages	Coverages Aggregate Limit	Coverages Aggregate Retention
	\$1,000,000 Aggregate	\$2,500 Aggregate
	Limit	Retention
Crisis Management Expense	\$1,000,000 Aggregate	\$2,500 Aggregate
Fraud Response Expense	\$1,000,000 Aggregate	\$2,500 Aggregate
Public Relations Expense	\$1,000,000 Aggregate	\$2,500 Aggregate
Forensic and Legal Expense Includes PCI Re-Certification Services	\$1,000,000 Aggregate	\$2,500 Aggregate
Extortion Loss	\$1,000,000 Aggregate	\$2,500 Aggregate
Ransomware Loss	\$1,000,000 Aggregate	\$2,500 Aggregate
Social Engineering Fraud Loss	\$250,000	\$2,500 Aggregate
Telecommunications Theft Loss	\$250,000	\$2,500 Aggregate


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Business Interruption Coverages	Limit	Retention
System and Services Disruption - Business Interruption	\$1,000,000 Aggregate	Hourly Cap: \$0 Waiting Period: 6 hours
Data Recovery Expense	\$1,000,000 Aggregate	\$2,500 Aggregate

EXTENDED REPORTING PERIOD OPTIONS
(applicable to claims made coverages)

Year	Percentage of Annual Premium
1 Year	100%
2 Year	175%
3 Year	225%

FORMS

Please refer to the Schedule of Forms & Endorsements, AXIS 142.

NOTICES TO INSURER

<i>Send Notice of Claims To:</i>	<i>Send All Other Notices And Inquiries To:</i>
AXIS Insurance Claims Department P.O. Box 4470 Alpharetta, GA 30023-4470 Email: USFNOL@axiscapital.com	AXIS Insurance 11680 Great Oaks Way Suite 500 Alpharetta, GA 30022 Email: notices@axiscapital.com
Phone (Toll-Free): (866) 259-5435 Phone: (678) 746- 9000 Fax: (678) 746-9315	Phone (Toll-Free): (866) 259-5435 Phone: (678) 746- 9000 Fax: (678) 746-9315



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

San Francisco Department of Public Health

Grant Colfax, MD
Director of Health

November 3, 2023

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and Latino Commission, in the amount of \$17,598,422.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

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

The following is a list of accompanying documents:

- Proposed Resolution
- Proposed Amendment 2
- Original Agreement
- Amendment 1
- Form SFEC-126

For questions on this matter, please contact me at (628) 271-6178, reanna.albert@sfdph.org.

Thank you for your time and consideration.

Sincerely,

Reanna Albert

Reanna Albert
Senior Contracts Analyst
Office of Contracts Management and Compliance
DPH Business Office

cc: Dr. Grant Colfax, Director of Health
Greg Wagner, Chief Operating Officer
Michelle Ruggels, Director, DPH Business Office

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

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

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

reanna.albert@sfdph.org – office 621-271-6178 – fax 415 252-3088

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



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 231151

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Reanna Albert	628-271-6178
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
DPH Department of Public Health	reanna.albert@sfdph.org

5. CONTRACTOR	
NAME OF CONTRACTOR Latino Commission on Alcohol and Drug Abuse Services	TELEPHONE NUMBER 650-244-1444
STREET ADDRESS (including City, State and Zip Code) 1001 Sneath Lane, Suite 307, San Bruno, CA 94066	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 231151
DESCRIPTION OF AMOUNT OF CONTRACT Not to exceed \$17,598,422		
NATURE OF THE CONTRACT (Please describe) Provide substance use disorder treatment services.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Aldana	Olga	Board of Directors
2	Rodriguez	Dee Dee	Board of Directors
3	Sandoval	Suzy	Board of Directors
4	Camarillo	Debra	CEO
5	Zatarian	Rosario	Other Principal Officer
6			
7			
8			
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16			
17			
18			
19			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20			
21			
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38			

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
<input type="checkbox"/>	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
---	---------------------------

From: [Albert, Reanna \(DPH\)](#)
To: [Calvillo, Angela \(BOS\)](#); [BOS Legislation, \(BOS\)](#)
Cc: [Colfax, Grant \(DPH\)](#); [Wagner, Greg \(DPH\)](#); [Ruggels, Michelle \(DPH\)](#); [Longhitano, Robert \(DPH\)](#); [Validzic, Ana \(DPH\)](#); [Altman, Claire \(DPH\)](#); [Neukrug, Sarah \(DPH\)](#); [Rocha, Maximilian \(DPH\)](#); [Goodwin, Dean \(DPH\)](#); [Hiramoto, Kelly \(DPH\)](#)
Subject: Agreement Amendment - Latino Commission - Substance Use Disorder Treatment Services - Not to Exceed \$17,598,422
Date: Friday, November 3, 2023 2:37:09 PM
Attachments: [0. Latino Commission DPH Cover Letter.pdf](#)
[1. Latino Commission 11177 Proposed Resolution Amend 2.pdf](#)
[1. Latino Commission 11177 Proposed Resolution Amend 2.docx](#)
[2. Latino Commission 11177 Proposed Amend 2.pdf](#)
[3. Latino Commission 11177 Original Agreement.pdf](#)
[4. Latino Commission 11177 Amend 1.pdf](#)
[5. Latino Commission 11177 SFEC Form 126f4.pdf](#)

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- Proposed Amendment 2
- Original Agreement
- Amendment 1
- Form SFEC-126f(4)

Thank you for your time and consideration.

Reanna Albert
Senior Contracts Analyst
Office of Contracts Management and Compliance
DPH Business Office