

File No. 260438

Committee Item No. 5

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 20, 2026

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
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| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Notice of Award/Award Letter                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
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#### OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Original Agreement 7/1/2023</u>             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Request for Grant Applications 3/6/2023</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PSC 44670-1617 5/3/2023</u>                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PSC 46987-1617 8/31/2023</u>                |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DPH Presentation 5/20/2026</u>              |
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Completed by: Brent Jalipa Date May 14, 2026

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Agreement Amendment - Richmond Area Multi Services, Inc. - Integrated Behavioral Health  
2 and Case Management Services - Not to Exceed \$15,010,725]

3 **Resolution approving Amendment No. 1 to the agreement between the City and County**  
4 **of San Francisco, acting by and through, the Department of Public Health (DPH), and**  
5 **Richmond Area Multi Services, Inc., to provide integrated behavioral**  
6 **health and case management services at 15 of the high school-based Wellness**  
7 **Centers, to extend the term by two years from June 30, 2026, for a new term of July 1,**  
8 **2023, through June 30, 2028, and to increase the amount by \$5,594,232 for a new total**  
9 **not to exceed amount of \$15,010,725 and to authorize DPH to enter into amendments or**  
10 **modifications to the agreement that do not materially increase the obligations or**  
11 **liabilities to the City and are necessary to effectuate the purposes of the agreement or**  
12 **this Resolution.**

13  
14 WHEREAS, On March 6, 2023, the Department of Public Health (DPH) issued a  
15 Request for Grant Applications (SFGOV-0000007782) for Mental Health Services Act (MHSA)  
16 Wellness Initiative at San Francisco Unified School District (SFUSD) high schools; and

17 WHEREAS, Richmond Area Multi Services, Inc. submitted a proposal and was the  
18 highest ranked proposer; and

19 WHEREAS, DPH awarded the contract to Richmond Area Multi Services, Inc.; and

20 WHEREAS, The contract is consistent with the Department of Human Resources  
21 approval on behalf of the Civil Service Commission obtained on August 31, 2023, and May 3,  
22 2023, respectively, under PSC number 46987-16/17 and PSC number 44670-16/17; and

23 WHEREAS, On July 1, 2023, DPH and Richmond Area Multi Services, Inc. entered into  
24 an agreement for integrated behavioral health and case management services (“Original  
25 Agreement”); and

1           WHEREAS, The Original Agreement has a term of July 1, 2023, through June 30,  
2 2026, and a not to exceed amount of \$9,416,493; and

3           WHEREAS, DPH wishes to amend the agreement by extending the term to June 30,  
4 2028, and increasing the maximum expenditure by \$5,594,232 to \$15,010,725 (the “First  
5 Amendment”); and

6           WHEREAS, The First Amendment is consistent with the Civil Service Commission’s  
7 approval obtained on August 31, 2023, under PSC number DHRPSC0001937; and

8           WHEREAS, Charter, Section 9.118(b) requires Board of Supervisors approval by  
9 Resolution of any contract which, when entered into, extends over 10 years, and of any  
10 contract which, when entered into, costs the City \$10,000,000 or more; and

11           WHEREAS, The proposed amendment contained in File No. 260438, is substantially in  
12 final form, with all material terms and conditions included, and only remains to be executed by  
13 the parties upon approval of this Resolution; now, therefore, be it

14           RESOLVED, That the Board of Supervisors hereby approves the amendment in  
15 substantially the form contained in File No. 260438; and, be it

16           FURTHER RESOLVED, That the Board of Supervisors authorizes DPH to make any  
17 modifications to the amendment, prior to its final execution by all parties, that DPH  
18 determines, in consultation with the City Attorney, are consistent with this Resolution, in the  
19 best interest of the City, do not materially increase the obligations or liabilities of the City, are  
20 necessary or advisable to effectuate the purposes of the amendment, and are in compliance  
21 with all applicable laws, including the City’s Charter; and, be it

22           FURTHER RESOLVED, That within 30 days of the amendment being fully executed by  
23 all parties, DPH shall submit to the Clerk of the Board of Supervisors a completely executed  
24 copy for inclusion in File No. 260438; this requirement and obligation resides with the  
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1 Department, and is for purposes of having a complete file only, and in no manner affects the  
2 validity of approved amendment.

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7 RECOMMENDED

8     /s/    

9 Daniel Tsai

10 Director of Health

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<b>Item 5</b> <b>File 26-0438</b>	<b>Department:</b> Department of Public Health
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>The proposed resolution would approve the first amendment to the agreement between the Department of Public Health (DPH) and Richmond Area Multi-Services, Inc., (RAMS) to extend the agreement term by two years, from June 30, 2026 to June 30, 2028, and increase the maximum agreement amount by \$5,594,232 for a new total not-to-exceed amount of \$15,010,725.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>The program provides funding for behavioral health and substance use disorder screening and treatment at 15 San Francisco Unified School District (SFUSD) high schools.</li> <li>The FY 2023-24 program monitoring report showed that the RAMS Wellness Centers had an overall rating of “4 – Commendable/Exceeds Standards.” However, the data within the program monitoring report was incomplete. DPH subsequently reported that the programs served 1,063 clients in FY 2023-24 and 1,011 in FY 2024-25, provided approximately 9,000 hours of direct service in each year, and that the programs are performing “very well.” Performance data for the behavioral outpatient program indicate that treatment has met DPH standards.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>The proposed programs cost \$2.8 million per year and are funded by State/Federal funds (25 percent) and General Fund and Children’s Baseline (75 percent).</li> <li>To meet budget reduction targets for the General Fund, DPH and RAMS are working to reduce \$1.3 million in annual spending across all DPH-funded RAMS contracts. The reduction will reduce the size of the substance use disorder program starting in FY 2026-27.</li> </ul> <p style="text-align: center;"><b>Policy Consideration</b></p> <ul style="list-style-type: none"> <li>SFUSD is eligible to bill private insurance and Medi-Cal as of February 2026 under the State's Children and Youth Behavioral Health Initiative (CYBHI) Fee Schedule. However, the proposed agreement does not currently seek state reimbursement via this pathway, which could reduce the City’s General Fund contribution for this and other contracts. According to the Department, SFUSD does not yet have the infrastructure in place to participate in the CYBHI program. We note that at least 160 school systems in California have already obtained reimbursement from this new State program.</li> </ul> <p style="text-align: center;"><b>Recommendations</b></p> <ul style="list-style-type: none"> <li>Request DPH re-assess program performance for FY 2023-24 and undertake complete program monitoring for all funded programs in subsequent years.</li> <li>Request DPH and SFUSD report back to the Board of Supervisors by June 1, 2027 on the implementation of participating in the State's Children and Youth Behavioral Health Initiative and fiscal impact to City-funded school-based behavioral health programs.</li> <li>Approve the proposed resolution.</li> </ul>	

**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**

The Department of Public Health (DPH) issued a competitive solicitation in March 2023 for integrated behavioral health and case management services, including substance use prevention and early intervention, at 15 San Francisco Unified School District (SFUSD) high school Wellness Centers. Services are targeted toward students, their families, and school staff, with special focus on students with behavioral health and substance use concerns, as well as hard-to-reach communities including LGBTQ, Chinese, and gang-involved youth.

According to the Request for Grant Applications (RFGA), the Mental Health Services Act Wellness Initiative is a partnership between the DPH Children, Youth and Families System of Care, SFUSD, and the Department of Children, Youth and Their Families (DCYF) aimed at improving the health, well-being, and academic success of San Francisco's public high school students. The Initiative funds these onsite high school Wellness Centers to provide a safe and confidential setting to help teens build skills to cope with issues such as stress, trauma, suicide, bullying, depression, self-esteem, drug and alcohol use, sexual health, and relationships. Core services of the Initiative include outreach and promotion, screening and assessment, mental health consultation, and both individual and group therapeutic services.

According to the RFGA, applicants were assessed on the following criteria: screening of minimum qualifications (pass/fail), response and approach to the grant plan (maximum of 50 points), experience and past performance (maximum of 40 points), and budget (maximum of 10 points) for a total possible score of 100 points.<sup>1</sup> As shown in Exhibit 1, Richmond Area Multi-Services, Inc. (RAMS) received the highest score out of five total applicants and was awarded the contract.

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<sup>1</sup> The technical review panel reviewing the proposals included the following: Manager 1, MS Wellness Initiative & Grant Services for the San Francisco Unified School District (SFUSD); Division Director of School-Based Services for the Santa Clara County Health System; Early Childhood Mental Health Consultation Initiative Lead Coordinator for the San Francisco Department of Public Health (SFDPH); School Social Worker for SFUSD; and Lead Coordinator & Clinical Supervisor for SFDPH.

**Exhibit 1: Proposers and Scores for RFGA for Mental Health Services Act Wellness Initiative**

<b>Proposer</b>	<b>Score</b>
Richmond Area Multi-Services, Inc.	97.20
Huckleberry Youth Programs	92.40
UCSF	90.40
Westside Community Services	83.20
Bay View Hunters Point Foundation	81.60

Source: DPH Solicitation Summary Report

DPH entered into an original agreement with RAMS for a three-year term from July 1, 2023 through June 30, 2026 and a total contract amount not to exceed \$9,416,493.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would approve the first amendment to the agreement between DPH and RAMS to extend the agreement term by two years, from June 30, 2026 to June 30, 2028, and increase the maximum agreement amount by \$5,594,232 for a new total not-to-exceed amount of \$15,010,725. The proposed resolution would also authorize DPH to enter into amendments or modifications to the agreement that do not materially increase the obligations or liabilities to the City.

Under the contract, RAMS provides the following services outlined in Exhibit 1. The Wellness Centers are located at the following 15 high schools: (1) Academy of San Francisco, (2) Philip and Sala Burton Academic High School, (3) Downtown High School, (4) Galileo Academy of Science & Technology High School, (5) June Jordan High School, (6) Abraham Lincoln High School, (7) Lowell Alternative High School, (8) Mission High School, (9) Thurgood Marshall High School, (10) John O’Connell Alternative High School, (11) School of the Arts, (12) SF International High School, (13) Raoul Wallenberg High School, (14) George Washington High School, and (15) Ida B. Wells High School.

**Exhibit 2: Scope of Services Description for Proposed RAMS Contract for High School Wellness Centers**

<b>Program Name</b>	<b>Service Description</b>
Behavioral Health	<p>Provides behavioral health and case management services at 15 San Francisco Unified School District (SFUSD) high schools. Services target students with behavioral health concerns and hard-to-reach populations, such as LGBTQ, Chinese, and gang-involved youth. The number of clients served is not clear in the contract materials.</p> <p>Key services include outreach and promotion, behavioral health assessments, case management, crisis intervention, and short, medium, and long-term individual and group counseling.</p>
Substance Use Disorder (SUD)	<p>Provides substance use early intervention and case management services at 15 SFUSD high schools.</p> <p>Activities include substance use education, early intervention counseling, and referrals to higher levels of care.</p> <p>The current contract provides funding for 150 clients per year; however, the size of the program will be reduced starting in FY 2026-27.</p>

Source: Proposed Contract Amendment

**Program Performance**

In 2025, DPH completed FY 2023-24 program monitoring for the RAMS Wellness Centers, which included a site visit on June 5, 2025. The FY 2023-24 program monitoring report showed that the RAMS Wellness Centers had an overall rating of “4 – Commendable/Exceeds Standards.” However, the data within the program monitoring report was incomplete so we cannot assess the complete performance of these programs. Each section of the FY 2023-24 monitoring covered different parts of the Behavioral Health program and the report did not review the Substance Use Disorder program. Further, results did not align with the current or proposed contract client counts and units of service. DPH subsequently reported that the programs served 1,063 clients in FY 2023-24 and 1,011 in FY 2024-25, provided approximately 9,000 hours of direct service in each year, and that the programs are performing “very well.” Performance data for the behavioral outpatient program indicate that treatment has met DPH standards.

We recommend DPH re-assess program performance for FY 2023-24 and undertake complete program monitoring for all funded programs in subsequent years.

Fiscal and Compliance Monitoring

The Human Services Agency and the Department of Public Health conducted citywide fiscal and compliance monitoring for RAMS for FY 2025-26 and identified no findings. In addition, DPH staff reviewed financial documents for RAMS in April 2026 as part of a review of the fiscal health of the agency for the period from FY 2014-15 to FY 2024-25. According to a DPH memo, DPH’s

Business Office of Contract Compliance rated RAMS a “low risk” agency. According to the memo, agencies with this rating have solid financials and the capability to absorb some losses in turbulent times, as well as the financial capability to take on new programs and expand.

**FISCAL IMPACT**

The proposed amendment would increase the agreement’s not-to-exceed amount by \$5,594,232 while providing 24 additional months services at the high school-based Wellness Centers from July 1, 2026 to June 30, 2028. Contract spending details are shown in Exhibit 3 below.

**Exhibit 3: Proposed Grant Budget and Actual Expenditures**

	Current Contract			Proposed		Total
	FY 2023-24 Actual	FY 2024-25 Budget	FY 2025-26 Budget	FY 2026-27	FY 2027-28	
<b>Behavioral Health</b>	\$2,351,219	\$2,387,226	\$2,426,022	\$2,426,022	\$2,426,022	\$12,016,511
<b>Substance Use Disorder</b>	382,382	391,942	394,147	394,147	394,147	1,956,765
<b>Cost of Doing Business Increase</b>	10,462	6,054	2,482	5,992	9,550	34,540
<b>Underspending</b>	(14,515)					(14,515)
<b>Subtotal</b>	2,729,548	2,785,222	2,822,651	2,826,161	2,829,719	13,993,301
<b>Contingency (12%)</b>						1,017,424*
<b>Total</b>			<b>\$8,337,421</b>			<b>\$15,010,725</b>

\*Contingency amount is based on the budget for FY 2025-26 through FY 2027-28 (three fiscal years).  
Source: Proposed Amendment No. 1 and DPH

The annual budget of approximately \$2.8 million supports 19.85 full-time equivalent direct staff.

**Funding Sources**

The total not-to-exceed amount is funded approximately three percent by federal funds, 19 percent by state Mental Health Services Act funds, three percent by state matching funds, and the remaining 75 percent by local General Fund (58 percent by Department of Children, Youth, and Their Families work order and 17 percent by General Fund).

**Future Funding**

In order to meet the Mayor’s FY 2026-27 budget reduction target, the Department has been working collaboratively with RAMS to identify reductions equal to approximately \$1.3 million across all of its contracts with DPH. Of this total, there are anticipated reductions that will impact the substance use program via a reduction to the units of service delivered. The Department reports that it is continuing to plan for impact mitigation to the greatest extent possible.

**POLICY CONSIDERATION**

SFUSD is eligible to bill private insurance and Medi-Cal as of February 2026 under the State's Children and Youth Behavioral Health Initiative (CYBHI) Fee Schedule. However, the proposed agreement does not currently seek state reimbursement via this pathway, which could reduce the City's General Fund funding for this contract. According to the Department, SFUSD does not yet have the infrastructure in place to participate in the CYBHI program. DPH reports that SFUSD is currently piloting the fee schedule with its internal social workers and is still resolving methodological challenges required for billing, including navigating parent consent regulations, establishing a consistent process for gathering student insurance information, and assessing the fiscal impact of the potential revenues as the fee schedule does not cover the full cost of delivering service. For example, contract costs in FY 2023-24 were \$121 - \$198 per hour however CYBHI reimbursement rates for client-facing work range from \$17 - \$90 per hour for these services. At least 160 school systems have already implemented this program in California.

RAMS determined that it would provide SFUSD an additional year to resolve initial rollout issues before seeking to leverage CYBHI funding. According to DPH, RAMS intends to use this delay to evaluate whether it can develop an insurance-billing model for the school-based setting that does not disrupt continuity and accessibility of care.

**RECOMMENDATIONS**

1. Request DPH re-assess program performance for FY 2023-24 and undertake complete program monitoring for all funded programs in subsequent years.
2. Request DPH and SFUSD report back to the Board of Supervisors by June 1, 2027 on the implementation of the participating in the State's Children and Youth Behavioral Health Initiative and fiscal impact to City-funded school-based behavioral health programs.
3. Approve the proposed resolution.

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

**First Amendment**

THIS **FIRST** AMENDMENT (“Amendment”) is made as of **May 01, 2026**, in San Francisco, California, by and between **Richmond Area Multi-Service, INC.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

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

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

**WHEREAS**, Contractor was competitively selected pursuant to a Request for Proposals entitled MENTAL HEALTH SERVICES ACT (MHSA) WELLNESS INITIATIVE AT SAN FRANCISCO UNIFIED SCHOOL DISTRICT (SFUSD) HIGH SCHOOLS issued 03/06/2023 through Sourcing Event ID SFGOV-0000007782 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

**WHEREAS**, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because local preferences are not permitted by grant and state funding sources and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

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**WHEREAS**, this Amendment is consistent with an approval obtained on 8/31/2023 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number DHRPSC0001937 which authorizes the award of multiple agreements, the total value of which cannot exceed \$349,700,000 and the individual duration of which cannot exceed 11 years; and

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**WHEREAS**, this Amendment is consistent with an approval obtained from the City’s [Board of Supervisors] under [insert resolution number] approved on [insert date of Commission or Board action] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending [Insert End Date]; and

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Now, THEREFORE, the parties 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 01, 2023 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.

1.3      **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.4      **Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations City places on contactors. These changes went into effect January 1, 2026. Articles 141 and 142 were repealed, to the extent those conditions appear in this Agreement, they should be treated as nullified. The dollar value threshold for application for Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 were increased. If the Agreement is valued at less than \$230,000, 12N, 12Y and 101 are not in effect. If the Agreement is valued at \$230,000 or less, 12F and 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Chapter 12L is not in effect. Any clause in the Agreement concerning a condition referenced above that is not in effect shall be treated as nullified.

**Article 2      Modifications of Scope to the Agreement**

The Agreement is hereby modified as follows:

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

2.1      **Term.** The term of this Agreement shall commence on July 01, 2023 and expire on June 30, 2026, unless earlier terminated as otherwise provided herein.

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

2.2      **Term.** The term of this Agreement shall commence on July 01, 2023 and expire on June 30, 2028, unless earlier terminated as otherwise provided herein.

2.2 **Financial Matters.** Section 3.3.1 Calculation of Charges of the Original Agreement currently reads as follows:

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 FOUR HUNDRED SIXTEEN THOUSAND FOUR HUNDRED NINETY THREE DOLLAR (\$9,416,493)**. 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.

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

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **Fifteen Million Ten Thousand Seven Hundred Twenty Five Dollar (\$15,010,725)**, the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not 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.

2.3 **Appendix A, A-1, A-2.** Appendix A, A-1, A-2 is hereby replaced in its entirety by Appendix A, A-1, A-2, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A, A-1, A-2 in any place, the true meaning shall be Appendix A, A-1, A-2, which is a correct and updated version.

2.4 **Appendix B, B-1, B-2.** Appendix B, B-1, B-2 is hereby replaced in its entirety by Appendix B, B-1, B-2, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B, B-1, B-2 in any place, the true meaning shall be Appendix B, B-1, B-2, which is a correct and updated version.

2.5 **Appendix D.** Appendix D is hereby replaced in its entirety by Appendix D, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix D in any place, the true meaning shall be Appendix D, which is a correct and updated version.

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

2.7 **Appendix H.** Appendix H is hereby added and incorporated by Appendix H, attached to this Amendment and incorporated within the Agreement.

### **Article 3 Updates of Standard Terms to the Agreement**

The Agreement is hereby modified as follows:

3.1 **Article 1 Definitions.** *Article 1 of the Agreement is replaced in its entirety to read as follows:*

#### **Article 1 Definitions**

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

1.2 **“Appendices”** means the appendices listed in Article 14 (“Appendices”) herein.

1.3 **“Artificial Intelligence” or “Artificial Intelligence Model”** means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

1.4 **“Artificial Intelligence System”** means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

1.5 **“Business Associate” or “BAA”** has the meaning given to such term under HIPAA and its implementing regulations, including 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103, as may be amended from time to time.

1.6 **“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 the Department of Public Health.

1.7 **“City Data”** means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.8 **“CMD”** means the Contract Monitoring Division of the City.

1.9 **“Confidential Information”** means confidential City information including, but not limited to, personal 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. Confidential Information includes, without limitation, City Data..

1.10 **“Contractor”** means **Richmond Area Multi Service, Inc. 4355 Geary Blvd. San Francisco, CA 94118.**

1.11 **“Deliverable Data”** means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.

1.12 **“Deliverables”** means Contractor’s or its subcontractors’ work product, including any partially completed work product and related materials, resulting from the Services 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.

1.13 **“Generative Artificial Intelligence”** means Artificial Intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the Artificial Intelligence’s training data.

1.14 **“Health Care Component”** has the meaning given to such term under HIPAA and its implementing regulations, including 45 C.F.R. Section 164.103, as may be amended from time to time.

1.15 **“Hybrid Entity”** has the meaning given to such term under HIPAA and its implementing regulations, including 45 C.F.R. Section 164.103, as may be amended from time to time.

1.16 **“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.

1.17 **“Party” and “Parties”** means City and Contractor either individually or collectively.

1.18 **“Personal Identifiable Information (PII)”** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

1.19 **“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.

3.2 **Section 3.3.4 Invoices.** Section 3.3.4 of the Agreement is replaced in its entirety to read as follows:

**3.3.4 Invoicing.** Contractor shall invoice the City for the Services provided under this Agreement on a timely basis, and in no event later than 30 days after delivery of the Services as specified in Appendix B, Calculation of Charges, except for the last invoice of the fiscal year which must be submitted within [15] days before the end of July. Invoices submitted by Contractor 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 3.3.7, 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 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.

3.3 **Section 3.3.6 Getting paid by City for Services.** Section 3.3.6 of the agreement is hereby deleted in its entirety to read as follows:

**3.3.6 Reserved**

3.4 **Section 3.7 Contract Amendments; Budgeting Revisions.** Section 3.7 of the agreement is hereby deleted in its entirety to read as follows:

**3.7 Reserved**

3.5 **Section 4.2.1 Qualified Personnel.** Section 4.2.1 of the Agreement is replaced in its entirety to read as follows:

**4.2.1 Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. 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 sufficient resources for timely completion within the project schedule.

3.6 **Section 4.5 Assignment.** Section 4.5 of the Agreement is replaced in its entirety to read as follows:

**4.5 Assignment.** Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred 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.

3.7 **Section 4.6 Warranty.** Section 4.6 of the agreement is hereby deleted in its entirety to read as follows:

**4.6 Reserved**

3.8 **Section 6.1 Liability of City.** Section 6.1 of the agreement is hereby replaced in its entirety to read as follows:

**6.1 Liability of City.** CITY’S TOTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, “CALCULATION OF CHARGES AND CONTRACT NOT TO EXCEED AMOUNT” 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.

3.9 **Article 10 Additional Requirements Incorporated by Reference.** *Article 10 of the Agreement is replaced in its entirety to read as follows:*

**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/%20](http://www.amlegal.com/codes/client/san-francisco_ca/%20).

**10.2 Governmental-Conduct Related Contractual Obligations.**

**10.2.1 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 City if it becomes aware of any such fact during the term of this Agreement.

**10.2.2 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 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.

**10.2.3 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 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 (12) months after the date 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 ten percent (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.

### **10.3 Employment-Related Contractual Obligations.**

**10.3.1 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of San Francisco Administrative Code Chapter 14B (“LBE Ordinance”).

**10.3.2 Minimum Compensation Ordinance.** San Francisco Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

**10.3.3 Health Care Accountability Ordinance.** San Francisco Labor and Employment Code Article 121 applies to this Agreement. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 121.3 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 Article 121, 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 Article 121. 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.

**10.3.4 First Source Hiring Program.** Contractor must comply with all of the applicable 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.

**10.3.5 Working with Minors.** Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95.

**10.3.6 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) or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq.

**10.3.7 Nondiscrimination in Contracts.** Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

**10.3.8 Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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 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 Article 131.2.

#### **10.4 Environmental-Related Contractual Obligations.**

**10.4.1 Packaged Water Prohibition.** The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. 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.

**10.4.2 Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), 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.

**10.4.3 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.

**10.4.4 Sugar-Sweetened Beverage Prohibition.** The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City.

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.

**10.5 Slavery Era Disclosure. (Reserved)**

**10.6 Nonprofit Contractor Obligations.**

10.6.1 **Good Standing.** If Contractor is a nonprofit organization, 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’s 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 for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.6.2 **Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least \$1,000,000 in City or City-administered funds, 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.

**3.10 Section 11.2 Compliance with Laws Requiring Access for People with Disabilities.**

*The following section is hereby replaced in its entirety to read as follows:*

**11.2 Compliance with Laws Requiring Access for People with Disabilities.**

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 Contractor shall provide technical assistance to City when responding to reasonable accommodation requests from City employees respecting their use of the information content and technology (“ICT”) and/or Services provided under this Agreement.

11.2.3 **Web and Mobile Content Accessibility.** Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice’s Title II Rule on the accessibility of web content and mobile applications Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and the applicable Revised Section 508 Standards published by the U.S. Access Board

(<https://www.access-board.gov/ict/>), as amended from time to time]. Contractor shall ensure that all ICT provided under this Agreement fully conforms to the Department of Justice’s Title II rules and, **if applicable**, the applicable Revised 508 Standard, prior to delivery and before the City’s final acceptance of the Services and/or Deliverables.

3.11 **Section 11.6.3 Health and Human Service Contract Dispute Resolution Procedure.** *The following section is hereby deleted and replaced in its entirety to read as follows:*

**11.6.3 Reserved**

3.12 **Section 11.17 No Third-Party Beneficiaries.** *The following section is hereby added and incorporated in Article 11 of the Agreement:*

**11.17 No Third-Party Beneficiaries.** The representations, warranties and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other person.

3.13 **Section 12.6 Prevention of Fraud, Waste and Abuse.** *The following section is hereby added and incorporated in Article 12 of the Agreement:*

**12.6 Prevention of Fraud, Waste and Abuse.** Contractor shall comply with all laws designed to prevent fraud, waste, and abuse, including, but not limited to, provisions of state and Federal law applicable to healthcare providers and transactions, such as the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn), and California Business & Professions Code § 650. Contractor shall immediately notify City of any suspected fraud, waste, and abuse under state or federal law.

3.14 **Section 12.7 City Revisions to Program Budgets** *The following section is hereby added and incorporated in Article 12 of the Agreement:*

**12.7 Contract Amendments; Budgeting Revisions.**

**12.7.1 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).

**12.7.2 City Revisions to Program Budgets:** The City shall have authority, without the execution of a Formal Amendment, to (1) purchase additional Services within the Statement of Work or (2) reallocate funding among the Services within the Statement of Work. Any change made under this Subsection 12.7.2 must not involve an increase in the Maximum Cost or Amount Not to Exceed or a change to the Term of this Agreement, and must be approved in writing by both Parties, by a person with legal authority to bind their respective Party to its terms. Contractor shall not proceed with any work contemplated in any revision to program budget until Contractor receives written notification from City to commence such work. All

revisions to program budget will become part of this Agreement, after written execution by the Parties, which will then form the new baseline upon which future changes will be measured.

**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.

3.15 **Section 12.8 Health and Human Service Contract Dispute Resolution Procedure.** *The following section is hereby added and incorporated in Article 12 of the Agreement:*

**12.8 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.

3.16 **Article 13 Data and Security.** *Article 13 is hereby replaced in its entirety to read as follows:*

### **Article 13 Data and Security**

#### **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 City Data; Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed 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.

#### **13.2 Payment Card Industry (“PCI”) Requirements. (Reserved)**

**13.3 Business Associate Agreement.** The Parties acknowledge that City is designated as a Hybrid Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and all Health Care Components of the City, including a City department involved in this Agreement, are required to comply with the HIPAA rules governing the access, use, disclosure, transmission, storage, and security of protected health information (PHI).

For purposes of this Agreement, Parties agree that if Contractor is performing a service or function for or on behalf of a City department that is a Health Care Component, where such service or function makes Contractor a Business Associate of City, Contractor must comply with the obligations and conditions contained in the Business Associate Agreement (“BAA”) that shall be attached to this Agreement as Appendix E, and incorporated as though fully set forth herein. Parties agree that if Contractor is not performing a service or function that makes Contractor a Business Associate of City, a BAA is not required and will not be attached to this Agreement. Appendix E will be reserved if a BAA is not required. Contractor, however, must still comply with any data privacy and security laws that apply to Contractor, including, but not limited to, HIPAA, CMIA (Cal. Civ. Code Sec. 56 et.seq.), Cal. Welf. & Inst. Code Sec. 5328, and 42 CFR Part 2.

#### **13.4 Management of City Data.**

**13.4.1 Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City’s prior written consent, which may be withheld or withdrawn at City’s sole discretion. Nothing herein shall be construed to confer any license or right to City Data, 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 and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

**13.4.2 Use of Generative Artificial Intelligence in Deliverables.** Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City’s prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City’s rights in and to the Deliverables under Article 9, “Rights in Deliverables,” or the City Data confidentiality and security requirements under Article 13, “Data and Security,” of this Agreement.

**13.4.3 Disposition of City Data.** Except as otherwise provided for in this Agreement, upon City’s request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall within ten (10) business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments

used in performance of this Agreement (including subcontractors' environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within five (5) business days of the disposal. 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.

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

**13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification.** Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

**13.7 Cybersecurity Risk Assessment.** If a Cybersecurity Risk Assessment ("CRA") was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

#### **Article 4 Effective Date**

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

#### **Article 5 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, Contractor and City have executed this Amendment as of the date first referenced above.

CITY  
Recommended by:

\_\_\_\_\_  
Daniel Tsai  
Director of Health  
San Francisco Department of Public Health

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Approved:

Sailaja Kurella  
Director of the Office of Contract  
Administration, and Purchaser

By: \_\_\_\_\_

CONTRACTOR  
Richmond Area Multi-Services, INC.

\_\_\_\_\_  
Angela Tang, LCSW  
President and CEO  
4355 Geary Blvd  
San Francisco, CA 94118

City Supplier number: 0000012195

**Appendix A**  
**Scope of Services – DPH Behavioral Health Services**

**1. Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Elizabeth Davis**, 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 – High School Wellness Center Initiative

Appendix A-2 – High School Wellness Center Initiative-SUD

**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.

<b>Contractor Name:</b> Richmond Area Multi-Services, Inc.	<b>Appendix A-1</b>
<b>Program Name:</b> RAMS Wellness Centers	<b>Funding Term:</b> 07/01/25 – 06/30/26
	<b>Funding Source:</b>

## 1. Identifiers:

Program Name: RAMS Wellness Centers  
 Program Address: 3626 Balboa Street  
 City, State, Zip: San Francisco, CA 94121  
 Telephone: (415) 668-5955  
 Fax: (415) 668-0246  
 Website Address: www.ramsinc.org

Contractor Address: RAMS Administration, 4355 Geary Blvd.  
 City, State, ZIP: San Francisco, CA 94118

Person Completing this Narrative: Kristin Chun, MFT, Director of Wellness Centers  
 Program & Patty Rodriguez, Chief Operating Officer

Telephone: (415) 800-0699  
 Fax: (415) 751-7336  
 Email Address: kristinchun@ramsinc.org, pattyrodriguez@ramsinc.org

Program Code: 3894-6

Wellness Centers are located at:

- Academy of San Francisco (ASF) (94131)
- Phillip and Sala Burton Academic High School (94134)
- Downtown High School (94107)
- Galileo Academy of Science & Technology High School (94109)
- June Jordan High School (94112)
- Abraham Lincoln High School (94116)
- Lowell Alternative High School (94132)
- Mission High School (94114)
- Thurgood Marshall High School (94124)
- John O'Connell Alternative High School (94110)
- School of the Arts (94131)
- SF International High School (94110)
- Raoul Wallenberg High School (94115)
- George Washington High School (94121)
- Ida B. Wells High School (94117)

## 2. Nature of Document

Original    
 Contract Amendment    
 Request for Program Budget (RPB)

<b>Contractor Name:</b> Richmond Area Multi-Services, Inc.	<b>Appendix A-1</b>
<b>Program Name:</b> RAMS Wellness Centers	<b>Funding Term:</b> 07/01/25 – 06/30/26
	<b>Funding Source:</b>

### 3. Goal Statement

To provide integrated behavioral health and case management services at 15 of the high school-based Wellness Centers .

### 4. Target Population

Fifteen SFUSD high schools (e.g. students & families; administrators & teachers), focusing on students with behavioral health concerns. Additionally, RAMS serves Medi-Cal eligible residents who are not currently served by the SF community mental health system. All San Franciscans under the age 21 who are eligible to receive the full scope of Medi-Cal services and meet medical necessity, but who are not currently receiving the same model of mental health services and not receiving services through capitated intensive case management services, i.e. Intensive Case Management, are eligible for Medi-Cal services.

### 5. Modality(ies)/Interventions

See Appendix B, CRDC pages

### 6. Methodology

RAMS Wellness Centers program’s model and treatment modalities are based on a client-centered, youth-focused, strength-based model with an inter-relational approach. As adolescent students present with a wide scope of issues (e.g. mental health, substance use/abuse, diverse ages, ethnicity, sexuality, socio-economic status), service provision must be comprehensive to assess and respond, while de-stigmatizing therapy and establishing trust. In doing so, RAMS incorporates various culturally relevant evidence-based practices (e.g. Motivational Interviewing, Stages of Change, Brief Intervention Sessions, Beyond Zero Tolerance, Seeking Safety, Trauma-Focused Cognitive Behavioral Therapy, Mindfulness), in working with adolescents. Student outcomes are: improved psychological well-being, positive engagement in school, family & community, awareness & utilization of resources, and school capacity to support student wellness.

#### A. Outreach, recruitment, promotion, and advertisement as necessary.

Facilitated by RAMS staff and interns, outreach & educational activities for students, families, and teachers are on various behavioral health issues (e.g. presentations at school meetings, participating in parent meetings, Back to School Nights, and PTSA meetings); and collaborating with Wellness staff in outreaching to students including general population as well as specific/targeted, hard to reach communities (e.g. LGBTQ, Chinese, gang-involved) by conducting various activities such as presentations (student orientation, classrooms, assemblies, and health fairs), participating in student clubs & associations (culture/interest-based and student government), and other methods (e.g. connecting with Peer Resource, drop-in hours). Outreach is also to those who may benefit from case management, who are dealing with trauma/grief & loss, or families with limited resources.

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	<b>Funding Source:</b>

Behavioral health outreach, awareness, promotion, and educational services are provided to the entire student population, as requested by each school site. Outreach also includes trainings to staff & parents as requested and in doing so, counselors also develop an outline for the presentation which is formatted so that other sites can utilize it. RAMS also utilizes its social networking capability and advertises its services, events and program highlights via RAMS blog, Facebook page, and Twitter.

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

For the Wellness Centers program, students are referred to Wellness Center services by school staff, i.e teachers, academic counselors, deans, etc.; parents; or students themselves. Each student referred receives an assessment. The program primarily utilizes an assessment tool based on the HEADSS model (Home, Education/Employment, Activities, Drugs, Sexuality, and Safety) which identifies protective and risk factors in each area. HEADSS is an adolescent-specific, developmentally appropriate psychosocial interview method that structures questions so as to facilitate communication and to create an empathetic, confidential, and respectful environment. RAMS assesses students for appropriateness of services modality, frequency, and accessibility (location, schedule). RAMS provides services on-site at the Wellness Centers as well as off-site by other community program providers (including RAMS Outpatient Clinic). The type, frequency, and location (on- or off-site) of services are tailored to the client’s acuity & risk, functional impairments, and clinical needs as well as accessibility to community resources (e.g. family support, insurance coverage, ability to pay if needed).

**C. Service delivery mode**

For the Wellness Centers Program, counselors are available from the beginning of the school day to 30 minutes after school. (8:30 a.m. – 4:30 p.m.). During a crisis, the Counselor may stay longer to assist with care transition (e.g. Child Crisis), in consultation with the RAMS Director of Behavioral Health Services, Clinical Supervisor and Wellness Center team. During school breaks, RAMS offers direct services (counseling, case management, crisis intervention) at various locations (e.g., summer school, RAMS Outpatient Clinic, and in the community).

The RAMS model of Wellness services’ treatment modalities & strategies include: multi-lingual and multi-cultural behavioral health (mental health & substance abuse) assessment and individual & group intervention (short, medium, & long-term counseling, collateral); crisis intervention; substance use/abuse services (primary and secondary prevention and outpatient services); clinical case management and service coordination & liaison (community providers, emergency support services); consultation; outreach & educational activities for students & parents and teachers; and collaborating with Wellness staff in outreaching to students including general population as well as specific/targeted, hard to reach communities. Furthermore, RAMS may offer ongoing behavioral health group(s) with topics such as: Anger Management, Life Skills, Mindfulness, 9th grade Transition group, Senior Transition group, etc. The RAMS model focuses on short-term behavioral health counseling and case management services, with longer durations to be assessed in consultation with RAMS supervisors and Wellness team. RAMS Counselors work within the school-based Wellness team under the direction of the Wellness Coordinator, RAMS Director of Behavioral Health Services and Clinical Supervisors.

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For clients receiving Medi-Cal services, the Child and Adolescent Needs and Strengths (CANS) assessment tool is used. The Counselor, in consultation with her/his Clinical Supervisor and/or Program Director, determines clinical and treatment needs and planning (goal development) throughout the service delivery process (informed by the assessment tool data) weighing risk factors that can prompt more immediate on-site services with short term counseling (one to five sessions), medium length (six to 11 sessions), or long term counseling (12 or more sessions, requires DSM diagnosis and potential decompensation). Case reviews by the Clinical Supervisors and/or Program Director are conducted, at minimum, at each service interval (sixth session, 11<sup>th</sup> session, 20<sup>th</sup> session, etc.).

Referrals to off-site services are indicated when:

- Students/family have private/public insurance that covers behavioral health services
- Students referred for services at the end of the school year and/or about to graduate high school
- Students requiring more than once a week counseling (e.g. high risk with suicidal/homicidal ideation; psychosis, etc.) to be linked with a higher levels of care in the community
- Students/families can connect with community services with little or no accessibility barriers

D. Describe your program’s exit criteria and process.

For the Wellness Centers Program, disposition of all cases are conducted in accordance to clinical standards of care, in collaboration with the client and family (and other parties involved), and through providing follow-up and/or referral information/linkage. For clients with ongoing care, termination or step-down process to less intensive treatment services begins when a child/youth has met all or majority of the target goals in the Plan of Care, when his/her target symptoms have decreased or alleviated, and he/she can function at his/her developmental expectation. Stressors are also considered whether the child/youth may decompensate if service is terminated or stepped-down. Students may be referred for other behavioral/mental health or case management services for short-term, early intervention, or assessment only. RAMS counselors take part in ensuring that continuity of care takes place when students transfer or graduate from high school.

E. Program staffing.

See BHS Appendix B Salaries and Benefits page

RAMS Wellness Centers Program services are provided by: Behavioral Health Therapists/Counselors, Trauma/Grief & Loss Group Counselor, eight graduate school interns/trainees, and volunteers. All staff/interns have a Clinical Supervisor and overall program oversight is the responsibility of the Director of Behavioral Health Services/Program Director.

RAMS Wellness Centers Program maintains a school-based internship program; during FY 2025-2026, there are eight graduate school interns/trainees (counseling). All interns are

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	<b>Funding Source:</b>

providing behavioral health services; each intern is supported in their learning process, receiving weekly clinical individual and group supervision, and didactic seminars. These internships are unpaid positions.

F. Mental Health Services Act Programs

1. Consumer participation/engagement: Programs must identify how participants and/or their families are engaged in the development, implementation and/or evaluation of programs. This can include peer-employees, advisory committees, etc.

RAMS is committed to consumer involvement and community input in all elements of program operations, including planning, implementation, and evaluation. This process ensures quality programming, increases effectiveness, and cultural competency. The best informant for the culturally relevant curriculum & program development is the target population, themselves. Effective activities at school-based programs that inform service delivery include: focus groups & meetings with students, families, and school administrators & teachers to identify & address the school’s needs and best practices; anonymous surveys; coordinate a Student Advisory Committee; and engage & foster relationships with consumer community at convenient & easily-accessible venues/platforms (e.g. staff development trainings, PTSA meetings, “free periods,” hosted lunch hour events). All meeting outcomes, evaluations, and reviews are reported to RAMS executive management along with any action plans (e.g. adjustment of service strategies in consideration of cultural relevancy and school-based setting).

2. MHSA Vision: Providers have the attitudes, knowledge and skills needed to understand, communicate with, and effectively serve people across cultures.

RAMS is recognized as a leader in providing culturally competent services (inclusive of providers having the attitudes, knowledge, and skills needed to understand, communicate with, and effectively serve people across all cultures), and our programs’ breadth, depth, and extensiveness have afforded the agency with a highly regarded reputation. It is an integral aspect for organizational and program development, planning, policies & procedures, service implementation, staff recruitment & employment practices, and outreach & referral. Furthermore, as demonstrated by its history and current diverse workforce, RAMS effectively recruits, hires, and retains staff that appropriately reflects cultural and linguistic diversity of the client population. The staff possesses the attitudes, knowledge, and skills to understand, communicate with, and effectively serve individuals across all cultures. When providing services to clients, providers consider all cultural components of the individual including her/his immigration generation, level of acculturation, accessibility of resources & support, and other factors (e.g. age, race/ethnicity, sexuality, socio-economic status, academic needs, neighborhood/defined community, etc.). As such, service delivery is strengths-based, adaptable & flexible, individual and group counseling is provided in the student(s)’s primary/preferred language(s), and involves family participation (as appropriate).

RAMS Wellness capacity includes Spanish, Mandarin, Tagalog, and can easily access the agency’s enhanced capacity of 30 languages (Asian languages, and Russian). As part of RAMS’ efforts to support and further enhance the professional development of its staff (including

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effective engagement strategies), RAMS consistently coordinates for various trainings such as: school-based program-specific trainings, weekly didactic trainings on culturally specific issues, monthly children & youth case conferences, and weekly Wellness program case conferences (only during summer). Training topics are determined in various manners including a needs assessment/survey, emerging issues of clients (e.g. internet addiction), evidenced-based models of care, staff meetings, and feedback from direct service providers and clinical supervisors. In addition, there is an ongoing selection of topics that are provided to ensure retention and enhancement of youth-focused strategies trainings (e.g. intermediate level Motivational Interviewing). RAMS Wellness administrators also meet with Wellness Initiative and School Health representatives monthly and discuss training topics and gaps in skills and services to plan training not only for RAMS Wellness staff, but for Wellness Initiative and school personnel.

## 7. Objectives and Measurements

### A. Standard Objectives:

All applicable objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives.

## 8. Continuous Quality Assurance and Improvement

### A. Achievement of contract performances objectives and productivity

RAMS continuously monitors progress towards contract performance objectives and has established information dissemination and reporting mechanisms to support achievement. All direct service providers are informed about objectives and the required documentation related to the activities and treatment outcomes; for example, staff are informed and prompted about recording client's primary care provider at case opening in Epic. With regards to management monitoring, the Program Director reports progress/status towards each contract objective in the monthly report to executive management (including Deputy Chief/Director of Clinical Services). If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action. The data reported in the monthly report is collected in real time, with its methodology depending on the type of information; for instance, the RAMS Information Technology/Billing Information Systems (IT/BIS) department extracts data from the Epic system to develop a report on units of service per program code/reporting unit. In addition, the Program Director monitors treatment progress (level of engagement after intake, level of accomplishing treatment goals/objectives), treatment discharge reasons, and service utilization review. RAMS also conducts various random chart reviews to review adherence to objectives as well as treatment documentation requirements.

### B. Quality of documentation, including a description of internal audits

The program utilizes various mechanisms to review documentation quality. Client charts are reviewed by clinical supervisors at 6 (short intensity) 12 session (medium intensity) and 20 session (long term) for quality, thoroughness, accuracy and appropriateness of continuation of services. Long-term cases are reviewed by clinical supervisor and Director of Behavioral Health

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	<b>Funding Source:</b>

Services/Program Director, on at least, a quarterly basis. RAMS maintains a system/procedure to ensure that majority of clients receive short-term interventions and that clients receiving medium to long-term interventions are monitored. Services are generally provided to those exhibiting high level of need and whose school attendance is conducive to regular sessions. In addition, two internal audits of charting occur annually – one peer review and one conducted by the director – to monitor compliance to legal and ethical standards of care.

In addition, on a regularly scheduled basis, clinical documentation is reviewed by the service utilization committee (e.g. PURQC); based on their review, the committee determines service authorizations including frequency of treatment and modality/type of services, and the match to client’s progress & clinical needs; feedback is provided to direct clinical staff members. Clinical supervisors also monitor the treatment documentation of their supervisees; most staff meet weekly with their clinical supervisors to review caseload with regard to intervention strategies, treatment plans & progress, documentation, productivity, etc. Psychiatry staff may also conduct a peer chart review in which a sampling of charts are reviewed with feedback.

In addition to the program’s documentation review, the RAMS Administration (quality improvement) conducts a review of randomly selected charts to monitor adherence to documentation standards and protocols. Feedback will be provided directly to staff as well as general summaries at staff meetings.

### C. Cultural Competency of staff and services

RAMS philosophy of care reflects values that recovery & rehabilitation are more likely to occur where the mental health systems, services, and providers have and utilize knowledge and skills that are culturally competent and compatible with the backgrounds of consumers and their families and communities, at large. The agency upholds the Culturally and Linguistically Appropriate Services (CLAS) standards. The following is how RAMS monitors, enhances, and improves service quality:

- Ongoing professional development and enhancement of cultural competency practices are facilitated through a regular training schedule, which includes in-service trainings on various aspects of cultural competency/humility and service delivery (including holistic & complementary health practices, wellness and recovery principles) and case conferences. Trainings are from field experts on various clinical topics; case conference is a platform for the practitioner to gain additional feedback regarding intervention strategies, etc. Professional development is further supported by individual clinical supervision; supervisors and their supervisees’ caseload with regard to intervention strategies, treatment plans & progress, documentation, etc. Furthermore, RAMS holds cultural competency trainings with topics that are identified through various methods, primarily from direct service staff suggestions and pertinent community issues.
- Ongoing review of treatment indicators is conducted by the Program Director (and reported to executive management) on monthly basis; data collection and analysis of treatment engagement.

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- Client’s preferred language for services is noted at intake; during the case assignment process, the Program Director matches client with counselor by taking into consideration language, culture, and provider expertise. RAMS also maintains policies on Client Language Access to Services; Client Nondiscrimination and Equal Access; and Welcoming and Access.
- At least annually, aggregated demographic data of clientele and staff/providers is collected and analyzed by management in order to continuously monitor and identify any enhancements needed.
- Strengthening and empowering the roles of consumers and their families by soliciting feedback on service delivery and identifying areas for improvement (see Section D. Client Satisfaction).
- RAMS maintains policies and procedures to recruit, retain, and promote at all levels a diverse staff and leadership (including Board of Directors) that reflect the multi-cultural, multi-lingual diversity of the community. Other retention strategies include soliciting staff feedback on agency/programmatic improvements (service delivery, staffing resources); this is continuously solicited by the Program Director and executive leadership meets with each program to solicit feedback for this purpose. The agency may disseminates staff satisfaction surveys and Human Resources conducts exit interviews with departing staff. All information is gathered and management explores implementation, if deemed appropriate; this also informs the agency’s strategic plan.
- To ensure accountability at all levels, the RAMS CEO meets with the RAMS Board of Directors on a regular basis (approximately monthly) and provides an update on agency and programs’ activities and matters.

D. Satisfaction with services

RAMS adheres to the BHS satisfaction survey protocols which include dissemination annually or biannually. In addition, the program administers its own satisfaction survey, at case closure (for youth seen for more than six sessions) which include questions around meeting treatment goals, life improvement, and perspectives about counseling. Furthermore, the program conducts focus groups to solicit feedback on services as well as administers satisfaction surveys to students and school staff, to determine areas of strength and challenges to programming. Results of the satisfaction methods are shared at staff meetings, and reported to executive management. All satisfaction survey methods and feedback results are compiled and reported to executive management along with assessment of suggestion implementation.

E. Timely completion and use of outcome data, including CANS

As described in the previous CQI sections, RAMS continuously utilizes available data to inform service delivery to support positive treatment outcomes. Furthermore, in regards to CANS data, upon receipt of BHS-provided data and analysis reports, the Program Director along with RAMS executive management review and analyze the information. Specifically, management reviews

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for trends and any significant changes in overall rating scales. Analysis reports and findings are also shared in staff meetings and program management/supervisors meetings. The analysis may also assist in identifying trainings needs.

**9. Required Language:**

Not Applicable.

<b>Contractor Name:</b> Richmond Area Multi-Services, Inc.	<b>Appendix A-2</b>
<b>Program Name:</b> High School Wellness Center Initiative - SUD	<b>Funding Term:</b> 07/01/25 – 06/30/26
	<b>Funding Source:</b>

### 1. Identifiers:

Program Name: High School Wellness Center Initiative - SUD  
 Program Address: 3626 Balboa Street  
 City, State, Zip: San Francisco, CA 94121  
 Telephone: (415) 668-5955  
 Fax: (415) 668-0246  
 Website Address: www.ramsinc.org

Contractor Address: RAMS Administration, 4355 Geary Blvd.  
 City, State, ZIP: San Francisco, CA 94118

Person Completing this Narrative: Kristin Chun, MFT, Director of Wellness Centers  
 Program & Patty Rodriguez, Chief Operating Officer

Telephone: (415) 800-0699  
 Fax: (415) 751-7336  
 Email Address: kristinchun@ramsinc.org, pattyrodriguez@ramsinc.org

Program Code: 3894-6

Wellness Centers are located at:

- Academy of San Francisco (ASF) (94131)
- Phillip and Sala Burton Academic High School (94134)
- Downtown High School (94107)
- Galileo Academy of Science & Technology High School (94109)
- June Jordan High School (94112)
- Abraham Lincoln High School (94116)
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- Ida B. Wells High School (94117)

### 2. Nature of Document

Original       Contract Amendment       Request for Program Budget (RPB)

### 3. Goal Statement

<b>Contractor Name:</b> Richmond Area Multi-Services, Inc.	<b>Appendix A-2</b>
<b>Program Name:</b> High School Wellness Center Initiative - SUD	<b>Funding Term:</b> 07/01/25 – 06/30/26
	<b>Funding Source:</b>

To provide substance use early intervention and case management services at 15 of the high school-based Wellness Centers.

#### 4. Target Population

Fifteen SFUSD high schools (e.g. students & families; administrators & teachers), focusing on students with substance use concerns or at risk of developing substance use disorder.

#### 5. Modality(ies)/Interventions (aka Activities)

See Appendix B, CRDC pages

#### 6. Methodology

RAMS Wellness Centers program’s model and treatment modalities are based on a client-centered, youth-focused, strength-based model with an inter-relational approach. As adolescent students present with a wide scope of issues (e.g. mental health, substance use/, diverse ages, ethnicity, sexuality, socio-economic status), service provision must be comprehensive to assess and respond, while de-stigmatizing substance use counseling and establishing trust. In doing so, RAMS incorporates various culturally relevant evidence-based practices (e.g. Motivational Interviewing, Stages of Change, Brief Intervention Sessions, Beyond Zero Tolerance, Seeking Safety, Mindfulness), in working with adolescents. Student outcomes are: decreased or no use of substances, increase knowledge of drug/alcohol safety, improved psychological well-being, positive engagement in school, family & community, awareness & utilization of resources, and school capacity to support student wellness.

##### A. Outreach, recruitment, promotion, and advertisement as necessary.

Facilitated by RAMS staff and interns, outreach & educational activities for students, families, and teachers are on various substance use issues (e.g. presentations at school meetings, participating in parent meetings, Back to School Nights, and PTSA meetings); and collaborating with Wellness staff in outreaching to students including general population as well as specific/targeted, hard to reach communities (e.g. LGBTQ, Chinese, gang-involved) by conducting various activities such as presentations (student orientation, classrooms, assemblies, and health fairs), participating in student clubs & associations (culture/interest-based and student government), and other methods (e.g. connecting with Peer Resource, drop-in hours).

Substance use outreach, awareness, promotion, and educational services can be provided to the entire student population, as requested by each school site. Outreach also includes trainings to staff & parents as requested and in doing so, counselors also develop an outline for the presentation which is formatted so that other sites can utilize it. RAMS also utilizes its social networking capability and advertises its services, events and program highlights via RAMS blog, Facebook page, and Twitter.

<b>Contractor Name:</b> Richmond Area Multi-Services, Inc.	<b>Appendix A-2</b>
<b>Program Name:</b> High School Wellness Center Initiative - SUD	<b>Funding Term:</b> 07/01/25 – 06/30/26
	<b>Funding Source:</b>

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

For the Wellness Centers program, students are referred to Wellness Center services by school staff (i.e. teachers, academic counselors, deans, etc.; parents, or students themselves) or students can self-refer. Each student referred receives a comprehensive behavioral health assessment. The program primarily utilizes an assessment tool based on the HEADSS model (Home, Education/Employment, Activities, Drugs, Sexuality, and Safety) which identifies protective and risk factors in each area. HEADSS is an adolescent-specific, developmentally appropriate psychosocial interview method that structures questions so as to facilitate communication and to create an empathetic, confidential, and respectful environment. RAMS assesses students for appropriateness of services modality, frequency, and accessibility (location, schedule). RAMS provides services on-site at the Wellness Centers as well as off-site by other community program providers (including RAMS Outpatient Clinic). The type, frequency, and location (on- or off-site) of services are tailored to the client’s acuity & risk, functional impairments, and clinical needs as well as accessibility to community resources (e.g. family support, insurance coverage, ability to pay if needed).

Clients are eligible for services regardless of insurance type, as long as they are a student of SFUSD.

C. Service delivery model

For the Wellness Centers Program, counselors are available from the beginning of the school day to 30 minutes after school. (8:30 a.m. – 4:30 p.m.). During a crisis, the Counselor may stay longer to assist with care transition (e.g. Child Crisis), in consultation with the RAMS Director of Behavioral Health Services, Clinical Supervisor and Wellness Center team. During school breaks, RAMS offers direct services as needed (counseling, case management, crisis intervention) at various locations (e.g., summer school, RAMS Outpatient Clinic, and in the community).

The RAMS model of Wellness services’ treatment modalities & strategies include multi-lingual and multi-cultural substance use education, early intervention counseling and referral/linkage. Furthermore, RAMS may offer ongoing substance use early invention group(s) with topics such as: Drug Education & Safety, Healthy Coping Skills, or drug specific prevention & information.

The RAMS model focuses on short-term substance use early intervention counseling and case management services, with longer durations to be assessed in consultation with RAMS supervisors and Wellness team. RAMS Counselors work within the school-based Wellness team under the direction of the Wellness Coordinator, RAMS Director of Behavioral Health Services and Clinical Supervisors.

The Counselor, in consultation with her/his Clinical Supervisor and/or Program Director, determines clinical and treatment needs and planning (goal development) throughout the service delivery process (informed by the assessment tool data) weighing risk factors that can prompt more immediate on-site services with short term counseling (one to five sessions), medium length (six to 11 sessions), or long term counseling (12 or more sessions, requires DSM

<b>Contractor Name:</b> Richmond Area Multi-Services, Inc.	<b>Appendix A-2</b>
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	<b>Funding Source:</b>

diagnosis and potential decompensation). Case reviews by the Clinical Supervisors and/or Program Director are conducted, at minimum, at each service interval

Referrals to off-site services are indicated when:

- Students requiring more than once a week counseling (e.g. level of substance use is at use or dependency stage) to be linked with a higher levels of care in the community. Referrals will go through DPH SUD referral hub.
- Students/family have private/public insurance that covers behavioral health services
- Students referred for services at the end of the school year and/or about to graduate high school
- Students/families can connect with community services with little or no accessibility barriers

D. Describe your program’s exit criteria and process, e.g. successful completion.

For the Wellness Centers Program, disposition of all cases are conducted in accordance to clinical standards of care, in collaboration with the client and family (and other parties involved), and through providing follow-up and/or referral information/linkage. For clients with ongoing care, termination or step-down process to less intensive treatment services begins when a child/youth has met all or majority of the target goals in the Plan of Care, when his/her target symptoms have decreased or alleviated, and he/she can function at his/her developmental expectation. Stressors are also considered whether the child/youth may decompensate if service is terminated or stepped-down. Students may be referred for other substance use services, behavioral/mental health or case management services for short-term, early intervention, or assessment only. Substance Use referrals will go through SFDPH CYF SUD Division. RAMS counselors take part in ensuring that continuity of care takes place when students transfer or graduate from high school.

E. Program staffing.

See BHS Appendix B Salaries and Benefits page

RAMS Wellness Centers Program services are provided by: Behavioral Health Therapists/Counselors, Trauma/Grief & Loss Group Counselor, eight graduate school interns/trainees, and volunteers. All staff/interns have a Clinical Supervisor and overall program oversight is the responsibility of the Director of Behavioral Health Services/Program Director. All staff/interns/supervisors are trained/have experience in providing assessment, prevention, early intervention in youth substance use and have access to resource to link/connect youth for further intervention where indicated.

RAMS Wellness Centers Program maintains a school-based internship program; during FY 2025-2026, there are eight graduate school interns/trainees (counseling). All interns are providing behavioral health services; each intern is supported in their learning process, receiving weekly clinical individual and group supervision, and didactic seminars. These internships are unpaid positions.

<b>Contractor Name:</b> Richmond Area Multi-Services, Inc.	<b>Appendix A-2</b>
<b>Program Name:</b> High School Wellness Center Initiative - SUD	<b>Funding Term:</b> 07/01/25 – 06/30/26
	<b>Funding Source:</b>

## 7. Objectives and Measurements

### A. Standard Objectives:

All applicable objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS SUD Performance Objectives.

## 8. Continuous Quality Assurance and Improvement

### A. Achievement of contract performances objectives and productivity

RAMS continuously monitors progress towards contract performance objectives and has established information dissemination and reporting mechanisms to support achievement. All direct service providers are informed about objectives and the required documentation related to the activities and treatment outcomes. With regards to management monitoring, the Program Director reports progress/status towards each contract objective in the monthly report to executive management (including Chief Clinical Officer). If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action. The data reported in the monthly report is collected in real time, with its methodology depending on the type of information; for instance, data from Salesforce database is extracted to develop a report on units of service. In addition, the Program Director monitors treatment progress (level of engagement after intake, level of accomplishing treatment goals/objectives), treatment discharge reasons, and service utilization review. RAMS also conducts various random chart reviews to review adherence to objectives as well as treatment documentation requirements.

### B. Quality of documentation, including a description of internal audits

The program utilizes various mechanisms to review documentation quality. Client charts are reviewed by clinical supervisors at 6 (short intensity), 12 session (medium intensity), and 20 session (long term) for quality, thoroughness, accuracy and appropriateness of continuation of services. RAMS maintains a system/procedure to ensure that majority of clients receive short-term interventions and that clients receiving medium to long-term interventions are monitored. Services are generally provided to those exhibiting high level of need and whose school attendance is conducive to regular sessions. In addition, two internal audits of charting occur annually – one peer review and one conducted by the director – to monitor compliance to legal and ethical standards of care.

In addition, on a regularly scheduled basis, clinical documentation is reviewed by the service utilization committee (e.g. PURQC); based on their review, the committee determines service authorizations including frequency of treatment and modality/type of services, and the match to client's progress & clinical needs; feedback is provided to direct clinical staff members. Clinical supervisors also monitor the treatment documentation of their supervisees; most staff meet weekly with their clinical supervisors to review caseload with regard to intervention strategies, treatment plans & progress, documentation, productivity, etc. Psychiatry staff may also conduct a peer chart review in which a sampling of charts are reviewed with feedback.

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<b>Program Name:</b> High School Wellness Center Initiative - SUD	<b>Funding Term:</b> 07/01/25 – 06/30/26
	<b>Funding Source:</b>

In addition to the program’s documentation review, the RAMS Administration (quality improvement) conducts a review of randomly selected charts to monitor adherence to documentation standards and protocols. Feedback will be provided directly to staff as well as general summaries at staff meetings.

C. Cultural Competency of staff and services

RAMS philosophy of care reflects values that recovery & rehabilitation are more likely to occur where the mental health systems, services, and providers have and utilize knowledge and skills that are culturally competent and compatible with the backgrounds of consumers and their families and communities, at large. The agency upholds the Culturally and Linguistically Appropriate Services (CLAS) standards. The following is how RAMS monitors, enhances, and improves service quality:

- Ongoing professional development and enhancement of cultural competency practices are facilitated through a regular training schedule, which includes in-service trainings on various aspects of cultural competency/humility and service delivery (including holistic & complementary health practices, wellness and recovery principles) and case conferences. Trainings are from field experts on various clinical topics; case conference is a platform for the practitioner to gain additional feedback regarding intervention strategies, etc. Professional development is further supported by individual clinical supervision; supervisors and their supervisees’ caseload with regard to intervention strategies, treatment plans & progress, documentation, etc. Furthermore, RAMS holds cultural competency trainings with topics that are identified through various methods, primarily from direct service staff suggestions and pertinent community issues.
- Ongoing review of treatment indicators is conducted by the Program Director (and reported to executive management) on monthly basis; data collection and analysis of treatment engagement.
- Client’s preferred language for services is noted at intake; during the case assignment process, the Program Director matches client with counselor by taking into consideration language, culture, and provider expertise. RAMS also maintains policies on Client Language Access to Services; Client Nondiscrimination and Equal Access; and Welcoming and Access.
- At least annually, aggregated demographic data of clientele and staff/providers is collected and analyzed by management in order to continuously monitor and identify any enhancements needed.
- Strengthening and empowering the roles of consumers and their families by soliciting feedback on service delivery and identifying areas for improvement (see Section D. Client Satisfaction).

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<b>Program Name:</b> High School Wellness Center Initiative - SUD	<b>Funding Term:</b> 07/01/25 – 06/30/26
	<b>Funding Source:</b>

- RAMS maintains policies and procedures to recruit, retain, and promote at all levels a diverse staff and leadership (including Board of Directors) that reflect the multi-cultural, multi-lingual diversity of the community. Other retention strategies include soliciting staff feedback on agency/programmatic improvements (service delivery, staffing resources); this is continuously solicited by the Program Director and executive leadership meets with each program to solicit feedback for this purpose. The agency may disseminates staff satisfaction surveys and Human Resources conducts exit interviews with departing staff. All information is gathered and management explores implementation, if deemed appropriate; this also informs the agency’s strategic plan.
- To ensure accountability at all levels, the RAMS CEO meets with the RAMS Board of Directors on a regular basis (approximately monthly) and provides an update on agency and programs’ activities and matters.

D. Satisfaction with services

RAMS administers its own satisfaction survey, at case closure, which include questions around meeting treatment goals, life improvement, and perspectives about counseling. Furthermore, the program conducts focus groups to solicit feedback on services as well as administers satisfaction surveys to students and school staff, to determine areas of strength and challenges to programming. Results of the satisfaction methods are shared at staff meetings, and reported to executive management. All satisfaction survey methods and feedback results are compiled and reported to executive management along with assessment of suggestion implementation. Based on the feedback, quality improvement activities and changes take effect to best serve our clients.

E. Timely completion and use of outcome data

RAMS ensures that clinicians are processing referrals and documentations within the guidelines set by the County. Clinical supervisor monitor and review submission timelines with supervisees and provide guidance for improvement. As described in the previous CQI sections, RAMS continuously utilizes available data to inform service delivery to support positive treatment outcomes. The Program Director along with RAMS executive management review and analyze the information. Analysis reports and findings are also shared in staff meetings and program management/supervisors meetings. The analysis may also assist in identifying trainings needs.

**9. Required Language:**

Not Applicable.

## **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 (15<sup>th</sup>) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

(2) 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 (15<sup>th</sup>) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

### **B. Final Closing Invoice**

(1) 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 - High School Wellness Center Initiative

Appendix B-2 - High School Wellness Center Initiative-SUD

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$1,017,424** 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 12.7 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

<b>Contract Term</b>	<b>Estimated Funding Allocation</b>
July 1, 2023 to June 30, 2024	\$2,729,548
July 1, 2024 to June 30, 2025	\$2,722,397
July 1, 2025 to June 30, 2026	\$2,822,651
July 1, 2026 to June 30, 2027	\$2,826,161
July 1, 2027 to June 30, 2028	\$2,892,544
<b>Subtotal</b>	<b>\$13,993,301</b>
Contingency @ 12% (July 1, 2025 to June 30, 2028)	\$1,017,424
<b>Total Revised Not-to-Exceed Amount</b>	<b>\$15,010,725</b>

**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 00343						Appendix B, Page 1
Legal Entity Name/Contractor Name Richmond Area Multi-Services, Inc.						Fiscal Year 2025-2026
Contract ID Number 1000029004						Funding Notification Date 07/31/25
Appendix Number	B-1	B-2	B-#	B-#	B-#	
Provider Number	3894	3894				
Program Name	High School Wellness Center Initiative	High School Wellness Center Initiative-SUD				
Program Code	38946	38946				
Funding Term	07/01/25-06/30/26	07/01/25-06/30/26				
<b>FUNDING USES</b>						<b>TOTAL</b>
Salaries	\$ 1,608,481	\$ 263,026				\$ 1,871,507
Employee Benefits	\$ 402,120	\$ 65,757				\$ 467,877
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>\$ 2,010,601</b>	<b>\$ 328,783</b>	\$ -	\$ -	\$ -	<b>\$ 2,339,384</b>
Operating Expenses	\$ 119,664	\$ 16,961				\$ 136,625
Capital Expenses	\$ -					\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 2,130,265</b>	<b>\$ 345,744</b>	\$ -	\$ -	\$ -	<b>\$ 2,476,009</b>
Indirect Expenses	\$ 298,239	\$ 48,403				\$ 346,642
Indirect %	14.0%	14.0%	0.0%	0.0%	0.0%	14.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 2,428,504</b>	<b>\$ 394,147</b>	\$ -	\$ -	\$ -	<b>\$ 2,822,651</b>
					Employee Benefits Rate	25.0%
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>						
MH FED SDMC FFP (50%) CYF	\$ 87,500					\$ 87,500
MH STATE CYF 2011 PSR	\$ 84,750					\$ 84,750
MH CYF COUNTY General Fund (matched)	\$ 2,750					\$ 2,750
MH WO DCYF MH High School	\$ 795,384					\$ 795,384
MH WO DCYF MH High School	\$ 847,268					\$ 847,268
MH MHSA (CYF)	\$ 165,173					\$ 165,173
MH CYF COUNTY General Fund	\$ 75,690					\$ 75,690
MH MHSA (PEI)	\$ 369,989					\$ 369,989
						\$ -
						\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ 2,428,504</b>	<b>\$ -</b>	\$ -	\$ -	\$ -	<b>\$ 2,428,504</b>
<b>BHS SUD FUNDING SOURCES</b>						
SUD County General Fund		\$ 394,147				\$ 394,147
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ 394,147</b>	\$ -	\$ -	\$ -	<b>\$ 394,147</b>
<b>OTHER DPH FUNDING SOURCES</b>						
						\$ -
						\$ -
						\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	\$ -	\$ -	\$ -	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 2,428,504</b>	<b>\$ 394,147</b>	\$ -	\$ -	\$ -	<b>\$ 2,822,651</b>
<b>NON-DPH FUNDING SOURCES</b>						
						\$ -
						\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	\$ -	\$ -	\$ -	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 2,428,504</b>	<b>\$ 394,147</b>	\$ -	\$ -	\$ -	<b>\$ 2,822,651</b>
Prepared By Eduard Agajanian			Phone Number 408-394-8778			

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

DHCS Legal Entity Number 00343							Appendix Number	B-1
Provider Name Richmond Area Multi-Services, Inc.							Page Number	2
Provider Number 3894							Fiscal Year	2025-2026
Contract ID Number 1000029004							Funding Notification Date	07/31/25
Program Name	High School Wellness Center Initiative							
Program Code	38946	38946	38946	38946	38946	38947		
Mode (MH) or Modality (SUD)	15	45/20-29	45/10-19	45/10-19	45/10-19	45/20-29		
Service Description	Outpatient Services	OS-Cmnty Client Svcs	OS-MH Promotion	OS-MH Promotion	OS-MH Promotion	OS-Cmnty Client Svcs		
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/25-06/30/26	07/01/25-06/30/26	07/01/25-06/30/26	07/01/25-06/30/26	07/01/25-06/30/26	07/01/25-06/30/26		
<b>FUNDING USES</b>							<b>TOTAL</b>	
Salaries & Employee Benefits	\$ 145,701	\$ 662,219	\$ 705,416	\$ 137,519	\$ 63,015	\$ 296,731	\$ 2,010,601	
Operating Expenses	\$ 7,807	\$ 35,487	\$ 37,801	\$ 7,369	\$ 3,379	\$ 27,821	\$ 119,664	
Capital Expenses							\$ -	
<b>Subtotal Direct Expenses</b>	<b>\$ 153,508</b>	<b>\$ 697,706</b>	<b>\$ 743,217</b>	<b>\$ 144,888</b>	<b>\$ 66,394</b>	<b>\$ 324,552</b>	<b>\$ 2,130,265</b>	
Indirect Expenses	\$ 21,492	\$ 97,678	\$ 104,051	\$ 20,285	\$ 9,296	\$ 45,437	\$ 298,239	
Indirect %	14.0%	14.0%	14.0%	14.0%	14.0%	14.0%	14.0%	
<b>TOTAL FUNDING USES</b>	<b>\$ 175,000</b>	<b>\$ 795,384</b>	<b>\$ 847,268</b>	<b>\$ 165,173</b>	<b>\$ 75,690</b>	<b>\$ 369,989</b>	<b>\$ 2,428,504</b>	
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>								
MH FED SDMC FFP (50%) CYF	\$ 87,500						\$ 87,500	
MH STATE CYF 2011 PSR	\$ 84,750						\$ 84,750	
MH CYF COUNTY General Fund (matched)	\$ 2,750						\$ 2,750	
MH WO DCYF MH High School (Base)		\$ 795,384					\$ 795,384	
MH WO DCYF MH High School			\$ 847,268				\$ 847,268	
MH MHSA (CYF)				\$ 165,173			\$ 165,173	
MH CYF COUNTY General Fund					\$ 75,690		\$ 75,690	
MH MHSA (PEI)						\$ 369,989	\$ 369,989	
							\$ -	
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ 175,000</b>	<b>\$ 795,384</b>	<b>\$ 847,268</b>	<b>\$ 165,173</b>	<b>\$ 75,690</b>	<b>\$ 369,989</b>	<b>\$ 2,428,504</b>	
<b>BHS SUD FUNDING SOURCES</b>								
							\$ -	
							\$ -	
							\$ -	
This row left blank for funding sources not in drop-down list							\$ -	
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>OTHER DPH FUNDING SOURCES</b>								
							\$ -	
This row left blank for funding sources not in drop-down list							\$ -	
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 175,000</b>	<b>\$ 795,384</b>	<b>\$ 847,268</b>	<b>\$ 165,173</b>	<b>\$ 75,690</b>	<b>\$ 369,989</b>	<b>\$ 2,428,504</b>	
<b>NON-DPH FUNDING SOURCES</b>								
							\$ -	
This row left blank for funding sources not in drop-down list							\$ -	
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>175,000</b>	<b>795,384</b>	<b>847,268</b>	<b>165,173</b>	<b>75,690</b>	<b>369,989</b>	<b>2,428,504</b>	
<b>BHS UNITS OF SERVICE AND UNIT COST</b>								
Number of Beds Purchased								
SUD Only - Number of Outpatient Group Counseling Sessions								
SUD Only - Licensed Capacity for Narcotic Treatment Programs								
Payment Method	Outpatient Blended Rate (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
Unduplicated Clients (UDC)	25	750	Included	Included	Included	Included		
<b>DPH Units of Service</b>	<b>280.00</b>	<b>3,530</b>	<b>3,760</b>	<b>733</b>	<b>336</b>	<b>1,642</b>		
Unit Type	Hours	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 625.00	\$ 225.32	\$ 225.34	\$ 225.34	\$ 225.27	\$ 225.33	<b>Total UDC</b>	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 625.00	\$ 225.32	\$ 225.34	\$ 225.34	\$ 225.27	\$ 225.33	775.00	

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000029004  
 Program Name High School Wellness Center Initiative  
 Program Code 38946

Appendix Number B-1  
 Page Number 3  
 Fiscal Year 2025-2026  
 Funding Notification Date 07/31/25

Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of service)	Practitioner Type (Select Non Billing provider if the position is not expected to bill this period)	TOTAL		Outpatient		251962-10002-10001799-0006		251962-10002-10001799-0014		251962-17156-10031199-0117		251962-10000-10001670-0001		251984-17156-10031199-0123	
		FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
<b>Funding Term</b>		07/01/25-06/30/26		07/01/25-06/30/26		07/01/25-06/30/26		07/01/25-06/30/26		07/01/25-06/30/26		07/01/25-06/30/26		07/01/25-06/30/26	
<b>Position Title</b>	<b>Practitioner Type (Select from Drop Down)</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>
Program Director	Non Billing Staffing	0.87	\$ 142,289	0.06	\$ 9,995	0.28	\$ 45,427	0.29	\$ 48,390	0.06	\$ 9,434	0.03	\$ 4,323	0.15	\$ 24,720
Clinical Supervisor	Non Billing Staffing	0.99	\$ 122,272	0.07	\$ 8,819	0.32	\$ 40,081	0.35	\$ 42,696	0.07	\$ 8,323	0.03	\$ 3,814	0.15	\$ 18,539
Child Psychiatrist/MD	Non Billing Staffing	0.03	\$ 7,000	0.00	\$ 510	0.01	\$ 2,318	0.01	\$ 2,470	0.00	\$ 481	0.00	\$ 221	0.01	\$ 1,000
Behavioral Health Counselor	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered L	1.00	\$ 96,665	1.00	\$ 96,665										
Behavioral Health Counselor	Non Billing Staffing	14.01	\$ 1,228,177			5.07	\$ 439,348	5.40	\$ 468,006	1.05	\$ 91,237	0.48	\$ 41,807	2.00	\$ 187,779
Office Manager	Non Billing Staffing	0.14	\$ 12,078	0.01	\$ 572	0.03	\$ 2,601	0.03	\$ 2,771	0.01	\$ 540	0.00	\$ 248	0.06	\$ 5,347
			\$ -												
<b>Totals:</b>		17.03	\$ 1,608,481	1.14	\$ 116,561	5.71	\$ 529,775	6.08	\$ 564,333	1.19	\$ 110,015	0.54	\$ 50,412	2.37	\$ 237,385
<b>Employee Benefits:</b>		25.00%	\$ 402,120	25.00%	\$ 29,140	25.00%	\$ 132,444	25.00%	\$ 141,083	25.00%	\$ 27,504	25.00%	\$ 12,603	25.00%	\$ 59,346
<b>TOTAL SALARIES &amp; BENEFITS</b>			<b>\$ 2,010,601</b>		<b>\$ 145,701</b>		<b>\$ 662,219</b>		<b>\$ 705,416</b>		<b>\$ 137,519</b>		<b>\$ 63,015</b>		<b>\$ 296,731</b>

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000029004  
 Program Name High School Wellness Center Initiative  
 Program Code 38946

Appendix Number B-1  
 Page Number 4  
 Fiscal Year 2025-2026  
 Funding Notification Date 07/31/25

Expense Categories & Line Items	TOTAL	Outpatient	251962-10002-10001799-0006	251962-10002-10001799-0014	251962-17156-10031199-0117	251962-10000-10001670-0001	251984-17156-10031199-0123
<b>Funding Term</b>	07/01/25-06/30/26	07/01/25-06/30/26	07/01/25-06/30/26	07/01/25-06/30/26	07/01/25-06/30/26	07/01/25-06/30/26	07/01/25-06/30/26
Rent	\$ 7,922	\$ 656	\$ 2,984	\$ 3,178	\$ 620	\$ 284	\$ 200
Building Depreciation	\$ 1,429	\$ 121	\$ 552	\$ 588	\$ 115	\$ 53	
Utilities (telephone, electricity, water, gas)	\$ 36,970	\$ 2,633	\$ 11,966	\$ 12,747	\$ 2,485	\$ 1,139	\$ 6,000
Building Repair/Maintenance	\$ 4,904	\$ 407	\$ 1,848	\$ 1,969	\$ 384	\$ 176	\$ 120
<b>Occupancy Total:</b>	<b>\$ 51,225</b>	<b>\$ 3,817</b>	<b>\$ 17,350</b>	<b>\$ 18,482</b>	<b>\$ 3,604</b>	<b>\$ 1,652</b>	<b>\$ 6,320</b>
Office & Program Supplies	\$ 4,359	\$ 289	\$ 1,313	\$ 1,399	\$ 273	\$ 125	\$ 960
Furniture Depreciation	\$ 376	\$ 32	\$ 145	\$ 155	\$ 30	\$ 14	
Computer Hardware/Software	\$ 1,088	\$ 71	\$ 324	\$ 345	\$ 67	\$ 31	\$ 250
<b>Materials &amp; Supplies Total:</b>	<b>\$ 5,823</b>	<b>\$ 392</b>	<b>\$ 1,782</b>	<b>\$ 1,899</b>	<b>\$ 370</b>	<b>\$ 170</b>	<b>\$ 1,210</b>
Training/Staff Development	\$ 5,144	\$ 374	\$ 1,702	\$ 1,813	\$ 353	\$ 162	\$ 740
Insurance	\$ 23,776	\$ 1,541	\$ 7,005	\$ 7,462	\$ 1,455	\$ 667	\$ 5,646
Professional Licenses	\$ 547	\$ 26	\$ 117	\$ 124	\$ 24	\$ 11	\$ 245
Software Subscription	\$ 12,911	\$ 928	\$ 4,216	\$ 4,491	\$ 875	\$ 401	\$ 2,000
Equipment Lease & Maintenance	\$ 2,578	\$ 214	\$ 973	\$ 1,036	\$ 202	\$ 93	\$ 60
<b>General Operating Total:</b>	<b>\$ 44,956</b>	<b>\$ 3,083</b>	<b>\$ 14,013</b>	<b>\$ 14,926</b>	<b>\$ 2,909</b>	<b>\$ 1,334</b>	<b>\$ 8,691</b>
Local Travel	\$ 604	\$ 43	\$ 195	\$ 207	\$ 40	\$ 19	\$ 100
Out-of-Town Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Staff Travel Total:</b>	<b>\$ 604</b>	<b>\$ 43</b>	<b>\$ 195</b>	<b>\$ 207</b>	<b>\$ 40</b>	<b>\$ 19</b>	<b>\$ 100</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate, Amounts, and Practitioner Type if Billable Provider)							
Language Line Services, Inc will provide phone as well as on-site in-person interpreting services based on fee schedule described in SOW agreement dated 10/18/2023. For the period of 07/01/2025 to 06/30/2026, RAMS, Inc. will pay Language Line Services up to \$2,014	\$ 2,014	\$ 171	\$ 778	\$ 829	\$ 162	\$ 74	\$ -
<b>Consultant/Subcontractor Total:</b>	<b>\$ 2,014</b>	<b>\$ 171</b>	<b>\$ 778</b>	<b>\$ 829</b>	<b>\$ 162</b>	<b>\$ 74</b>	<b>\$ -</b>
Other (provide detail):							
Recruitment	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500
Client Related Expenses	\$ 11,542	\$ 301	\$ 1,369	\$ 1,458	\$ 284	\$ 130	\$ 8,000
<b>Other Total:</b>	<b>\$ 15,042</b>	<b>\$ 301</b>	<b>\$ 1,369</b>	<b>\$ 1,458</b>	<b>\$ 284</b>	<b>\$ 130</b>	<b>\$ 11,500</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 119,664</b>	<b>\$ 7,807</b>	<b>\$ 35,487</b>	<b>\$ 37,801</b>	<b>\$ 7,369</b>	<b>\$ 3,379</b>	<b>\$ 27,821</b>

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

DHCS Legal Entity Number 00343						Appendix Number	B-2
Provider Name <u>Richmond Area Multi-Services, Inc.</u>						Page Number	5
Provider Number 3894						Fiscal Year	2025-2026
Contract ID Number 1000029004						Funding Notification Date	07/31/25
Program Name	High School Wellness Center Initiative-SUD						
Program Code	38946						
Mode (MH) or Modality (SUD)	SecPrev-18						
Service Description	SA-Sec Prev Early Intervention						
<b>Funding Term (mm/dd/yy-mm/dd/yy):</b>	07/01/25-06/30/26						
<b>FUNDING USES</b>							<b>TOTAL</b>
Salaries & Employee Benefits	\$ 328,783						\$ 328,783
Operating Expenses	\$ 16,961						\$ 16,961
Capital Expenses							\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 345,744</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 345,744</b>
Indirect Expenses	\$ 48,403						\$ 48,403
Indirect %	14.0%	0.0%	0.0%	0.0%	0.0%	0.0%	14.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 394,147</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 394,147</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>							
							\$ -
							\$ -
							\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BHS SUD FUNDING SOURCES</b>							
SUD County General Fund	\$ 394,147						\$ 394,147
							\$ -
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ 394,147</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 394,147</b>
<b>OTHER DPH FUNDING SOURCES</b>							
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 394,147</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 394,147</b>
<b>NON-DPH FUNDING SOURCES</b>							
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>394,147</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>394,147</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method	Cost Reimbursement (CR)						
Unduplicated Clients (UDC)	150						
<b>DPH Units of Service</b>	<b>3,050</b>						
Unit Type	Hours	0	0	0	0		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 129.23	\$ -	\$ -	\$ -	\$ -		<b>Total UDC</b>
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 129.23	\$ -	\$ -	\$ -	\$ -		150



**Appendix B - DPH 4: Operating Expenses Detail**

Contract ID Number 100029004  
 Program Name Richmond Area Multi-Services, Inc.  
 Program Code 38946

Appendix Number B-2  
 Page Number 7  
 Fiscal Year 2025-2026  
 Funding Notification Date 07/31/25

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
<b>Funding Term</b>	07/01/25-06/30/26	07/01/25-06/30/26	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 1,478	\$ 1,478				
Building Depreciation	\$ 273	\$ 273				
Utilities (telephone, electricity, water, gas)	\$ 5,930	\$ 5,930				
Building Repair/Maintenance	\$ 916	\$ 916				
<b>Occupancy Total:</b>	<b>\$ 8,597</b>	<b>\$ 8,597</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Office & Program Supplies	\$ 651	\$ 651				
Furniture Depreciation	\$ 72	\$ 72				
Computer Hardware/Software	\$ 161	\$ 161				
<b>Materials &amp; Supplies Total:</b>	<b>\$ 884</b>	<b>\$ 884</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 844	\$ 844				
Insurance	\$ 3,471	\$ 3,471				
Professional Licenses	\$ 58	\$ 58				
Software Subscription	\$ 2,089	\$ 2,089				
Equipment Lease & Maintenance	\$ 482	\$ 482				
<b>General Operating Total:</b>	<b>\$ 6,944</b>	<b>\$ 6,944</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ 150	\$ 150				
Out-of-Town Travel	\$ -	\$ -				
Field Expenses	\$ -	\$ -				
<b>Staff Travel Total:</b>	<b>\$ 150</b>	<b>\$ 150</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Language Line Services, Inc will provide phone as well as on-site in-person interpreting services based on fee schedule described in SOW agreement dated 10/18/2023. For the period of 07/01/2025 to 06/30/2026, RAMS, Inc. will pay Language Line Services up to \$386	\$ 386	\$ 386				
<b>Consultant/Subcontractor Total:</b>	<b>\$ 386</b>	<b>\$ 386</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Other (provide detail):						
Recruitment	\$ -	\$ -				
Client Related Expenses	\$ -	\$ -				
<b>Other Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 16,961</b>	<b>\$ 16,961</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

Contractor Name <u>Richmond Area Multi-Services, Inc.</u>	Page Number <u>8</u>	
Contract ID Number <u>1000029004</u>	Fiscal Year <u>2025-2026</u>	
	Funding Notification Date <u>07/31/25</u>	

**1. SALARIES & EMPLOYEE BENEFITS**

Position Title	FTE	Amount
Chief Executive Officer	0.080	\$ 20,045
Chief Financial Officer	0.080	\$ 18,299
Deputy Chief	0.080	\$ 14,073
COO / Dir. Of Ops	0.080	\$ 13,745
Director of Community & Workforce Empowerment	0.080	\$ 12,608
Director of Community & Government Affairs	0.080	\$ 12,608
Director of Human Resources	0.080	\$ 12,047
Director of Training	0.145	\$ 18,888
Accounting Staff	0.401	\$ 27,669
HR Staff	0.321	\$ 29,536
Communication Manager	0.020	\$ 2,623
Grants Manager	0.060	\$ 4,955
QI Manager	0.080	\$ 8,783
IT Manager/Support	0.193	\$ 17,701
Executive/Admin Assistant	0.080	\$ 7,151
Janitor/Lead Facilities Tech	0.045	\$ 3,304
<b>Subtotal:</b>	<b>1.905</b>	<b>\$ 224,035</b>
<b>Employee Benefits:</b>	<b>25.0%</b>	<b>\$ 56,009</b>
<b>Total Salaries and Employee Benefits:</b>		<b>\$ 280,044</b>

**2. OPERATING COSTS**

Expenses (Use expense account name in the ledger.)	Amount
Mortgage Interest	\$ 2,177
Depreciation	\$ 2,663
Rental	\$ 414
Utilities	\$ 1,703
Building Repair/Maintenance	\$ 1,418
Office Supplies	\$ 5,507
Training/Staff Development	\$ 955
Insurance	\$ 7,826
Equipment Rental	\$ 998
Local Travel	\$ 412
Audit Fees	\$ 4,576
Payroll Fees	\$ 14,804
Recruitment	\$ 13,032
Meetings and Conferences	\$ 381
Professional Fees	\$ 8,817
Bank Fees	\$ 915
<b>Total Operating Costs</b>	<b>\$ 66,598</b>

<b>Total Indirect Costs</b>	<b>\$ 346,642</b>
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**Total Indirect from DPH 1: \$ 346,642**

**Appendix D**  
**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**  
**THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT**  
**(SAA)**

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Attachment 1 to SAA - System Specific Requirements

## TERMS AND CONDITIONS

The following terms and conditions govern Third Party access to San Francisco Department of Public Health (“Department” and/or “City”) Computer Systems. Third Party access to Department Computer Systems and Department Confidential Information is predicated on compliance with the terms and conditions set forth herein.

### SECTION 1 - “THIRD PARTY” CATEGORIES

1. **Third Party In General:** means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor’s employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.
2. **Treatment Provider:** means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.
3. **Education Institution:** means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.
4. **Health Insurer:** means an entity seeking access to provide health insurance or managed care services for Department patients.

### SECTION 2 - DEFINITIONS

1. **“Agreement”** means an Agreement between the Third Party and Department that necessitates Third Party’s access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.
2. **“Department Computer System”** means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.
3. **“Department Confidential Information”** means information contained in a Department Computer System, including identifiable protected health information (“PHI”) or personally identifiable information (“PII”) of Department patients.
4. **“Third Party”** and/or **“Contractor”** means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.
5. **“User”** means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party’s employees, students/trainees, agents, and subcontractors.

### SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility.** Third Party is responsible for its work force and each Third Party User’s compliance with these Third Party System Access Terms and Conditions.
2. **Limitations on Access.** User’s access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

3. **Qualified Personnel.** Third Party and Department (i.e., training and onboarding) shall ensure that Third Party Users are qualified to access a Department Computer System.

4. **Remote Access/Multifactor Authentication.** Department may permit Third Party Users to access a Department Computer System remotely. Third Party User shall use Department's multifactor authentication solution when accessing Department systems remotely or whenever prompted.

5. **Issuance of Unique Accounts.** Department will issue a unique user account for each User of a Department Computer System. Third Party User is permitted neither to share such credentials nor use another user's account.

6. **Appropriate Use.** Third Party is responsible for the appropriate use and safeguarding of credentials for Department Computer System access issued to Third Party Users. Third Party shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, download, transfer, read, use, or disclose Department Confidential Information other than for the use category described in Section 1 – "Third Party" Categories.

7. **Notification of Change in Account Requirements.** Third Party shall promptly notify Department via Third Party's Report for DPH Service Desk ([dph.helpdesk@sfdph.org](mailto:dph.helpdesk@sfdph.org) in the event that Third Party or a Third Party User no longer has a need to use Department Computer Systems(s), or if the Third Party User access requirements change. Such notification shall be made no later than one (1) business day after determination that use is no longer needed or that access requirements have changed.

8. **Assistance to Administer Accounts.** The Parties shall provide all reasonable assistance and information necessary for the other Party to administer the Third Party User accounts.

9. **Security Controls.** Third Party shall appropriately secure Third Party's computing infrastructure, including but not limited to computer equipment, mobile devices, software applications, and networks, using industry standard tools to reduce the threat that an unauthorized individual could use Third Party's computing infrastructure to gain unauthorized access to a Department Computer System. Third Party shall also take commercially reasonable measures to protect its computing infrastructure against intrusions, viruses, worms, ransomware, or other disabling codes. General security controls include, but are not limited to:

a **Password Policy.** All users must be issued a unique username for accessing City Data. Third Party must maintain a password policy based on information security best practices as required by 45 CFR § 164.308 and described in NIST Special Publication 800-63B.

b **Workstation/Laptop Encryption.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must be configured with full disk encryption using a FIPS 140-2 certified algorithm.

c **Endpoint Protection Tools.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must maintain a current installation of comprehensive anti-virus, anti-malware, anti-ransomware, desktop firewall, and intrusion prevention software with automatic updates scheduled at least daily.

d **Patch Management.** To correct known security vulnerabilities, Third Party shall install security patches and updates in a timely manner on all Third Party-owned workstations, laptops, tablets, smart phones, and similar devices that access Department Computer Systems based on Third Party's risk assessment of such patches and updates, the technical requirements of Third Party's computer systems, and the vendor's written recommendations. If patches and

updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.

e **Mobile Device Management.** Third Party shall ensure both corporate-owned and personally owned mobile devices have Mobile Device Management (MDM) installed. Given the prevalence of restricted data in Third Party's environment, all mobile devices used for Third Party's business must be encrypted. This applies to both corporate-owned and privately-owned mobile devices. At a minimum, the MDM should: Enforce an entity's security policies and perform real-time compliance checking and reporting; Enforce strong passwords/passcodes for access to mobile devices; Perform on-demand remote wipe if a mobile device is lost or stolen; Mandate device encryption.

10. **Auditing Accounts Issued.** Department reserves the right to audit the issuance and use of Third Party User accounts. To the extent that Department provides Third Party with access to tools or reports to audit what Department Confidential Information a Third Party User has accessed on a Department Computer System, Third Party must perform audits on a regular basis to determine if a Third Party User has inappropriately accessed Department Confidential Information.

11. **Assistance with Investigations.** Third Party must provide all assistance and information reasonably necessary for Department to investigate any suspected inappropriate use of a Department Computer Systems or access to Department Confidential Information. The Department may terminate a Third Party' User's access to a Department Computer System following a determination of inappropriate use of a Department Computer System.

12. **Inappropriate Access, Failure to Comply.** If Third Party suspects that a Third Party User has inappropriately accessed a Department Computer System or Department Confidential Information, Third Party must immediately, and within no more than one (1) business day, notify Department.

13. **Policies and Training.** Third Party must develop and implement appropriate policies and procedures to comply with applicable privacy, security and compliance rules and regulations. Third Party shall provide appropriate training to Third Party Users on such policies. Access will only be provided to Third Party Users once all required training is completed.

14. **Third Party Data User Confidentiality Agreement.** Before Department Computer System access is granted, as part of Department's compliance, privacy, and security training, each Third Party User must complete Department's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

15. **Corrective Action.** Third Party shall take corrective action upon determining that a Third Party User may have violated these Third Party System Access Terms and Conditions.

16. **No Technical or Administrative Support.** Except as provided herein or otherwise agreed, the Department will provide no technical or administrative support to Third Party or Third Party User(s) for Department Computer System access; provided, however, that the foregoing does not apply to technical or administrative support necessary to fulfill Third Party's contractual and/or legal obligations, or as required to comply with the terms of this Agreement.

#### **SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS**

1. **Permitted Access, Use and Disclosure.** Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).

2. **Redisclosure Prohibition.** Treatment Providers may not redisclose Department Confidential Information, except as otherwise permitted by law.

3. **HIPAA Security Rule.** Under the HIPAA Security Rule, Treatment Providers must implement safeguards to ensure appropriate protection of protected/electronic health information (PHI/EHI), including but not limited to the following:

- a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;
- b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;
- c) Protect against reasonably anticipated, impermissible uses or disclosures; and
- d) Ensure compliance by their workforce.

## **SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS**

1. **Education Institution is Responsible for its Users.** Education Institutions shall inform Education Institution Users (including students, staff, and faculty) of their duty to comply with the terms and conditions herein. Department shall ensure that all Education Institution Users granted access to a Department Computer System shall first successfully complete Department’s standard staff training for privacy and compliance, information security and awareness, and software-application specific training before being provided User accounts and access to Department Computer Systems.

2. **Tracking of Training and Agreements.** Department shall maintain evidence of all Education Institution Users (including students, staff, and faculty) having successfully completed Department’s standard staff training for privacy and compliance and information security and awareness. Such evidence shall be maintained for a period of five (5) years from the date of graduation or termination of the Third Party User’s access.

## **SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS**

1. **Permitted Access, Use and Disclosure.** Health Insurers and Health Insurer Users may access Department Confidential Information only as necessary for payment processing and audits, including but not limited to quality assurance activities, wellness activities, care planning activities, and scheduling.

2. **Member / Patient Authorization.** Before accessing, using, or further disclosing Department Confidential Information, Health Insurers must secure all necessary written authorizations from the patient / member or such individuals who have medical decision-making authority for the patient / member.

## **SECTION 7 - DEPARTMENT’S RIGHTS**

1. **Periodic Reviews.** Department reserves the right to perform regular audits to determine if a Third Party’s access to Department Computer Systems complies with these terms and conditions.

2. **Revocation of Accounts for Lack of Use.** Department may revoke any account if it is not used for a period of ninety (90) days.

3. **Revocation of Access for Cause.** Department and Third Party reserves the right to suspend or terminate a Third Party User’s access to Department Computer Systems at any time for cause, i.e., the Parties determined that a Third-Party User has violated the terms of this Agreement and/or Applicable law.

4. **Third Party Responsibility for Cost.** Each Third Party is responsible for its own costs incurred in connection with this Agreement or accessing Department Computer Systems.

## SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

1. **Data Breach Discovery.** Following Third Party's discovery of a breach of City Data disclosed to Third Party pursuant to this Agreement, Third Party shall notify City in accordance with applicable laws. Third Party shall:

- i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

2. **Investigation of Breach and Security Incidents.** To the extent a breach or security system is identified within Third Party's System that involves City Data provided under this Agreement, Third Party shall investigate such breach or security incident. For the avoidance of doubt, City shall investigate any breach or security incident identified within the City's Data System. To the extent of Third Party discovery of information that relates to the breach or security incident of City Data, Third Party User shall inform the City of:

- i. the City Data believed to have been the subject of breach;
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;
- iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

3. **Written Report.** To the extent a breach is identified within Third Party's System, Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.

4. **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach

5. **Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

6. **Media Communications.** The Parties shall together determine any communications related to a Data Breach.

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. 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 PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

**A. Attachment 1 to SAA  
System Specific Requirements**

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

**A. Department Care Link Requirements:**

1. Connectivity.
  - a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
2. Compliance with Epic Terms and Conditions.
  - a) Third Party 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 Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department 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 Department Epic through Epic Hyperspace the following terms shall apply:**

**B. Department Epic Hyperspace:**

1. Connectivity.
  - a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.
2. Application For Access and Compliance with Epic Terms and Conditions.
  - a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party 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 notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

**III. For Access to Department myAvatar the following terms shall apply:**

**A. Department myAvatar**

**1. Connectivity.**

- a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

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

- a. Third Party 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. Applicants must complete the myAvatar Account Request Form found at  
[https://www.sfdph.org/dph/files/CBHSDocs/BHISdocs/UserDoc/Avatar\\_Account\\_Request\\_Form.pdf](https://www.sfdph.org/dph/files/CBHSDocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf)
- c. All licensed, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

**I. For Access to Department Epic through OutReach**

**A. Department OutReach Requirements:**

**1. Connectivity.**

- d) Third Party Responsibility: The Third Party is required to obtain and maintain an active internet connection and necessary equipment in compliance with the specifications provided by both Epic and the Department.
- d) Technical Equipment Changes: The specifications for accessing OutReach may be updated over time. Third Party must ensure their equipment and software align with these specifications and bear any related costs.
- d) Equipment Ownership: Access to the system by Third Party Data Users must occur exclusively through equipment owned, leased, and maintained by the Third Party.
- d) Equipment Purchase: Compatible equipment required for use with OutReach is the responsibility of the Third Party.

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

- a) Obligations: The Third Party will access and use the system strictly according to Epic's Terms and Conditions. Data Users must electronically accept these terms during their initial login to OutReach.

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

- a) Usage Rules: Basic rules are provided by Epic that apply when using the Epic OutReach account. These include:

- a. Purpose of Use: Access to Epic OutReach is intended to facilitate care for shared patients, manage referral data, or further legitimate business interests with respect to data from an Epic customer's system.
- b. Restrictions: Users are prohibited from using Epic OutReach to develop similar software to EpicCare Link. Additionally, account information must not be shared with individuals outside the organization.

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This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement by and between the City and County of San Francisco, a Hybrid Entity designated under HIPAA, referred herein as the Covered Entity (“CE”), and Richmond Area Multi-Service, INC. (“Contractor”), the Business Associate (“BA”), dated July 01, 2023 (the “Agreement”).

**RECITALS**

A. CE, by and through the Department of Public Health (“DPH”), wishes to disclose, allow access to, or allow collection of 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 and this BAA, 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 are committed to complying with all federal and state laws governing the confidentiality, privacy, and security of health information disclosed to BA pursuant to the Agreement, including, but not limited to the Standards for PHI under 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 with respect to health information, mental health information, and substance use treatment information, 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”), and 42 CFR Part 2.

D. CE is required to enter into an agreement 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 (“CFR”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose to BA, or allow BA to create, collect, use, access, maintain, or transmit for or on CE’s behalf, certain identifiable health information. The parties desire to enter into this BAA to permit BA to disclose, create, collect, use, access, maintain, or transmit such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding regulations.

**1. Definitions.** For purposes of this BAA, the Parties agree that each term below and any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the HIPAA Rules (as defined below), and as each may be amended from time to time.

- a. **Breach** means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
- b. **Breach Notification Rule** means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
- c. **Business Associate** means 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, as defined in 45 CFR §160.103.
- d. **Covered Entity** has the meaning given to such term under the Privacy Rule and the Security Rule, including 45 CFR §160.103.
- e. **Data Aggregation** means the combining of PHI by the BA with the PHI received by the BA in its capacity as a BA of one or more other covered entity, to permit data analyses that relate

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to the Health Care Operations of the respective covered entities, and the meaning given to such term in 45 CFR §164.501.

- f. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including 45 C.F.R. Section 164.501.
- g. **Electronic PHI or ePHI** means any PHI maintained or transmitted by electronic media as defined in 45 CFR §160.103.
- h. **Health Care** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- i. **Health Care Component** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- j. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.
- k. **HIPAA Rules** means the Privacy, Security, Breach Notification, and Enforcement Rules set forth in 45 CFR Part 160 and Part 164.
- l. **Hybrid Entity** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- m. **Privacy Rule** means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- n. **Protected Health Information or PHI** has the meaning given to such term under the Privacy Rule, including 45 CFR §§160.103 and 164.501, limited to the information created, maintained, stored, transmitted, or received by BA from or on behalf of CE, or another BA of CE.
- o. **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 as defined in the Security Rule, including 45 CFR §164.304.
- p. **Security Rule** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
- q. **Unsecured PHI** has the meaning given to such term under 42 U.S.C. §17932(h) and 45 CFR §164.402.

**2. Obligations of Business Associate.**

**a. 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 fifteen (15) calendar days of a written request by CE.

**b. Permitted Uses and Disclosures.** BA may use, access, and/or disclose PHI 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 may use, access, and/or disclose PHI 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 (see 45 CFR §§164.502, 164.504(e)(2), and 164.504(e)(4)(i)). If BA discloses PHI to a third party, if the disclosure is required by law, or otherwise BA must obtain, prior to making such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (ii) an agreement from this third party to notify BA

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immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

**c. Prohibited Uses and Disclosures.** BA will not use, access, or disclose PHI other than as permitted or required by the Agreement, this BAA, and under the Privacy Rule, or as required by law. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted under 42 U.S.C. §17935(d)(2), and, 45 CFR §164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided under the Agreement.

**d. Appropriate Safeguards.** BA will use appropriate safeguards to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and 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 under the Security Rule, including, but not limited to, 45 CFR §§164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA will comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 CFR §164.316, and 42 U.S.C. §17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. §17934(c).

**e. Agreements with Subcontractors and Agents.** BA will ensure that any of its agents and subcontractors that have access to, or which create, receive, maintain or transmit PHI for or 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.c. above (see 45 CFR §§164.504(e)(2) through (e)(5), and 164.308(b)). BA must mitigate the effects of any such violation.

**f. Accounting of Disclosures.** BA will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). BA will also make available information related to such disclosures as would be required for CE to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, BA will furnish CE the following with respect to any covered disclosures by BA: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

i. BA will furnish to CE information collected in accordance with this Section 2(e), within ten business days after written request by CE, to permit CE to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that CE elects to provide an individual with a list of its business associates, BA will provide an accounting of its disclosures of PHI upon request of the individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

ii. In the event an individual delivers the initial request for an accounting directly to BA, BA will forward such request to Covered Entity within ten (10) business days of receipt.

**g. Access to PHI by Individuals.** Upon request, BA agrees to provide CE copies of the PHI maintained by BA in a Designated Record Set in the time and manner designated by CE to enable CE to respond to an individual's request for access to PHI under 45 CFR §164.524. In the event any individual or personal representative requests access to the individual's PHI directly from BA, BA will forward that request to CE within ten (10) business days. Any disclosure of, or decision not to disclose, the PHI requested by an individual or a personal representative and compliance with the requirements applicable to an individual's right to obtain access to PHI shall be the sole responsibility of CE.

**h. Amendment of PHI.** Upon request and instruction from CE, BA will amend PHI or a record about an individual in a Designated Record Set that is maintained by, or otherwise within the

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possession of, BA as directed by CE in accordance with procedures established by 45 CFR §164.526. Any request by CE to amend such information will be completed by BA within fifteen (15) business days of CE's request. If an individual request an amendment of PHI directly from BA or its agents or subcontractors, BA must forward any such request to CE within ten (10) business days. Any amendment of, or decision not to amend, the PHI or record as requested by an individual and compliance with the requirements applicable to an individual's right to request an amendment of PHI will be the sole responsibility of CE.

**i. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining CE's or BA's compliance with HIPAA and this BAA.

**j. Minimum Necessary.** BA, its agents and subcontractors shall request, use, access, and disclose only the minimum amount of PHI necessary to accomplish the intended purpose of such use, access, or disclosure, or request. (see 42 U.S.C. Section 17935(b) and 45 CFR §164.514(d)).

**k. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information provided by CE to BA or created, received, maintained or transmitted by BA or BA's agents or subcontractors under the Agreement, including any and all forms thereof.

**l. Notification of Suspected or Actual Breach.** BA shall notify CE within five (5) calendar days of any breach of PHI; any use or disclosure of PHI not permitted by the Agreement or this BAA; any Security Incident (except as otherwise provided below) related to PHI, 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 PHI 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 prompt corrective action to cure any deficiencies and 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)]

**i. Unsuccessful Security Incident Attempts:** The Parties acknowledge and agree that this Section constitutes notification by BA to CE of the ongoing existence and occurrence of attempted Security Incidents that do not result in and/or that BA does not anticipate will result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (including, for example, pings on BA's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses). Unless requested by CE, no further notification of unsuccessful Security Incident attempts is required.

**ii. Successful Security Incident Attempts:** BA must notify the City within five (5) calendar days of any Security Incident attempt that results in, or that BA anticipates may result in, unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (such as continuous and/or persistent Security Incident attempts or a suspicious pattern of Security Incident attempts).

**iii. Written Request for Security Incident Report:** Upon CE's request, BA must provide CE a written Security Incident Report that: (a) identifies the categories of Security Incident

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attempts; (b) indicates whether BA believes its current defensive security measures are adequate to address Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures BA will implement to address security inadequacies.

**m. 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 Agreement 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.

**n. Audits, Inspection and Enforcement.** Within ten (10) calendar days of a request by CE, BA will provide CE with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other similar mutually agreed upon independent standards-based third-party audit report. CE agrees not to re-disclose BA's audit report. If BA does not have such a report, BA will allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether BA has complied with this BAA or maintains adequate security safeguards. BA shall notify CE within five (5) business days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal data privacy or security-enforcement government entity.

**3. Termination.**

**a. Material Breach.** A breach by BA, or BA's agent or subcontractor, of any obligations under 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 CFR §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 BA 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 PHI that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such PHI. 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. §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.

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**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 PHI in accordance with the HIPAA Regulations and the HITECH Act including, 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) calendar 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. Litigation or Administrative Proceedings.**

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Agreement or this BAA, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

**6. No Third-Party Beneficiaries.**

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**7. Interpretation.**

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy of health information. The parties agree that any ambiguity in the terms of this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy of health information.

## **Appendix H**

### **SUBSTANCE USE DISORDER SERVICES including Federal Substance Use Block Grant (SUBG), Drug Medi-Cal Organized Delivery System (DMC-ODS) SUD Primary Prevention or State Funded Services**

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

Drug Medi-Cal Organized Delivery System (DMC-ODS) services for substance use treatment in the Contractor's service area pursuant to the California Advancing and Innovating Medi-Cal (CalAIM) 1115 Demonstration & 1915(b) Waivers, California Department of Health Care Services (DHCS) Behavioral Health Information Notice (BHIN) 24-001 and any superseding guidance, Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53 and 14059.5 of the Welfare and Institutions Code (hereinafter referred to as W&IC), and Part 438 of the Code of Federal Regulations, hereinafter referred to as 42 CFR 438.

The City and County of San Francisco Behavioral Health Services (BHS) and the provider enter into this Contract by authority of the DHCS CalAIM 1115 and 1915(b) Waivers and Title 45 of the Code of Federal Regulations Part 96 (45 CFR Part 96), Substance Use Block Grants (SUBG) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance use disorders. SUBG recipients must adhere to Substance Abuse and Mental Health Administration's (SAMHSA) National Outcome Measures (NOMs).

The objective is to make substance use prevention and treatment services available to Medi-Cal members (referred to as "members" throughout this document) through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC-ODS providers as well as SUD Primary Prevention providers.

### **Part I - Drug Medi-Cal Organized Delivery System Program Specifications**

#### **Provider Specifications**

The following requirements shall apply to the provider, and the provider staff:

1. Professional staff shall:
  - a. Be licensed, registered, certified, enrolled, and/or approved in accordance with all applicable state and federal laws and regulations.
  - b. Abide by the definitions, rules, and requirements for stabilization and rehabilitation services established by the Department of Health Care Services.

2. Professional staff means any of the following:
  - a. Licensed Practitioners of the Healing Arts (LPHA), including:
    - 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
  - b. An Alcohol or other drug (AOD) counselor that is 1) either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA), and 2) meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, Cal. Code Regs., tit. 9, Div. 4, chapter 8.
  - c. Medical Director of a Narcotic Treatment Program who is a licensed physician in the State of California.
  - d. A Peer Support Specialist with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification and who meet all other applicable California state requirements, including ongoing education requirements.
4. Non-professional staff, such as Registered and Licensed AOD Counselors and Peer Support Specialist with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification, shall receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff.
5. 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.
6. Physicians shall receive a minimum of five hours of continuing medical education related to addiction medicine each year.
7. Professional staff (LPHAs) shall receive a minimum of five hours of continuing education related to addiction medicine each year.
8. Registered and certified SUD/AOD counselors shall adhere to all requirements in CCR Title 9, §13000 et seq.

### **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).

### **Drug Medi-Cal Organized Delivery System (DMC-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 Contract. Contractor shall take affirmative action to ensure that members 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.

#### Timely Coverage, Medical Necessity and Level of Care Determinations

DMC-ODS services shall be available as a Medi-Cal benefit for individuals who meet the medical necessity criteria in accordance with DHCS) Behavioral Health Information Notice BHIN 24-001 (incorporated by reference into this Contract), the applicable statutes and regulations, and any other relevant information notices issued by DHCS, and reside in this opt-in County. Determination of who may receive the DMC-ODS benefits shall be performed in accordance with the CalAIM Waiver Special Terms and Conditions, and as follows:

1. 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 Indian Health Program-Organized Delivery System - Attachment BB to the Special Terms and Conditions (STCs).
2. In accordance with the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate under section 1905(r) of the Social Security Act, the Contractor shall ensure that all members under age 21 receive all applicable SUD services needed to correct or ameliorate health conditions that are coverable under section 1905(a) of the Act. Nothing in the DMC-ODS limits or modifies the scope of the EPSDT mandate, and a participating DMC-ODS County is responsible for the provision of SUD services pursuant to the EPSDT mandate.
3. DMC-ODS services must be medically necessary. Pursuant to W&I Code section 14059.5(a) for individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

4. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Code section 14059.5(b)(1)).
5. BHS shall ensure all policies and procedures, provider contracts, member handbooks, and related material to ensure the medical necessity standard is accurately reflected in all materials consistent with W&I Code section 14059.5, the terms of BHIN 24-001, and any other applicable authorities.
6. To receive DMC-ODS services, an individual shall be enrolled in Medi-Cal, and reside in a participating county. DMC-ODS services shall be consistent with the following assessment, access, and level of care determination criteria:
  - a. Initial Assessment and Services Provided During the Assessment Process:  
Covered and clinically appropriate DMC-ODS services (except for residential) shall be reimbursable for up to 30 days following the first visit with a LPHA or AOD counselor, whether or not a Diagnostic and Statistical Manual (DSM) diagnosis for Substance-Related and Addictive Disorders is established, or up to 60 days if the member is under age 21, or if a provider documents that the member is experiencing homelessness and therefore requires additional time to complete the assessment. If a member withdraws from treatment prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorders, and later returns, the 30-day time period starts over. The initial assessment shall be performed face-to-face or, by telehealth (synchronous audio and video), or by telephone (synchronous audio-only) by an LPHA or AOD counselor and may be done in the community or the home. If the assessment of the member is completed by an AOD counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the AOD counselor may be conducted in person, by video conferencing, or by telephone.
  - b. DMC-ODS Access for Members After Assessment::
    - i. For members 21 years and older, to qualify for DMC-ODS services after the initial assessment process, members 21 years of age and older shall meet one of the following criteria:
      - A. 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
      - B. 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.
    - ii. Members under age 21 are eligible to receive all medically necessary DMC-ODS services as required pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, members under the age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health regardless of whether those services are covered in the state’s Medicaid State Plan. Consistent

with federal guidance, services need not be curative or completely restorative to ameliorate a mental health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services. Nothing in the DMC-ODS overrides any EPSDT requirements.

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 member'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 member's assessment and intake information with the counselor to establish whether that member 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. 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 28 days from admission and as necessary every 3 months thereafter through the reauthorization process and determine that those services are still clinically appropriate for that individual. NTP services shall be provided consistent with CCR, Title 9, Division 4, Chapter 4, and BHINs 24-001 and 25-008 or any subsequent superseding guidance issued by DHCS.

#### Additional Coverage Requirements and Clarifications

Consistent with W&I Code section 14184.402(f), covered SUD prevention, screening, assessment, and treatment services are reimbursable Medi-Cal services when:

1. Services are provided prior to determination of a diagnosis or prior to determination of whether DMC-ODS criteria are met, as described above.
  - a. Clinically appropriate and covered DMC-ODS services provided to members over 21 shall be reimbursable during the assessment process as described above under the "Initial Assessment and Services Provided During the Assessment Process." In addition, BHS shall not disallow reimbursement for clinically appropriate and covered DMC-ODS services provided during the assessment process if the assessment determines that the member does not meet the DMC-ODS access criteria for members after assessment.
  - b. This does not eliminate the requirement that all Medi-Cal claims, including DMC-ODS claims, include a CMS approved International Classification of Diseases, Tenth Revision (ICD-10) diagnosis code as described in applicable DHCS guidance. In cases where services are provided due to a suspected SUD that has not yet been diagnosed or due to trauma as noted above, options are available in the CMS approved ICD-10 diagnosis code list, for example, codes for "Other specified" and "Unspecified" disorders," or "Factors influencing health status and contact with health services".
2. The member has a co-occurring mental health condition.

- a. Medically necessary covered DMC-ODS delivered by DMC-ODS providers shall be covered and reimbursable Medi-Cal services whether or not the member has a co-occurring mental health condition. BHS shall not disallow reimbursement for covered DMC-ODS services provided to a member who has a co-occurring mental health condition if the member meets the DMC-ODS Criteria for members after assessment.

Level of Care Determination: The American Society of Addiction Medicine (ASAM) Criteria shall be used to determine placement into the appropriate level of care for all members, and is separate and distinct from determining medical necessity.

1. For members 21 and over, a full assessment using the ASAM Criteria shall be completed within 30 days of the member's first visit with an LPHA or registered/certified counselor.
2. For members under 21, or for adults experiencing homelessness, a full assessment using the ASAM Criteria shall be completed within 60 days of the member's first visit with an LPHA or registered/certified counselor.
3. A full ASAM Criteria assessment is not required to deliver prevention and early intervention services for members under 21; a brief screening ASAM Criteria tool is sufficient for these services (see below regarding details about ASAM level of care 0.5).
4. If a member withdraws from treatment prior to completing the ASAM Criteria assessment and later returns, the time period starts over.
5. A full ASAM Criteria assessment, or initial provisional referral tool for preliminary level of care recommendations, shall not be required to begin receiving DMC-ODS services. A full ASAM assessment does not need to be repeated unless the member's condition changes.
6. Member placement and level of care determinations shall ensure that members are able to receive care in the least restrictive level of care that is clinically appropriate to treat their condition.

#### **Availability of Services**

1. The Contractor shall ensure that all covered services within the scope of its contracted services are available and accessible to members in a timely manner.
2. The Contractor shall provide for a second opinion from another provider, at no cost to the member.
3. Demonstrate that its licensed, registered and certified practitioners are credentialed as required by 42 CFR §438.214.
4. The Contractor shall comply with the following timely access requirements:
  - a. Meet DHCS standards for timely access to care and services, taking into account the urgency of the need for services.

- b. Offer hours of operation that are no less than the hours of operation offered to commercial members or comparable to Medi-Cal Fee-for-Service, if the Contractor serves only Medi-Cal members.
5. Access and cultural considerations: The Contractor shall participate in the BHS efforts to promote the delivery of services in a culturally competent manner to all members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of sex.
6. Accessibility considerations: The Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal members with physical or mental disabilities.

### **Covered Services**

In addition to the coverage and authorization of services requirements set forth in this Contract, 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 members 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 specified within the scope of work within a continuum of care as defined in the ASAM criteria.

The Contractor shall provide the mandatory and optional DMC-ODS services identified in the scope of work in this Contract, in accordance with the applicable requirements set forth in this Contract. Note that each contractor need only provide the services in the scope of work. The following are the mandatory and optional DMC-ODS Covered Services:

- a. Screening, Brief Intervention, Referral to Treatment and Early Intervention Services (for members under age 21) (mandatory).
- b. Withdrawal Management Services (a minimum of one level is mandatory).
- c. Intensive Outpatient Treatment Services (mandatory).
- d. Outpatient Treatment Services (mandatory).
- e. Narcotic Treatment Programs (mandatory).
- f. Recovery Services (mandatory).
- g. Care Coordination (mandatory).
- h. Clinician Consultation (mandatory).

- i. Medications for Addiction Treatment (also known as Medication Assisted Treatment or MAT). This is defined as facilitating access to MAT off-site for members while they are receiving DMC-ODS treatment services if not provided on-site. Providing a member the contact information for a treatment program is insufficient.
- j. Residential Treatment Services (ASAM Levels 3.1, 3.3, and 3.5 shall be made available within the timeframes outlined in Article III, Section S.7.v of the DHCS DMC-ODS Interagency Agreement).
- k. Partial Hospitalization (Optional).
- l. Peer Support Services (Optional).
- m. Contingency Management Services (Optional).
- n. Inpatient Services ASAM Levels 3.7 and 4.0 (Optional to cover as DMC-ODS services; care coordination for ASAM Levels 3.7 and 4.0 delivered through Medi-Cal Fee for Service and Managed Care Plans is required).

## **General Provisions**

### **Standard Contract Requirements (42 CFR §438.3)**

#### **Inspection and audit of records and access to facilities**

The California Department of Health Care Services (DHCS), the Centers for Medicare and Medicaid Services (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 Contract period or from the date of completion of any audit, whichever is later.

#### **DMC-ODS Certification and Enrollment**

1. DHCS certifies eligible providers to participate in the DMC-ODS program.
2. DHCS shall certify any BHS-operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at these sites.
3. Providers of services are required to be licensed, registered, DMC-ODS 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.XX of the DHCS DMC-ODS Interagency Agreement (IA) – 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
  - vi. W&I Code section 14184.100 et seq.
4. In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

5. Contractor shall notify Provider Enrollment Division (PED) through the DHCS Provider Application and Validation for Enrollment (PAVE) portal of an addition or change of information in a providers pending DMC-ODS certification application within 35 days of the change in status.
6. Contractors are responsible for ensuring that any reduction of covered services or relocations are not implemented until the approval is issued by DHCS. Contractor 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-ODS certification application to PED. The DMC-ODS certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
7. BHS ensures that a new DMC-ODS certification application is submitted to PED reflecting changes of ownership or address.
8. BHS shall notify DHCS PED by e-mail at [DHCSDMCRecert@dhcs.ca.gov](mailto: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-ODS program shall automatically terminate in the event that the provider, or its owners, officers or directors are convicted of Medi-Cal 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-ODS 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 members 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:
  - a. 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:
  - a. Any facility or component of a facility that only performs testing for forensic purposes;

- b. 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
  - c. 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.

**Timely Access:**

- 1. The Provider must comply with BHS and DHCS 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 Residential Treatment within 10 business days of request date (if Residential provider)
  - e. Provider must offer Withdrawal Management/Urgent Services within 48 hours (if WM provider)
  - f. Provider must offer regular hours of operation that are no less than the hours of operation offered to commercial members or comparable to Medicaid FFS, if the provider serves only Medicaid members.
  - g. Make services included in this Contract available 24 hours a day, 7 days a week, when medically necessary, and if included in the Scope of Services.
- 2. The Contractor will establish mechanisms to ensure compliance by provider and monitor regularly.
- 3. If the Provider fails to comply, BHS will take corrective action.

**Screening, Brief Intervention, Referral for Treatment and Early Intervention (ASAM Level 0.5)**

- 1. Contractor shall identify members at risk of developing a substance use disorder, but currently do not meet the criteria for a substance use disorder and offer those members: 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 one to nine hours per week of medically necessary services for adults and one to six hours per week of services for adolescents. Group size is limited to no less than two (2) and no more than twelve (12) members.

2. Outpatient services include: assessment, treatment planning, individual counseling, group counseling, family therapy, patient education, medication services, collateral services, care coordination, MAT for OUD, MAT for AUD and other non-opioid SUDs, recovery services, and SUD crisis intervention services.
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 members as medically necessary for a minimum of nine hours and a maximum of 19 hours per week for adult perinatal and non-perinatal members. 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) members.
  - a. 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.
  - b. ii. The contractor-operated and subcontracted DMC-ODS providers may extend a member'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, individual counseling, group counseling, family therapy, patient education, medication services, care coordination, MAT for OUD, MAT for AUD and other non-opioid SUDs, recovery services, and SUD crisis intervention services.
3. Services may be provided in-person, by telephone, or by telehealth, and in any appropriate setting in the community.

### **Residential Treatment Services (ASAM Levels 3.1 to 3.5)**

1. Residential services are provided in DHCS or DSS licensed residential facilities that also have DMC-ODS 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 shall be determined by individualized clinical needs.
  - a. The average length of stay for residential services is 30 days.
  - b. Perinatal members shall receive a length of stay for the duration of their pregnancy, plus 60 days postpartum, or longer as clinically necessary.

### **Clinician Consultation**

1. Clinician Consultation consists of DMC-ODS providers who are qualified to perform assessments, as described in California's Medicaid State Plan, consulting with providers, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care.

2. Clinician Consultation is not a direct service provided to DMC-ODS members. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS members. DMC-ODS plans may contract with one or more physicians, clinicians, or pharmacists specializing in addiction in order to provide consultation services.

### **Withdrawal Management**

1. Withdrawal Management Services are provided to members experiencing withdrawal in outpatient and residential settings.
2. Withdrawal Management Services are urgent and provided on a short-term basis. When provided as part of Withdrawal Management Services, service activities, such as the assessment, focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a level of care where comprehensive treatment services are provided.
3. A full ASAM Criteria assessment shall not be required as a condition of admission to a facility providing Withdrawal Management. To facilitate an appropriate care transition, a full ASAM assessment, brief screening, or other tool to support referral to additional services is appropriate.
4. Withdrawal Management Services may be provided in an outpatient, residential or inpatient setting. If a member is receiving Withdrawal Management in a residential setting, each member shall reside at the facility. All members receiving Withdrawal Management services, regardless in which type of setting, shall be monitored during the withdrawal management process.
5. Withdrawal Management Services include the following service components:
  - a. Assessment
  - b. Care Coordination
  - c. Medication Services
  - d. MAT for OUD
  - e. MAT for AUD and other non-opioid SUDs
  - f. Observation
  - g. Recovery Services

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

1. The Contractor may terminate this Contract at any time, for any reason, by giving 60 days written notice to BHS. The Contractor shall be paid for DMC-ODS services provided to members up to the date of termination.

### **Nullification of DMC-ODS Services**

1. The parties agree that failure to comply with W&I section 14124.24, the Special Terms and Conditions, BHIN 24-001 and this Contract, shall be deemed a breach that results in the termination of this Contract for cause. In the event of a breach, DMC-ODS services shall terminate. The Contractor shall immediately begin providing DMC services to the members 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 Contract, 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 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).

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

1. If any of the work performed under this Contract is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA.
2. Trading Partner Requirements
  - a. 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)).
  - b. 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))
  - 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))

## **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 (Enhanced CLAS Standards Check List) and comply with 42 CFR

438.206(c)(2) and BHS Policy and Procedure Manual No. 3.02-15, Cultural and Linguistic Humility Requirement for Behavioral Health Services.

### **Trafficking Victims Protection Act of 2000**

Contractor and its subcontractors that provide services covered by this Contract 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:

[https://uscode.house.gov/view.xhtml?req=\(title:22%20section:7104%20edition:prelim\)](https://uscode.house.gov/view.xhtml?req=(title:22%20section:7104%20edition:prelim))

### **Adolescent Substance Use Disorder Best Practice Guide**

Contractor shall follow the guidelines in Document 1V, incorporated by this reference, “Adolescent Substance Use Disorder Best Practices Guide,” in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Adolescent Substance Use Disorder Best Practices Guide are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

### **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 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 Contract or terminate all, or any type, of funding provided hereunder.

**Investigations and Confidentiality of Administrative Actions**

If a DMC-ODS 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-ODS 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-ODS provider during the time a Payment Suspension is in effect.

**Member Problem Resolution Process**

Contractors should follow the BHS problem resolution processes as defined in BHS Policy and Procedure Manual No. 3.11-01 (Grievance and Appeal System for Behavioral Health Services) which includes:

- i. A grievance process
- 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.XX (Requirements for Services) of the DHCS DMC-ODS IA.

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:

1. **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 members, as needed.
2. **Medication Assisted Treatment:** Providers will have procedures for linkage/integration for members requiring medication assisted treatment. Provider staff will regularly communicate with physicians of members who are prescribed these medications unless the member refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.
3. **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 member-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 members' 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 members about substance use, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to members' lives, to instill self-awareness, suggest options for growth and change, identify community resources that can assist members 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-ODS 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' County/Provider Operations and Monitoring Branch.

### **State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews**

1. DHCS shall conduct Postservice Postpayment and Postservice Prepayment (PSPP) Utilization Reviews of the contracted DMC-ODS providers to determine whether the DMC-ODS services were provided in accordance with Article III.XX (Requirements for Services) of the DHCS DMC-ODS IA. DHCS shall issue the PSPP report to BHS with a copy to the DMC-ODS provider. BHS shall be responsible for their providers and Contractor-operated programs to ensure any deficiencies are remediated.
2. 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.XX the DHCS DMC-ODS IA were not met.
3. 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:
  - a. Be documented on the DHCS CAP template.
  - b. Provide a specific description of how the deficiency shall be corrected.
  - c. Identify the title of the individual(s) responsible for:
    - i. Correcting the deficiency;
    - ii. Ensuring on-going compliance;
  - d. Provide a specific description of how the provider will ensure on-going compliance;
  - e. Specify the target date of implementation of the corrective action.
  - f. 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.

- g. 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**

### **1. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)**

- a. 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.
- b. 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.
- c. 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.

### **2. Drug and Alcohol Treatment Access Report (DATAR)**

Treatment providers must submit a monthly DATAR report in an electronic copy format as provided by DHCS (see Document 1K).

## **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](mailto: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 Contract are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.

## **Performance Requirements**

Contractor shall provide services based on funding under the terms of this Contract.

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**

### **1. Confidentiality**

All SUD treatment services shall be provided in a confidential setting in compliance with 42 CFR, Part 2 requirements.

## **2. 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 member's pregnancy and the last day of pregnancy shall be maintained in the member 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 Contract 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 Contract shall not require a formal amendment.

## **3. 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 members, and determine the medical necessity of treatment for members.

- 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.

#### **4. 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.
  - k. Documentation of completion of personnel requirements set forth in BHIN 21-001 for personnel providing detoxification checks.
- 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 members or their family members for personal gain
  - c. Prohibition of sexual contact with members
  - d. Conflict of interest
  - e. Providing services beyond scope
  - f. Discrimination against members or staff g. Verbally, physically, or sexually harassing, threatening or abusing members, family members or other staff
  - g. Protection of member confidentiality
  - h. 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 member 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.

### **Documentation Requirements**

Contractor will adhere to the documentation requirements for DMC-ODS services outlined in BHIN 23-068 or any subsequent superseding guidance. These requirements are incorporated by reference into this Contract.

### **Member Record**

- i. In addition to the requirements of 22 CCR § 51476(a), the provider shall:
  - a. Establish, maintain, and update as necessary, an individual member record for each member admitted to treatment and receiving services.
  - b. Each member's individual member record shall include documentation of personal information.

- c. Documentation of personal information shall include all of the following: i. Information specifying the member's identifier (i.e., name, number). ii. Date of member's birth, the member's sex, race and/or ethnic background, member's address and telephone number, and member's next of kin or emergency contact.
- ii. Documentation of treatment must align with BHIN 23-068.

Episode information shall include documentation of all activities, services, sessions, and assessments, consistent with DHCS Behavioral Health Information Notice (BHIN) 23-068 or subsequent DHCS guidance including, but not limited to all of the following:

- a. Intake and admission data including, a physical examination, if applicable.
- b. DMC-ODS Level of Care Assessments using ASAM Criteria consistent with BHIN 21-001 or subsequent DHCS guidance.
- c. Problem List consistent with BHIN 23-068 or subsequent DHCS guidance.
- d. Treatment plans required for DMC-ODS Residential Treatment Services and Withdrawal Management Services provided in DHCS LOC designated AOD Treatment Facilities consistent with BHIN 21-001, Exhibit A, or subsequent DHCS guidance.
- e. Progress notes consistent with BHIN 23-068 or subsequent DHCS guidance.
- f. Continuing services justifications.
- g. Laboratory test orders and results.
- h. Referrals.
- i. Discharge plan.
- j. Discharge summary.
- k. Contractor authorizations for Residential Services.
- l. Any other information relating to the treatment services rendered to the member.

#### **Physical Examination Requirements**

Narcotic Treatment Programs (NTPs) shall conduct a medical history and physical exam pursuant to state and federal regulations (CCR, tit. 9, Section 10270(a)). This medical history and physical exam done at admission to a NTP qualifies for the purpose of determining medical necessity under the DMC-ODS, consistent with BHIN 24-001 or any subsequent superseding guidance from DHCS.

#### **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.

## DOCUMENTS INCORPORATED BY REFERENCE

DHCS Behavioral Health Information Notice (BHIN) No. 23-068, Updates to Documentation Requirements for all Specialty Mental Health (SMH), Drug Medi-Cal (DMC), and Drug Medi-Cal Organized Delivery System (DMC-ODS) Services

<chrome-extension://efaidnbnmnnibpcajpcglclefindmkaj/https://www.dhcs.ca.gov/Documents/BHIN-23-068-Documentation-Requirements-for-SMH-DMC-and-DMC-ODS-Services.pdf>

DHCS BHIN No. 24-001, Drug Medi-Cal Organized Delivery System (DMC-ODS) Requirements for the Period of 2022 – 2026

<chrome-extension://efaidnbnmnnibpcajpcglclefindmkaj/https://www.dhcs.ca.gov/Documents/BHIN-24-001-DMC-ODS-Requirements-for-the-Period-of-2022-2026.pdf>

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Use 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

<https://www.dhcs.ca.gov/individuals/Pages/DUI.aspx>

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

[https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract\\_Information/Doc\\_1/Document\\_1F\(a\)\\_-County\\_Reporting\\_Requirement\\_Matrix-ADP\\_and\\_DHCS.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_1/Document_1F(a)_-County_Reporting_Requirement_Matrix-ADP_and_DHCS.pdf)

Document 1G: Substance Use Disorder Perinatal Practice Guidelines November 2025

<https://www.dhcs.ca.gov/services/MH/Documents/Perinatal-Practice-Guidelines-2025.pdf>

Document 1H(a): Service Code Descriptions

[https://www.dhcs.ca.gov/provgovpart/Documents/DMC\\_ODS\\_Place\\_of\\_Service\\_Codes.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/DMC_ODS_Place_of_Service_Codes.pdf)

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

Document 1J(b): DMC Audit Appeals Process

[https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract\\_Information/Doc\\_1/Document\\_1J\(b\)\\_-DMC\\_Audit\\_Appeal\\_Process.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_1/Document_1J(b)_-DMC_Audit_Appeal_Process.pdf)

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

[https://www.dhcs.ca.gov/provgovpart/Documents/DATARWeb\\_Manual\\_04-15-2014.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/DATARWeb_Manual_04-15-2014.pdf)

Document 1P: Alcohol and/or Other Drug Program Certification Standards

[https://www.dhcs.ca.gov/services/adp/Pages/Drug\\_MediCal.aspx](https://www.dhcs.ca.gov/services/adp/Pages/Drug_MediCal.aspx)

Document 1T: CalOMS Prevention Data Quality Standards

<https://www.dhcs.ca.gov/provgovpart/Pages/caloms-treatment.aspx>

Document 1V: Adolescent Substance Use Disorder Best Practices Guide

[https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf)

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

[https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract\\_Information/Doc\\_2K-2Lc/2a\\_Document\\_2A-Sobky\\_v.\\_Smoley.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_2K-2Lc/2a_Document_2A-Sobky_v._Smoley.pdf)

Document 2E: Drug Medi-Cal Certification Standards for Substance Use Disorder Clinics

[https://www.dhcs.ca.gov/services/adp/Pages/Drug\\_MediCal.aspx](https://www.dhcs.ca.gov/services/adp/Pages/Drug_MediCal.aspx)

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

[https://www.dhcs.ca.gov/formsandpubs/Documents/DHCS\\_6065A\\_FORM.pdf](https://www.dhcs.ca.gov/formsandpubs/Documents/DHCS_6065A_FORM.pdf)

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

[https://www.dhcs.ca.gov/formsandpubs/Documents/DHCS\\_6065B\\_FORM.pdf](https://www.dhcs.ca.gov/formsandpubs/Documents/DHCS_6065B_FORM.pdf)

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

[https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract\\_Information/Doc\\_2P/Document\\_2P\\_-\\_1213\\_County\\_Certification\\_Form.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_2P/Document_2P_-_1213_County_Certification_Form.pdf)

Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs

<http://www.calregs.com>

Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors

<http://www.calregs.com>

Document 3J: CalOMS Treatment Data Collection Guide

[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_Tx\\_Data\\_Collection\\_Guide\\_JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15

[http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx)

Document 3S CalOMS Treatment Data Compliance Standards

[https://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_Data\\_Cmpliance%20Standards%202014.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Data_Cmpliance%20Standards%202014.pdf)

Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards

<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>

Document 5A : Confidentiality Agreement

[https://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SUD%20PPFD%20Contracts/Document\\_5A\\_Confidentiality\\_Agreement.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SUD%20PPFD%20Contracts/Document_5A_Confidentiality_Agreement.pdf)

## Part II – Substance Use Block Grant Services

**Under the Substance Use Block Grant provider provisions, the contractor agrees with the following requirements:**

### **Federal Award Subrecipient**

1. The Substance Use Prevention and Treatment Block Grant (SUBG) is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 96, Block Grants. This Contract is a subaward of the federal award to DHCS, then to the San Francisco Department of Public Health, to fund Substance Use Block Grants (SUBG) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance use disorders. SUBG recipients must adhere to Substance Abuse and Mental Health Administration's (SAMHSA) National Outcome Measures (NOMs).
2. Contractor is a subrecipient and subject to all applicable administrative requirements, cost principles, and audit requirements that govern federal monies associated with the SUBG 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

1. 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.

2. Provider Acknowledgment and Compliance – Health and Safety Code (HSC) Section 11999.3(c)(1–3)

By entering into and executing this Contract, the Contractor acknowledges, represents, and affirms that it understands and complies with the requirements of California Health and Safety Code (HSC) Section 11999.3(c)(1–3).

The Contractor further acknowledges and affirms that:

- a. It understands the requirements of Health and Safety Code Section 11999.2, as applicable to programs funded under this Contract;
- b. It has reviewed the portions of its programs and operations that are subject to Health and Safety Code Section 11999.2; and
- c. To the best of its knowledge and belief, the applicable portions of its programs comply with the requirements of Health and Safety Code Section 11999.2.

Execution of this Contract by the Contractor constitutes the Contractor's attestation to and certification of compliance with the above requirements.

3. Contractors shall comply with the Minimum Quality Drug Treatment Standards for SUBG for all SUD treatment programs either partially or fully funded by SUBG. The Minimum Quality Drug Treatment Standards for SUBG 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](https://grants.nih.gov/grants/policy/salcap_summary.htm). SUBG 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 SUBG funds (Reference: Terms and Conditions of the SUBG award).
- B. Primary Prevention
  1. The SUBG regulation defines "Primary Prevention Programs" as those programs "directed at individuals who have not been determined to require treatment for substance" (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 SUBG Primary Prevention Set-Aside funds on primary prevention as described in the SUBG requirements (45 CFR 96.124).
- C. 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 SUBG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.
- D. 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.

- E. Room and Board for Transitional Housing, Recovery Residences, and Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment.
  - 1. BHS uses SUBG discretionary funds, or SUBG perinatal funds (for perinatal members only), to cover the cost of room and board of residents in short term (up to 24 months) transitional housing and recovery residences. SUBG discretionary funds, or SUBG perinatal funds (for perinatal members 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
  - 1. Whether the quantity of work or services being performed conforms to Exhibit B.
  - 2. BHS monitors that the contractor is abiding by all the terms and requirements of this Contract.
  - 3. 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.

### **Section 4 – 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 SUBG 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. Interim Services. (42 USC 300x-27 and 45 CFR 96.131) are made available within 48 hours to pregnant individuals and individuals who inject drugs (IVDUs) when appropriate treatment capacity is not immediately available. These services include counseling, education on HIV and tuberculosis risks, prenatal care and referrals (for pregnant individuals), and other support services as required by federal and state regulations. Interim services are provided to safeguard the health and well-being of individuals awaiting admission into treatment.
- M. 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)).
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. Contractors providing services to youth must abide by the Substance Use Disorder Services Adolescent Best Practices Guidelines, incorporated by this reference, "Adolescent Substance Use Disorder Best Practices Guide Adolescent Substance Use Disorder Best Practices Guide," in

developing and implementing youth treatment programs funded under this Exhibit, until new Adolescent Substance Use Disorder Best Practices Guide Adolescent Substance Use Disorder Best Practices Guide are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

Adolescent Substance Use Disorder Services Best Practices Guidelines. County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Substance Use Disorder Services Best Practices Guidelines can be found at: [https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf)

- S. Perinatal Practice Guidelines. Contractor must comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are incorporated by reference to this Contract. 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 SUBG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.
- T. Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- U. Nondiscrimination in Employment and Services. By signing this 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.
- V. Federal Law Requirements:
  - 1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
  - 2. Title 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).

W. 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.

X. Additional Contract Restrictions

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

Y. Information Access for Individuals with Limited English Proficiency

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

3. Marijuana Restriction Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

### **DOCUMENTS INCORPORATED BY REFERENCE**

All SUBG 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: 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: Title 42, Code of Federal Regulations, Charitable Choice Regulations

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

Document: Driving-Under-the-Influence Program Requirements

<https://www.dhcs.ca.gov/individuals/Pages/DUI.aspx>

Document: Reporting Requirement Matrix - County Submission Requirements for the Department of Health Care Services

[https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract\\_Information/Doc\\_1/Document\\_1F\(a\)\\_County\\_Reporting\\_Requirement\\_Matrix-ADP\\_and\\_DHCS.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_1/Document_1F(a)_County_Reporting_Requirement_Matrix-ADP_and_DHCS.pdf)

Document: Substance Use Disorder Perinatal Practice Guidelines August 2024

<https://www.dhcs.ca.gov/services/MH/Documents/Perinatal-Practice-Guidelines-2024.pdf>

Document: Drug and Alcohol Treatment Access Report (DATAR) User Manual

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

Document: Alcohol and/or Other Drug Program Certification Standards (May 1, 2017)

[https://www.dhcs.ca.gov/services/adp/Pages/Drug\\_MediCal.aspx](https://www.dhcs.ca.gov/services/adp/Pages/Drug_MediCal.aspx)

Document: Adolescent Substance Use Disorder Best Practices Guide

[https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf)

Document: Minimum Quality Drug Treatment Standards for SUBG  
[https://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SUD%20PPFD%20Contracts/Document\\_2Fb\\_Minimum\\_Quality\\_Drug\\_Treatment\\_Standards\\_for\\_SABG.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SUD%20PPFD%20Contracts/Document_2Fb_Minimum_Quality_Drug_Treatment_Standards_for_SABG.pdf)

Document: County Certification - Cost Report Year-End Claim For Reimbursement  
[https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract\\_Information/Doc\\_2P/Document\\_2P\\_-1213\\_County\\_Certification\\_Form.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_2P/Document_2P_-1213_County_Certification_Form.pdf)

Document: 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: 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: 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: CalOMS Treatment Data Compliance Standards  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_data\\_compliance%20standards%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_data_compliance%20standards%202014.pdf)

Document: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix  
[https://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SUD%20PPFD%20Contracts/Document\\_3T\\_Non\\_Drug\\_Medi\\_Cal\\_and\\_Drug\\_Medi\\_Cal\\_Local\\_Assistance\\_Funding\\_Matrix.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SUD%20PPFD%20Contracts/Document_3T_Non_Drug_Medi_Cal_and_Drug_Medi_Cal_Local_Assistance_Funding_Matrix.pdf)

Document: Culturally and Linguistically Appropriate Services (CLAS) National Standards  
<https://www.minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

Document: Confidentiality Agreement  
[https://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SUD%20PPFD%20Contracts/Document\\_5A\\_Confidentiality\\_Agreement.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SUD%20PPFD%20Contracts/Document_5A_Confidentiality_Agreement.pdf)

Document: SUBG Policy Manual Version 3.2 March 2025 – Section Three: Services and Expenditures Allowable Under the SUBG Categorical Allocations  
<https://www.dhcs.ca.gov/provgovpart/Documents/SUBG-Policy-Manual.pdf>



# File 260438: Contract Amendment

## Richmond Area Multi-Services, Inc. (RAMS): High School Wellness Center Initiative

May 20, 2026

**Farahnaz Farahmand, Ph.D.**

**Director: Children, Youth, & Families System of Care  
Behavioral Health Services**

**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

# Overview of Contract Amendment #1



**Contractor:** Richmond Area Multi-Services, Inc.

**Contract Amendment Amount:** \$5,594,232

- **Not-to-Exceed Amount:** \$15,010,725

**Timeline:** Total term of July 1, 2023, through June 30, 2028

- Extends contract term by 2 years

**Contract Summary:** SFUSD High School Wellness Center Initiative to provide integrated behavioral health and case management services at 15 San Francisco Unified School District (SFUSD) high schools.

# Program Summary



## Services offered:

- Low threshold drop-in supports embedded within SFUSD high schools for all students to access.
- Provides a safe and confidential setting to help teens build skills to cope with a variety of concerns.
- Includes outreach and health promotion, screening and assessment, individual and group therapy, case management, and crisis intervention.
- Includes ability for High School Wellness staff to engage smaller number of Medi-Cal beneficiaries in long term treatment (Specialty Mental Health Services).

**Contracted UDC:** 750 students for low threshold wellness services; 25 Medi-Cal beneficiaries for longer term treatment

# Photos of Service Delivery Sites





# Conclusion

**DPH agrees with the BLA recommendations and respectfully requests approval of this item.**

**Thank you!**

**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**

**Agreement between the City and County of San Francisco and**

**Richmond Area Multi Services, Inc.**

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This Agreement is made this 1st day of July, 2023, in the City and County of San Francisco (“City”), State of California, by and between **Richmond Area Multi Services, Inc. 4355 Geary Blvd. San Francisco, CA 94118** (“Contractor”) and City.

### Recitals

WHEREAS, the Department of Public Health (“Department”) wishes to **provide integrated behavioral health and case management services at 15 of the high school-based Wellness Centers. This includes Substance Use Disorders and Prevention and Early Intervention services through the Wellness Center.**; 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, Contractor was competitively selected pursuant to Sourcing Event ID SFGOV-0000007782; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code and there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, approval for the Agreement was obtained on 08/31/2023 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 46987-16/17 in the amount of \$349,700,000 for the period commencing 07/01/2023 and ending 06/30/2028; and

WHEREAS, approval for the Agreement was obtained on 05/03/2023 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 44670-16/17 in the amount of \$56,400,000 for the period commencing 07/01/2017 and ending 06/30/2030; and

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 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 **“City Data”** means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 **“CMD”** means the Contract Monitoring Division of the City.

1.5 **“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).

1.6 **“Contractor” or “Consultant”** means Richmond Area Multi Services, Inc. 4355 Geary Blvd. San Francisco, CA 94118.

1.7 **“Deliverables”** means Contractor’s work product resulting from the Services 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.

1.8 **“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.

1.9 **“Party” and “Parties”** means the City and Contractor either collectively or individually.

1.10 **“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 **Term.** The term of this Agreement shall commence on July 1, 2023 and expire on June 30, 2026, 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 **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 FOUR HUNDRED SIXTEEN THOUSAND FOUR HUNDRED NINETY THREE DOLLARS (\$9,416,493). 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.

**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.

**3.3.3 Withhold Payments.** If Contractor fails to provide goods and/or 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 include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.7, 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.

**3.3.5 Reserved (LBE Payment and Utilization Tracking System)**

**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<sup>®</sup> 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](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](mailto:sfemployeeportalsupport@sfgov.org).

**3.3.7 Reserved (Grant Funded Contracts)**

**3.3.8 Payment Terms.**

(a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30calendar 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.

(b) **Reserved (Payment Discounts Terms):**

**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](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 3.4.2 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.

**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 Payment of Prevailing Wages (Reserved)**

**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 Revision to Program Budget.

**3.7.3 City Program Scope Reduction.** 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

**Article 4 Services and Resources**

**4.1 Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated 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 Personnel**

**4.2.1 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.

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

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, "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 this Section 4.4 shall be solely limited to 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. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

**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.** 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 \$5,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Policy must include Abuse and Molestation coverage.

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

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$5,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved (Technology Errors and Omissions Liability coverage)

(f) Cyber and Privacy Insurance with limits of not less than \$3,000,000 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) Blanket Fidelity Bond or Crime Policy with limits in the amount of Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

(h) Reserved (Pollution Liability Insurance)

#### 5.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) **Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement)**

#### 5.1.3 Waiver of Subrogation Endorsements

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

#### 5.1.4 Primary Insurance Endorsements

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

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

(c) **Reserved. (Pollution Liability Insurance Primary Insurance 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](mailto: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.

## 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.

## **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 **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.

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.

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.

## **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 may include any or all of the following, 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 listed 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.

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.

**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	Article 13	Data and Security
		Appendix E	Business Associate Agreement

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

**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/](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 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.

### **10.5 Nondiscrimination Requirements.**

**10.5.1 Nondiscrimination 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.** 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.

**10.8 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.

**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) and California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved.

**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.

#### **10.12 Reserved (Slavery Era Disclosure)**

**10.13 Working with Minors.** In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this Section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this Section shall control.

#### **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 **Reserved (Distribution of Beverages and Water)**

10.18 **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:	Nathaniel.wong@sfdph.org
And:	ANDREW WILLIAMS, PROGRAM MANAGER CONTRACT DEVELOPMENT & TECHNICAL ASSISTANCE 1380 HOWARD ST. 5 <sup>TH</sup> FLOOR SAN FRANCISCO, CA 94103	e-mail:	Andrew.williams@sfdph.org
To CONTRACTOR:	RICHMOND AREA MULTI SERVICES INC 4355 GEARY BLVD SAN FRANCISCO, CA 94118	e-mail:	angelatang@ramsinc.org

Any notice of default must be sent by registered mail or other trackable overnight 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 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

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 (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) 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 and, implementing task orders, Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control. 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.

**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.

**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.

**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.

## **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 must be retained for seven years.

### **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.

**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 Plan should include site specific plans to respond at the time of an emergency (emergency response plans) and plans to continue essential services after a disaster (continuity of operations plans). 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 and a continuity of operations plan for each of its service sites. 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 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.

#### **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 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) (v8/3/2022)
  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.

#### 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.

**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.

**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.

## **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:

Richmond Area Multi-Services, Inc.

DocuSigned by:  
*Greg Wagner* 1/12/2024 | 5:13 PM PST  
28527524752949F  
\_\_\_\_\_  
Grant Colfax, MD  
Director of Health  
Department of Public Health

DocuSigned by:  
*Angela Tang* 1/2/2024 | 3:05 PM PST  
6F19A81D004E44B  
\_\_\_\_\_  
Angela Tang, LCSW  
President and CEO  
  
Supplier ID: 0000012195

Approved as to Form:

David Chiu  
City Attorney

DocuSigned by:  
*Charles Bruce* 1/8/2024 | 9:29 AM PST  
6548676A0DB34B1...  
By: \_\_\_\_\_  
Charles Bruce  
Deputy City Attorney

Approved:

Sailaja Kurella  
Director of the Office of Contract Administration and  
Purchaser

DocuSigned by:  
*Taraneh Moayed* 1/19/2024 | 5:37 PM PST  
9AEA44694D514E7...  
By: \_\_\_\_\_  
Taraneh Moayed  
  
Assistant Director

## Appendices

A: Scope of Services  
B: Calculation of Charges  
C: Reserved  
D: Data Access and Sharing Terms  
E: HIPAA Business Associate Agreement

F: Invoice(s)  
G: Dispute Resolution

**Appendix A**  
**Scope of Services – DPH Behavioral Health Services**

**1. Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Denise 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, A-2: RAMS Wellness Centers

**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.

<b>Contractor Name:</b> Richmond Area Multi-Services, Inc.	<b>Appendix A-1,2</b>
<b>Program Name:</b> RAMS Wellness Centers	<b>Funding Term:</b> 07/01/23 – 06/30/24
	<b>Funding Source:</b> WO DCYF MH High School, MHSAs, County GF, SDMC FFP

## 1. Identifiers:

Program Name: RAMS Wellness Centers  
Program Address: 3626 Balboa Street  
City, State, Zip: San Francisco, CA 94121  
Telephone: (415) 668-5955  
Fax: (415) 668-0246  
Website Address: www.ramsinc.org

Contractor Address: RAMS Administration, 4355 Geary Blvd.  
City, State, ZIP: San Francisco, CA 94118

Person Completing this Narrative: Angela Tang and Kristin Chun  
Telephone: (415) 800-0699  
Fax: (415) 751-7336  
Email Address: angelatang@ramsinc.org

Program Code: 3894-6

Wellness Centers are located at:

- Academy of San Francisco (ASF) (94131)
- Phillip and Sala Burton Academic High School (94134)
- Downtown High School (94107)
- Galileo Academy of Science & Technology High School (94109)
- June Jordan High School (94112)
- Abraham Lincoln High School (94116)
- Lowell Alternative High School (94132)
- Mission High School (94114)
- Thurgood Marshall High School (94124)
- John O'Connell Alternative High School (94110)
- School of the Arts (94131)
- SF International High School (94110)
- Raoul Wallenberg High School (94115)
- George Washington High School (94121)
- Ida B. Wells High School (94117)

## 2. Nature of Document

Original     Contract Amendment     Request for Program Budget (RPB)

## 3. Goal Statement

<b>Contractor Name:</b> Richmond Area Multi-Services, Inc.	<b>Appendix A-1,2</b>
<b>Program Name:</b> RAMS Wellness Centers	<b>Funding Term:</b> 07/01/23 – 06/30/24
	<b>Funding Source:</b> WO DCYF MH High School, MHTSA, County GF, SDMC FFP

To provide integrated behavioral health and case management services at 15 of the high school-based Wellness Centers .

#### 4. Target Population

Fifteen SFUSD high schools (e.g. students & families; administrators & teachers) focusing on students of all ethnicities & populations with behavioral health concerns.

Additionally, RAMS serves Early and Periodic Screening Diagnosis and Treatment (EPSDT) eligible residents who are not currently served by the SF community mental health system. All San Franciscans of all ethnicities & populations under the age 21 who are eligible to receive the full scope of Medi-Cal services and meet medical necessity, but who are not currently receiving the same model of mental health services and not receiving services through capitated intensive case management services, i.e. Intensive Case Management, are eligible for EPSDT services.

#### 5. Modality(ies)/Interventions (aka Activities)

See Appendix B, CRDC pages

#### 6. Methodology

RAMS Wellness Centers program's model and treatment modalities are based on a client-centered, youth-focused, strength-based model with an inter-relational approach. As adolescent students present with a wide scope of issues (e.g. mental health, substance use/abuse), with diverse ages, ethnicity, sexuality, socio-economic status, service provision must be comprehensive to assess and respond, while de-stigmatizing therapy and establishing trust. In doing so, RAMS incorporates various culturally relevant evidence-based practices (e.g. Motivational Interviewing, Stages of Change, Brief Intervention Sessions, Beyond Zero Tolerance, Seeking Safety, Trauma-Focused Cognitive Behavioral Therapy, Mindfulness), in working with adolescents. Student outcomes are: improved psychological well-being, reduced substance use, positive engagement in school, family & community, awareness & utilization of resources, and school capacity to support student wellness.

##### A. Outreach, recruitment, promotion, and advertisement as necessary.

Facilitated by RAMS staff and interns, outreach & educational activities for students, families, and teachers are on various behavioral health issues (e.g. presentations at school meetings, participating in parent meetings, Back to School Nights, and PTSA meetings); and collaborating with Wellness staff in outreaching to students including general population as well as specific/targeted, hard to reach communities (e.g. LGBTQ, Chinese, gang-involved) by conducting various activities such as presentations (student orientation, classrooms, assemblies, and health fairs), contributing articles to the Wellness Newsletter, participating in student clubs & associations (culture/interest-based and student government), and other methods (e.g. connecting with Peer Resource, drop-in hours). Outreach is also to those who may benefit from case management, who are dealing with trauma/grief & loss, or families with limited resources.

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Behavioral health outreach, awareness, promotion, and educational services are provided to the entire student population, as requested by each school site. Outreach also includes trainings to staff & parents as requested and in doing so, counselors also develop an outline for the presentation which is formatted so that other sites can utilize it. RAMS also utilizes its social networking capability and advertises its services, events and program highlights via RAMS blog, Facebook page, and Twitter.

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

For the Wellness Centers program, students are referred to Wellness Center services by school staff, i.e teachers, academic counselors, deans, etc.; parents; or students themselves. Each student referred receives an assessment. The program primarily utilizes an assessment tool based on the HEADSS model (Home, Education/Employment, Activities, Drugs, Sexuality, and Safety) which identifies protective and risk factors in each area. HEADSS is an adolescent-specific, developmentally appropriate psychosocial interview method that structures questions so as to facilitate communication and to create an empathetic, confidential, and respectful environment. RAMS assesses students for appropriateness of services modality, frequency, and accessibility (location, schedule). RAMS provides services on-site at the Wellness Centers as well as off-site by other community program providers (including RAMS Outpatient Clinic). The type, frequency, and location (on- or off-site) of services are tailored to the client's acuity & risk, functional impairments, and clinical needs as well as accessibility to community resources (e.g. family support, insurance coverage, ability to pay if needed).

**C. Service delivery model, including treatment modalities, phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, residential bed capacity, etc. Include any linkages/coordination with other agencies.**

For the Wellness Centers Program, counselors are available from the beginning of the school day to 30 minutes after school. (8 a.m. – 4 p.m.). During a crisis, the Counselor may stay longer to assist with care transition (e.g. Child Crisis), in consultation with the RAMS Director of Behavioral Health Services, Clinical Supervisor and Wellness Center team. During school breaks, RAMS offers direct services (counseling, case management, crisis intervention) at various locations (e.g., summer school, RAMS Outpatient Clinic, and in the community).

The RAMS model of Wellness services' treatment modalities & strategies include: multi-lingual and multi-cultural behavioral health (mental health & substance abuse) assessment and individual & group intervention (short, medium, & long-term counseling, collateral); crisis intervention; substance use/abuse services (primary and secondary prevention and outpatient services); clinical case management and service coordination & liaison (community providers, emergency support services); consultation; outreach & educational activities for students & parents and teachers; and collaborating with Wellness staff in outreaching to students including general population as well as specific/targeted, hard to reach communities. Furthermore, RAMS may offer ongoing behavioral health group(s) with topics such as: Anger Management, Life

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Skills, Mindfulness, 9th grade Transition group, Senior Transition group, etc. The RAMS model focuses on short-term behavioral health counseling and case management services, with longer durations to be assessed in consultation with RAMS supervisors and Wellness team. RAMS Counselors work within the school-based Wellness team under the direction of the Wellness Coordinator, RAMS Director of Behavioral Health Services and Clinical Supervisors.

In the Children’s Wellness SUD program, Early Intervention Substance Use Disorder services will be provided to youth who are in the early stages of substance use. When youth presents to this program, they will be screened to determine whether early intervention services are suitable:

- If so, youth will be provided brief intervention services spanning 4-6 weeks, which will include counseling/therapy as well as psychoeducation services. The brief intervention model will utilize elements of several evidence-based practices mentioned above. At the end of the brief intervention period, if appropriate, youth will be referred to long-term behavioral health treatment services. If not, youth will be connected to community support programs.
- If no and the youth is in need of a higher level of care, RAMS will refer youth to their own outpatient clinic or another community-based clinic to receive long-term co-occurring services. If youth’s needs warrant higher level of standalone SUD services, RAMS will consult with and submit a referral to the CYF SUD Program Manager.
- There will also be a 3<sup>rd</sup> category of youth who are being referred as part of a disciplinary actions for being found with substances on campus. While RAMS team will provide brief intervention services to support the school system, the agency will be closely monitoring youth’s well-being to determine whether sooner action is needed to put youth in higher level of care. RAMS will collaboratively work with school and CYF SOC SUD Program Manager to determine the best course of action to support youth in these high need scenarios.

Additionally, the Wellness SUD team will consult, host trainings and workshops on substance use related topics to educate and support youth, families, and school staff.

For clients receiving EPSDT services, the Child and Adolescent Needs and Strengths (CANS) assessment tool is used. The Counselor, in consultation with her/his Clinical Supervisor and/or Program Director, determines clinical and treatment needs and planning (goal development) throughout the service delivery process (informed by the assessment tool data) weighing risk factors that can prompt more immediate on-site services with short term counseling (one to five sessions), medium length (six to 11 sessions), or long term counseling (12 or more sessions, requires DSM diagnosis and potential decompensation). Case reviews by the Clinical Supervisors and/or Program Director are conducted, at minimum, at each service interval (sixth session, 11<sup>th</sup> session, 20<sup>th</sup> session, etc.).

Referrals to off-site services are indicated when:

- Students/family have private/public insurance that covers behavioral health services
- Students referred for services at the end of the school year and/or about to graduate high school

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- Students requiring more than once a week counseling (e.g. high risk with suicidal/homicidal ideation; psychosis, high substance use, etc.) to be linked with a higher levels of care in the community
- Students/families can connect with community services with little or no accessibility barriers

D. Describe your program’s exit criteria and process, e.g. successful completion.

For the Wellness Centers Program, disposition of all cases are conducted in accordance to clinical standards of care, in collaboration with the client and family (and other parties involved), and through providing follow-up and/or referral information/linkage. For clients with ongoing care, termination or step-down process to less intensive treatment services begins when a child/youth has met all or majority of the target goals in the Plan of Care, when his/her target symptoms have decreased or alleviated, and he/she can function at his/her developmental expectation. Stressors are also considered whether the child/youth may decompensate if service is terminated or stepped-down. Students may be referred for other mental health/substance use or case management services for long-term or short-term, early intervention, or assessment only services. RAMS counselors take part in ensuring that continuity of care takes place when students transfer or graduate from high school.

E. Program staffing.

See BHS Appendix B.

RAMS Wellness Centers Program services are provided by: Behavioral Health Therapists/Counselors, Trauma/Grief & Loss Group Counselor, six graduate school interns/trainees, and volunteers. All staff/interns have a Clinical Supervisor and overall program oversight is the responsibility of the Director of Behavioral Health Services/Program Director.

RAMS Wellness Centers Program maintains a school-based internship program; during FY 2023-2024, there are six graduate school interns/trainees (counseling). All interns are providing behavioral health services; each intern is supported in their learning process, receiving weekly clinical individual and group supervision, and didactic seminars. These internships are unpaid positions.

F. Mental Health Services Act Programs

1. Consumer participation/engagement: Programs must identify how participants and/or their families are engaged in the development, implementation and/or evaluation of programs. This can include peer-employees, advisory committees, etc.

RAMS is committed to consumer involvement and community input in all elements of program operations, including planning, implementation, and evaluation. This process ensures quality programming, increases effectiveness, and cultural competency. The best informant for the culturally relevant curriculum & program development is the target population, themselves.

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Effective activities at school-based programs that inform service delivery include: focus groups & meetings with students, families, and school administrators & teachers to identify & address the school's needs and best practices; anonymous surveys; coordinate a Student Advisory Committee; and engage & foster relationships with consumer community at convenient & easily-accessible venues/platforms (e.g. staff development trainings, PTSA meetings, "free periods," hosted lunch hour events). All meeting outcomes, evaluations, and reviews are reported to RAMS executive management along with any action plans (e.g. adjustment of service strategies in consideration of cultural relevancy and school-based setting).

2. MHPA Vision: Providers have the attitudes, knowledge and skills needed to understand, communicate with, and effectively serve people across cultures.

RAMS is recognized as a leader in providing culturally competent services (inclusive of providers having the attitudes, knowledge, and skills needed to understand, communicate with, and effectively serve people across all cultures), and our programs' breadth, depth, and extensiveness have afforded the agency with a highly regarded reputation. It is an integral aspect for organizational and program development, planning, policies & procedures, service implementation, staff recruitment & employment practices, and outreach & referral. Furthermore, as demonstrated by its history and current diverse workforce, RAMS effectively recruits, hires, and retains staff that appropriately reflects cultural and linguistic diversity of the client population. The staff possesses the attitudes, knowledge, and skills to understand, communicate with, and effectively serve individuals across all cultures. When providing services to clients, providers consider all cultural components of the individual including her/his immigration generation, level of acculturation, accessibility of resources & support, and other factors (e.g. age, race/ethnicity, sexuality, socio-economic status, academic needs, neighborhood/defined community, etc.). As such, service delivery is strengths-based, adaptable & flexible, individual and group counseling is provided in the student(s)'s primary/preferred language(s), and involves family participation (as appropriate).

RAMS Wellness capacity includes Spanish, Cantonese, Mandarin, Tagalog, and Vietnamese as well as can easily access the agency's enhanced capacity of 30 languages (Asian languages, and Russian). As part of RAMS' efforts to support and further enhance the professional development of its staff (including effective engagement strategies), RAMS consistently coordinates for various trainings such as: school-based program-specific trainings, weekly didactic trainings on culturally specific issues, monthly children & youth case conferences, and weekly Wellness program case conferences (only during summer). Training topics are determined in various manners including a needs assessment/survey, emerging issues of clients (e.g. internet addiction), evidenced-based models of care, staff meetings, and feedback from direct service providers and clinical supervisors. In addition, there is an ongoing selection of topics that are provided to ensure retention and enhancement of youth-focused strategies trainings (e.g. intermediate level Motivational Interviewing). RAMS Wellness administrators also meet with Wellness Initiative and School Health representatives monthly and discuss training topics and gaps in skills and services to plan training not only for RAMS Wellness staff, but for Wellness Initiative and school personnel.

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## 7. Objectives and Measurements

### A. Standard Objectives:

All applicable objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS CYF Performance Objectives FY 2023-24 .

## 8. Continuous Quality Assurance and Improvement

### A. Achievement of contract performances objectives and productivity

RAMS continuously monitors progress towards contract performance objectives and has established information dissemination and reporting mechanisms to support achievement. All direct service providers are informed about objectives and the required documentation related to the activities and treatment outcomes; for example, staff are informed and prompted about recording client's primary care provider at case opening in Avatar. With regards to management monitoring, the Program Director reports progress/status towards each contract objective in the monthly report to executive management (including Deputy Chief/Director of Clinical Services). If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action. The data reported in the monthly report is collected in real time, with its methodology depending on the type of information; for instance, the RAMS Information Technology/Billing Information Systems (IT/BIS) department extracts data from the Avatar system to develop a report on units of service per program code/reporting unit. In addition, the Program Director monitors treatment progress (level of engagement after intake, level of accomplishing treatment goals/objectives), treatment discharge reasons, and service utilization review. RAMS also conducts various random chart reviews to review adherence to objectives as well as treatment documentation requirements.

### B. Quality of documentation, including a description of internal audits

The program utilizes various mechanisms to review documentation quality. Client charts are reviewed by clinical supervisors at 6 (short intensity), 12 session (medium intensity) and 20 session (long term) for quality, thoroughness, accuracy and appropriateness of continuation of services. Long-term cases are reviewed by clinical supervisor and Director of Behavioral Health Services/Program Director, on at least, a quarterly basis. RAMS maintains a system/procedure to ensure that majority of clients receive short-term interventions and that clients receiving medium to long-term interventions are monitored. Services are generally provided to those exhibiting high level of need and whose school attendance is conducive to regular sessions. In addition, two internal audits of charting occur annually – one peer review and one conducted by the director – to monitor compliance to legal and ethical standards of care.

In addition, on a regularly scheduled basis, clinical documentation is reviewed by the service utilization committee (e.g. PURQC); based on their review, the committee determines service authorizations including frequency of treatment and modality/type of services, and the match to client's progress & clinical needs; feedback is provided to direct clinical staff members. Clinical

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supervisors also monitor the treatment documentation of their supervisees; most staff meet weekly with their clinical supervisors to review caseload with regard to intervention strategies, treatment plans & progress, documentation, productivity, etc. Psychiatry staff may also conduct a peer chart review in which a sampling of charts are reviewed with feedback.

In addition to the program's documentation review, the RAMS Administration (quality improvement) conducts a review of randomly selected charts to monitor adherence to documentation standards and protocols. Feedback will be provided directly to staff as well as general summaries at staff meetings.

### C. Cultural Competency of staff and services

RAMS philosophy of care reflects values that recovery & rehabilitation are more likely to occur where the mental health systems, services, and providers have and utilize knowledge and skills that are culturally competent and compatible with the backgrounds of consumers and their families and communities, at large. The agency upholds the Culturally and Linguistically Appropriate Services (CLAS) standards. The following is how RAMS monitors, enhances, and improves service quality:

- Ongoing professional development and enhancement of cultural competency practices are facilitated through a regular training schedule, which includes in-service trainings on various aspects of cultural competency/humility and service delivery (including holistic & complementary health practices, wellness and recovery principles) and case conferences. Trainings are from field experts on various clinical topics; case conference is a platform for the practitioner to gain additional feedback regarding intervention strategies, etc. Professional development is further supported by individual clinical supervision; supervisors and their supervisees' caseload with regard to intervention strategies, treatment plans & progress, documentation, etc. Furthermore, RAMS holds cultural competency trainings with topics that are identified through various methods, primarily from direct service staff suggestions and pertinent community issues.
- Ongoing review of treatment indicators is conducted by the Program Director (and reported to executive management) on monthly basis; data collection and analysis of treatment engagement.
- Client's preferred language for services is noted at intake; during the case assignment process, the Program Director matches client with counselor by taking into consideration language, culture, and provider expertise. RAMS also maintains policies on Client Language Access to Services; Client Nondiscrimination and Equal Access; and Welcoming and Access.
- At least annually, aggregated demographic data of clientele and staff/providers is collected and analyzed by management in order to continuously monitor and identify any enhancements needed.

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- Strengthening and empowering the roles of consumers and their families by soliciting feedback on service delivery and identifying areas for improvement (see Section D. Client Satisfaction).
- RAMS maintains policies and procedures to recruit, retain, and promote at all levels a diverse staff and leadership (including Board of Directors) that reflect the multi-cultural, multi-lingual diversity of the community. Other retention strategies include soliciting staff feedback on agency/programmatic improvements (service delivery, staffing resources); this is continuously solicited by the Program Director and executive leadership meets with each program to solicit feedback for this purpose. The agency may disseminates staff satisfaction surveys and Human Resources conducts exit interviews with departing staff. All information is gathered and management explores implementation, if deemed appropriate; this also informs the agency’s strategic plan.
- To ensure accountability at all levels, the RAMS CEO meets with the RAMS Board of Directors on a regular basis (approximately monthly) and provides an update on agency and programs’ activities and matters.

#### D. Satisfaction with services

RAMS adheres to the BHS satisfaction survey protocols which include dissemination annually or biannually. In addition, the program administers its own satisfaction survey, at case closure (for youth seen for more than six sessions) which include questions around meeting treatment goals, life improvement, and perspectives about counseling. Furthermore, the program conducts focus groups to solicit feedback on services as well as administers satisfaction surveys to students and school staff, to determine areas of strength and challenges to programming. Results of the satisfaction methods are shared at staff meetings, and reported to executive management. All satisfaction survey methods and feedback results are compiled and reported to executive management along with assessment of suggestion implementation.

#### E. Timely completion and use of outcome data, including CANS

As described in the previous CQI sections, RAMS continuously utilizes available data to inform service delivery to support positive treatment outcomes. Furthermore, in regards to CANS data, upon receipt of BHS-provided data and analysis reports, the Program Director along with RAMS executive management review and analyze the information. Specifically, management reviews for trends and any significant changes in overall rating scales. Analysis reports and findings are also shared in staff meetings and program management/supervisors meetings. The analysis may also assist in identifying trainings needs.

### 9. Required Language:

Not Applicable.

## **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 (15<sup>th</sup>) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

(2) 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 (15<sup>th</sup>) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) 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 High School Wellness Center Initiative

Appendix B-2 Wellness Center Substance Abuse

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$765,835** 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 **C** 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

<b>Contract Term</b>	<b>Estimated Funding Allocation</b>
July 1, 2023 to June 30, 2024	\$2,744,063
July 1, 2024 to June 30, 2025	\$2,881,266
July 1, 2025 to June 30, 2026	\$3,025,329
<b>Subtotal</b>	<b>\$8,650,658</b>
Contingency @ 12% (July 1, 2023 to June 30, 2026)	\$765,835
<b>Total Revised Not-to-Exceed Amount</b>	<b>\$9,416,493</b>

**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		00343		Appendix B, Page 1	
Legal Entity Name/Contractor Name		Richmond Area Multi-Services, Ir		Fiscal Year 2023-2024	
Contract ID Number		1000029004		Funding Notification Date 08/18/23	
Appendix Number	B-1	B-2	B-#		
Provider Number	3894				
Program Name	High School Wellness Center Initiative	Children Wellness Center Substance			
Program Code	38946	38946			
Funding Term	07/01/23-06/30/24	07/01/23-06/30/24			
<b>FUNDING USES</b>				<b>TOTAL</b>	
Salaries	\$ 1,550,704	\$ 252,323		\$ 1,803,027	
Employee Benefits	\$ 390,087	\$ 63,081		\$ 453,168	
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>\$ 1,940,791</b>	<b>\$ 315,404</b>	<b>\$ -</b>	<b>\$ 2,256,195</b>	
Operating Expenses	\$ 130,862	\$ 20,023		\$ 150,885	
Capital Expenses				\$ -	
<b>Subtotal Direct Expenses</b>	<b>\$ 2,071,653</b>	<b>\$ 335,427</b>	<b>\$ -</b>	<b>\$ 2,407,080</b>	
Indirect Expenses	\$ 290,028	\$ 46,955		\$ 336,983	
Indirect %	14.0%	14.0%	0.0%	14.0%	
<b>TOTAL FUNDING USES</b>	<b>\$ 2,361,681</b>	<b>\$ 382,382</b>	<b>\$ -</b>	<b>\$ 2,744,063</b>	
		Employee Benefits Rate		25.1%	
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>					
MH FED SDMC FFP (50%) CYF	\$ 87,500			\$ 87,500	
MH STATE CYF 2011 PSR	\$ 84,750			\$ 84,750	
MH CYF COUNTY General Fund (matched)	\$ 2,750			\$ 2,750	
MH WO DCYF MH High School	\$ 1,529,916			\$ 1,529,916	
MH CYF COUNTY WO CODB	\$ 72,671			\$ 72,671	
MH MHSA (CSS)	\$ 159,549			\$ 159,549	
MH CYF COUNTY General Fund	\$ 67,154			\$ 67,154	
MH MHSA (PEI)	\$ 357,391			\$ 357,391	
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ 2,361,681</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,361,681</b>	
<b>BHS SUD FUNDING SOURCES</b>					
SUD County General Fund		\$ 210,987		\$ 210,987	
SUD WO DCYF Wellness Centers		\$ 171,395		\$ 171,395	
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ 382,382</b>	<b>\$ -</b>	<b>\$ 382,382</b>	
<b>OTHER DPH FUNDING SOURCES</b>					
				\$ -	
				\$ -	
				\$ -	
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 2,361,681</b>	<b>\$ 382,382</b>	<b>\$ -</b>	<b>\$ 2,744,063</b>	
<b>NON-DPH FUNDING SOURCES</b>					
				\$ -	
				\$ -	
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 2,361,681</b>	<b>\$ 382,382</b>	<b>\$ -</b>	<b>\$ 2,744,063</b>	
Prepared By Eduard Agajanian 408-394-8778					

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

DHCS Legal Entity Number 00343							Appendix Number B-1
Provider Name Richmond Area Multi-Services, Inc.							Page Number
Provider Number 3894							Fiscal Year 2023-2024
Contract ID Number T000029004							Funding Notification Date 08/18/23
Program Name		High School Wellness Center Initiative					
Program Code		38946	38946	38946	38946	38946	
Mode/SFC (MH) or Modality (SUD)		15	45/10-19	45/10-19	45/10-19	45/10-19	
Service Description		Outpatient Services	OS-MH Promotion	OS-MH Promotion	OS-MH Promotion	OS-MH Promotion	
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	
<b>FUNDING USES</b>							<b>TOTAL</b>
Salaries & Employee Benefits		\$ 143,794	\$ 1,316,737	\$ 131,098	\$ 293,971	\$ 55,191	\$ 1,940,791
Operating Expenses		\$ 9,716	\$ 89,041	\$ 8,857	\$ 19,534	\$ 3,714	\$ 130,862
Capital Expenses							\$ -
<b>Subtotal Direct Expenses</b>		<b>\$ 153,510</b>	<b>\$ 1,405,778</b>	<b>\$ 139,955</b>	<b>\$ 313,505</b>	<b>\$ 58,905</b>	<b>\$ 2,071,653</b>
Indirect Expenses		\$ 21,490	\$ 196,809	\$ 19,594	\$ 43,886	\$ 8,249	\$ 290,028
Indirect %		14.0%	14.0%	14.0%	14.0%	14.0%	14.0%
<b>TOTAL FUNDING USES</b>		<b>\$ 175,000</b>	<b>\$ 1,602,587</b>	<b>\$ 159,549</b>	<b>\$ 357,391</b>	<b>\$ 67,154</b>	<b>\$ 2,361,681</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>Fund-Dept-Auth-Proj-Activity</b>					
MH FED SDMC FFP (50%) CYF		10000-251962-10000-10001670-0001	\$ 87,500				\$ 87,500
MH STATE CYF 2011 PSR		10000-251962-10000-10001670-0001	\$ 84,750				\$ 84,750
MH CYF COUNTY General Fund (matched)		10000-251962-10000-10001670-0001	\$ 2,750				\$ 2,750
MH WO DCYF MH High School		10060-251962-10002-10001799-0006		\$ 1,529,916			\$ 1,529,916
MH CYF COUNTY WO CODB		10000-251962-10000-10001670-0001		\$ 72,671			\$ 72,671
MH MHSa (CSS)		11630-251984-17156-10031199-0085			\$ 159,549		\$ 159,549
MH MHSa (PEI)		11630-251984-17156-10031199-0091				\$ 357,391	\$ 357,391
MH CYF COUNTY General Fund		10000-251962-10000-10001670-0001				\$ 67,154	\$ 67,154
This row left blank for funding sources not in drop-down list							\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 175,000</b>	<b>\$ 1,602,587</b>	<b>\$ 159,549</b>	<b>\$ 357,391</b>	<b>\$ 67,154</b>	<b>\$ 2,361,681</b>
<b>BHS SUD FUNDING SOURCES</b>		<b>Dept-Auth-Proj-Activity</b>					
							\$ -
							\$ -
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>OTHER DPH FUNDING SOURCES</b>		<b>Dept-Auth-Proj-Activity</b>					
							\$ -
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 175,000</b>	<b>\$ 1,602,587</b>	<b>\$ 159,549</b>	<b>\$ 357,391</b>	<b>\$ 67,154</b>	<b>\$ 2,361,681</b>
<b>NON-DPH FUNDING SOURCES</b>							
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>175,000</b>	<b>1,602,587</b>	<b>159,549</b>	<b>357,391</b>	<b>67,154</b>	<b>2,361,681</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Cost Reimbursement (CR)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service/Hours to Bill (LOF)		881	13,194	1,314	2,942	553	
Unit Type		Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 198.64	\$ 121.46	\$ 121.42	\$ 121.48	\$ 121.44	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 198.64	\$ 121.46	\$ 121.42	\$ 121.48	\$ 121.44	
Published Rate (Medi-Cal Providers Only)							<b>Total UDC</b>
Unduplicated Clients (UDC)		25	180	Included	Included	Included	205

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

Contract ID Number 1000029004  
 Program Name High School Wellness Center Initiative  
 Program Code 38946

Appendix Number B-1  
 Page Number \_\_\_\_\_  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/18/23

	TOTAL		MH WO DCYF High School (251962-10002-10001799-0006)		MH CYF County WO CODB (251962-10000-10001670-0001)		MHSA (CSS) (251984-17156-10031199-0085)		MH MHSA (PEI) (251984-17156-10031199-0091)		MH CYF County GF (251962-10000-10001670-0001)	
Funding Term	07/01/23-06/30/24		07/01/23-06/30/24		07/01/23-06/30/24		07/01/23-06/30/24		07/01/23-06/30/24		07/01/23-06/30/24	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.750	\$ 116,086	0.500	\$ 78,058	0.020	\$ 3,711	0.050	\$ 8,147	0.145	\$ 22,601	0.035	\$ 3,569
Clinical Supervisor	0.807	\$ 87,281	0.550	\$ 59,799	0.030	\$ 2,840	0.060	\$ 6,236	0.145	\$ 15,724	0.022	\$ 2,682
Child Psychiatrist/MD	0.032	\$ 6,473	0.020	\$ 4,606	0.001	\$ 219	0.001	\$ 480	0.004	\$ 969	0.006	\$ 199
Behavioral Counselor / Therapist	14.687	\$ 1,215,000	10.470	\$ 858,295	0.500	\$ 40,758	1.090	\$ 89,507	2.180	\$ 189,131	0.447	\$ 37,309
Office Manager	0.129	\$ 10,829	0.040	\$ 4,871	0.010	\$ 231	0.010	\$ 508	0.058	\$ 4,885	0.011	\$ 334
<b>Totals:</b>	16.405	\$ 1,435,669	11.580	\$ 1,005,629	0.561	\$ 47,759	1.211	\$ 104,878	2.532	\$ 233,310	0.521	\$ 44,093
<b>Employee Benefits:</b>	25.17%	\$ 361,328	25.00%	\$ 251,407	25.00%	\$ 11,942	25.00%	\$ 26,220	26.00%	\$ 60,661	25.17%	\$ 11,098
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 1,796,997</b>		<b>\$ 1,257,036</b>		<b>\$ 59,701</b>		<b>\$ 131,098</b>		<b>\$ 293,971</b>		<b>\$ 55,191</b>



Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000029004  
 Program Name High School Wellness Center Initiative  
 Program Code 38946

Appendix Number B-1  
 Page Number \_\_\_\_\_  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/18/23

Expense Categories & Line Items	TOTAL	MH Fed SDMC FFP CYF; MH State CYF 2011 PSR; MH CYF County GF (matched) (251962-10000-10001670-0001)	MH WO DCYF High School (251962-10002-10001799-0006)	MH CYF County WO CODB (251962-10000-10001670-0001)	MHSA (CSS) (251984-17156-10031199-0085)	MH MHSA (PEI) (251984-17156-10031199-0091)	MH CYF County GF (251962-10000-10001670-0001)
Funding Term	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24
Rent	\$ 23,685	\$ 2,027	\$ 17,723	\$ 842	\$ 1,848	\$ 581	\$ 664
Utilities (telephone, electricity, water, gas)	\$ 17,028	\$ 1,317	\$ 11,514	\$ 547	\$ 1,201	\$ 1,967	\$ 482
Building Repair/Maintenance	\$ 1,884	\$ 155	\$ 1,354	\$ 65	\$ 140	\$ 116	\$ 54
<b>Occupancy Total:</b>	<b>\$ 42,597</b>	<b>\$ 3,499</b>	<b>\$ 30,591</b>	<b>\$ 1,454</b>	<b>\$ 3,189</b>	<b>\$ 2,664</b>	<b>\$ 1,200</b>
Office Supplies	\$ 5,590	\$ 450	\$ 3,922	\$ 186	\$ 410	\$ 465	\$ 157
Photocopying	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ 540	\$ 37	\$ 322	\$ 15	\$ 34	\$ 116	\$ 16
Computer Hardware/Software	\$ 9,642	\$ 530	\$ 4,638	\$ 220	\$ 484	\$ 3,488	\$ 282
<b>Materials &amp; Supplies Total:</b>	<b>\$ 15,772</b>	<b>\$ 1,017</b>	<b>\$ 8,882</b>	<b>\$ 421</b>	<b>\$ 928</b>	<b>\$ 4,069</b>	<b>\$ 455</b>
Training/Staff Development	\$ 12,939	\$ 958	\$ 8,376	\$ 398	\$ 873	\$ 1,966	\$ 368
Insurance	\$ 17,464	\$ 1,272	\$ 11,123	\$ 528	\$ 1,160	\$ 2,883	\$ 498
Professional Licenses	\$ 1,906	\$ 144	\$ 1,256	\$ 60	\$ 130	\$ 262	\$ 54
Software Subscription	\$ 4,775	\$ 332	\$ 2,899	\$ 138	\$ 302	\$ 969	\$ 135
Equipment Lease & Maintenance	\$ 2,049	\$ 177	\$ 1,546	\$ 73	\$ 161	\$ 35	\$ 57
<b>General Operating Total:</b>	<b>\$ 39,133</b>	<b>\$ 2,883</b>	<b>\$ 25,200</b>	<b>\$ 1,197</b>	<b>\$ 2,626</b>	<b>\$ 6,115</b>	<b>\$ 1,112</b>
Local Travel	\$ 603	\$ 44	\$ 386	\$ 18	\$ 40	\$ 97	\$ 18
Out-of-Town Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Staff Travel Total:</b>	<b>\$ 603</b>	<b>\$ 44</b>	<b>\$ 386</b>	<b>\$ 18</b>	<b>\$ 40</b>	<b>\$ 97</b>	<b>\$ 18</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)							
Translation Line	\$ 4,027	\$ 354	\$ 3,092	\$ 147	\$ 322	\$ -	\$ 112
Legal Consultant, (David Leatherberry). Provides as needed legal consultation around HIPAA Compliance and Privacy Laws at hourly rate is \$350/hr for approx. 8.4 hours.	\$ 2,940	\$ 258	\$ 2,261	\$ 100	\$ 235	\$ -	\$ 86
<b>Consultant/Subcontractor Total:</b>	<b>\$ 6,967</b>	<b>\$ 612</b>	<b>\$ 5,353</b>	<b>\$ 247</b>	<b>\$ 557</b>	<b>\$ -</b>	<b>\$ 198</b>
Other (provide detail):							
Recruitment	\$ 3,117	\$ 221	\$ 1,932	\$ 92	\$ 202	\$ 581	\$ 89
Client Related Expenses	\$ 22,673	\$ 1,440	\$ 12,668	\$ 600	\$ 1,315	\$ 6,008	\$ 642
<b>Other Total:</b>	<b>\$ 25,790</b>	<b>\$ 1,661</b>	<b>\$ 14,600</b>	<b>\$ 692</b>	<b>\$ 1,517</b>	<b>\$ 6,589</b>	<b>\$ 731</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 130,862</b>	<b>\$ 9,716</b>	<b>\$ 85,012</b>	<b>\$ 4,029</b>	<b>\$ 8,857</b>	<b>\$ 19,534</b>	<b>\$ 3,714</b>

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

DHCS Legal Entity Number 00343		Appendix Number B-2	
Provider Name Richmond Area Multi-Services, Inc.		Page Number	
Provider Number 388915		Fiscal Year 2023-2024	
Contract ID Number 1000029004		Funding Notification Date 08/18/23	
Program Name	Children Wellness Center Substance Abuse		
Program Code	38946	38946	
Mode/SFC (MH) or Modality (SUD)	SecPrev-19	SecPrev-19	
Service Description	SA-Sec Prev Outreach	SA-Sec Prev Outreach	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/23-06/30/24	07/01/23-06/30/24	
<b>FUNDING USES</b>			<b>TOTAL</b>
Salaries & Employee Benefits	\$ 174,031	\$ 141,373	\$ 315,404
Operating Expenses	\$ 11,047	\$ 8,976	\$ 20,023
Capital Expenses			\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 185,078</b>	<b>\$ 150,349</b>	<b>\$ 335,427</b>
Indirect Expenses	\$ 25,909	\$ 21,046	\$ 46,955
Indirect %	14.0%	14.0%	14.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 210,987</b>	<b>\$ 171,395</b>	<b>\$ 382,382</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
			\$ -
			\$ -
			\$ -
			\$ -
This row left blank for funding sources not in drop-down list			\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
SUD County General Fund	240646-10000-10001681-0003	\$ 210,987	\$ 210,987
SUD WO DCYF Wellness Centers	240646-10002-10001973-0001		\$ 171,395
			\$ -
			\$ -
This row left blank for funding sources not in drop-down list			\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ 210,987</b>	<b>\$ 171,395</b>	<b>\$ 382,382</b>
<b>OTHER DPH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
			\$ -
			\$ -
This row left blank for funding sources not in drop-down list			\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 210,987</b>	<b>\$ 171,395</b>	<b>\$ 382,382</b>
<b>NON-DPH FUNDING SOURCES</b>			
			\$ -
This row left blank for funding sources not in drop-down list			\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>210,987</b>	<b>171,395</b>	<b>382,382</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>			
	Number of Beds Purchased		
	SUD Only - Number of Outpatient Group Counseling Sessions		
	SUD Only - Licensed Capacity for Narcotic Treatment Programs		
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service/Hours to Bill (LOF)	1,737	1,411	
Unit Type	Hours	Hours	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 121.47	\$ 121.47	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 121.47	\$ 121.47	
Published Rate (Medi-Cal Providers Only)			
Unduplicated Clients (UDC)	83	67	150

CHECK: FUNDING USES = FUNDING SOURCES (Should always be ZERO) 0  
 FORMULA: DPH UNITS 121.47 121.47 0

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number: 1000029004  
 Program Name: Children Wellness Center Substance Abuse  
 Program Code: 38946

Appendix Number: B-2  
 Page Number:  
 Fiscal Year: 2023-2024  
 Funding Notification Date: 08/18/23

Funding Term	TOTAL		SUD County General Fund (240646-10000-10001681-0003)		SUD WO DCYF Wellness Centers (240646-10002-10001973-0001)		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
07/01/23-06/30/24			07/01/23-06/30/24		07/01/23-06/30/24							
Program Director	0.125	\$ 19,526	0.068	\$ 10,774	0.057	\$ 8,752						
Clinical Supervisor	0.130	\$ 14,064	0.072	\$ 7,760	0.058	\$ 6,304						
Child Psychiatrist/MD	0.015	\$ 3,000	0.008	\$ 1,656	0.007	\$ 1,344						
Behavioral Counselor / Therapist	2.616	\$ 214,516	1.443	\$ 118,363	1.173	\$ 96,153						
Office Manager	0.014	\$ 1,217	0.008	\$ 672	0.006	\$ 545						
<b>Totals:</b>	<b>2.900</b>	<b>\$ 252,323</b>	<b>1.599</b>	<b>\$ 139,225</b>	<b>1.301</b>	<b>\$ 113,098</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>
<b>Employee Benefits:</b>	25.00%	\$ 63,081	25.00%	\$ 34,806	25.00%	\$ 28,275	0.00%		0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 315,404</b>		<b>\$ 174,031</b>		<b>\$ 141,373</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>



Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000029004  
 Program Name Children Wellness Center Substance Abuse  
 Program Code 38946

Appendix Number B-2  
 Page Number  
 Fiscal Year 2023-2024  
 Funding Notification Date 08/18/23

Expense Categories & Line Items	TOTAL	SUD County General Fund (240646-10000-10001681-0003)	SUD WO DCYF Wellness Centers (240646-10002-10001973-0001)	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
<b>Funding Term</b>	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 1,336	\$ 737	\$ 599			
Utilities (telephone, electricity, water, gas)	\$ 3,024	\$ 1,669	\$ 1,355			
Building Repair/Maintenance	\$ 338	\$ 187	\$ 151			
<b>Occupancy Total:</b>	<b>\$ 4,698</b>	<b>\$ 2,593</b>	<b>\$ 2,105</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 980	\$ 541	\$ 439			
Photocopying	\$ -	\$ -	\$ -			
Program Supplies	\$ 80	\$ 44	\$ 36			
Computer Hardware/Software	\$ 1,159	\$ 640	\$ 519			
<b>Materials &amp; Supplies Total:</b>	<b>\$ 2,219</b>	<b>\$ 1,225</b>	<b>\$ 994</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 2,094	\$ 1,155	\$ 939			
Insurance	\$ 2,780	\$ 1,534	\$ 1,246			
Professional Licenses	\$ 314	\$ 173	\$ 141			
Software Subscription	\$ 728	\$ 400	\$ 328			
Equipment Lease & Maintenance	\$ 386	\$ 213	\$ 173			
<b>General Operating Total:</b>	<b>\$ 6,302</b>	<b>\$ 3,475</b>	<b>\$ 2,827</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ 97	\$ 53	\$ 44			
Out-of-Town Travel	\$ -	\$ -	\$ -			
Field Expenses	\$ -	\$ -	\$ -			
<b>Staff Travel Total:</b>	<b>\$ 97</b>	<b>\$ 53</b>	<b>\$ 44</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)						
Translation Line	\$ 773	\$ 426	\$ 347			
Legal Consultant, (David Leatherberry). Provides as needed legal consultation around HIPAA Compliance and Privacy Laws at hourly rate is \$350/hr for approx. 1.6 hours.	\$ 560	\$ 310	\$ 250			
<b>Consultant/Subcontractor Total:</b>	<b>\$ 1,333</b>	<b>\$ 736</b>	<b>\$ 597</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Other (provide detail):						
Recruitment	\$ 482	\$ 266	\$ 216			
Client Related Expenses	\$ 4,892	\$ 2,699	\$ 2,193			
<b>Other Total:</b>	<b>\$ 5,374</b>	<b>\$ 2,965</b>	<b>\$ 2,409</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 20,023</b>	<b>\$ 11,047</b>	<b>\$ 8,976</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Note: Expense Categories (i.e., Occupancy, Materials & Supplies, etc.) may NOT be changed. However, default Expense Line Items may be edited or deleted as necessary to reflect the contractor's ledger accounts.

**Appendix B - DPH 5: Capital Expenses Detail**

Contract ID Number 1000029004  
 Program Name High School Wellness Center Initiative  
 Program Code 38946

Appendix Number B-1  
 Page Number \_\_\_\_\_  
 Fiscal Year 2023-2024  
 Funding Notification Date: 08/18/23

**1. Equipment**

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

**Total Equipment Cost** \$ -

**2. Remodeling**

Description	Total Cost

**Total Remodeling Cost** \$ -

**Total Capital Expenditure** \$ -  
 (Equipment plus Remodeling Cost)

**Appendix B - DPH 6: Contract-Wide Indirect Detail**Contractor Name Richmond Area Multi-Services, Inc.

Page Number \_\_\_\_\_

Contract ID Number 1000029004Fiscal Year 2023-2024Funding Notification Date 08/18/23**1. SALARIES & EMPLOYEE BENEFITS**

Position Title	FTE	Amount
Chief Executive Officer	0.078	\$ 19,488
Chief Financial Officer	0.078	\$ 17,789
Deputy Chief	0.078	\$ 13,681
COO / Dir. Of Ops	0.078	\$ 13,363
Director of Community & Workforce Empowerment	0.078	\$ 12,258
Director of Community & Government Affairs	0.078	\$ 12,258
Director of Human Resources	0.078	\$ 11,712
Director of Training	0.141	\$ 18,362
Accounting Staff	0.390	\$ 26,900
HR Staff	0.312	\$ 28,714
Communication Manager	0.020	\$ 2,550
Grants Manager	0.058	\$ 4,817
QI Manager	0.078	\$ 8,539
IT Manager/Support	0.187	\$ 17,209
Executive/Admin Assistant	0.078	\$ 6,952
Janitor/Lead Facilities Tech	0.043	\$ 3,212
<b>Subtotal:</b>	<b>1.853</b>	<b>\$ 217,804</b>
<b>Employee Benefits:</b>	<b>25.0%</b>	<b>\$ 54,450</b>
<b>Total Salaries and Employee Benefits:</b>		<b>\$ 272,254</b>

**2. OPERATING COSTS**

Expenses (Use expense account name in the ledger.)	Amount
Mortgage Interest	\$ 2,399
Depreciation	\$ 3,034
Rental	\$ 400
Utilities	\$ 1,655
Building Repair/Maintenance	\$ 1,379
Office Supplies	\$ 5,352
Training/Staff Development	\$ 927
Insurance	\$ 7,607
Equipment Rental	\$ 970
Local Travel	\$ 401
Audit Fees	\$ 4,449
Payroll Fees	\$ 14,038
Recruitment	\$ 12,318
Meetings and Conferences	\$ 370
Professional Fees	\$ 8,540
Bank Fees	\$ 890
<b>Total Operating Costs</b>	<b>\$ 64,729</b>

<b>Total Indirect Costs</b>	<b>\$ 336,983</b>
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**BUDGET JUSTIFICATION**

Contract ID Number 1000029004  
 Contractor Name Richmond Area Multi-Services, Inc.  
 Program Name High School Wellness Center Initiative

Appendix Number B-1  
 Fiscal Year 2023-2024

**1a) SALARIES**

Staff Position 1: Director					
Brief description of job duties: Oversees program service delivery, evaluation & quality assurance, clinical training coordination, staff supervision, and attending					
Minimum qualifications: Master's degree in mental health related field, Licensed Practitioner, 3 yrs of management exp. in mental health/vocational					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$155,500.00	0.804	12	1.00	0.804	\$ 125,022

Staff Position 2: Clinical Supervisor					
Brief description of job duties: Providing clinical supervision/consultation to staff and interns. Performs quality assurance and monitors documentation.					
Minimum qualifications: Master's degree in mental health related field, Licensed Practitioner, 2 years of post-license experience and meets requirements to					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$108,185.00	0.870	12	1.00	0.87	\$ 94,121

Staff Position 3: Child Psychiatrist/MD					
Brief description of job duties: Conducts psychiatric evaluations/assessments and medication evaluations and coordinates with client and multidisciplinary care					
Minimum qualifications: Medical Doctorate Degree from an accredited medical school; valid California medical & DEA licenses; experience in community					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$200,000.00	0.035	12	1.00	0.04	\$ 7,000

Staff Position 4: Behavioral Health Counselor/Therapist					
Brief description of job duties: Provides culturally competent school-based mental health & substance abuse counseling services to individuals, groups, and					
Minimum qualifications: Master's degree in mental health related field, 1 year experience working with youth in school-based/community setting.					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$82,673.00	15.884	12	1.00	15.88	\$ 1,313,178

Staff Position 5: Office Manager					
Brief description of job duties: Provides general program administrative coordination, and supervises administrative assistants and receptionists.					
Minimum qualifications: Associate Degree; proficiency in MS Office Suite, excellent communication; 2+ years of supervision experience.					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$84,022.00	0.136	12	1.00	0.14	\$ 11,385

**Total FTE: 17.729**

**Total Salaries: \$ 1,550,706**

**1b) EMPLOYEE BENEFITS:**

\*A benefit expense may be added or deleted to reflect the composition of the agency's employee benefits.

	Amount
Social Security	\$ 96,141
Medicare	\$ 22,486
Unemployment Insurance	\$ 7,000
Worker's Compensation	\$ 8,220
Health and Dental	\$ 180,834
Retirement	\$ 15,507
Paid Time Off	\$ 59,897
Other (specify)	
Other (specify)	
<b>Total Fringe Benefit:</b>	<b>390,085</b>

**Fringe Benefit %: 25.16%**

**TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 1,940,791**

**2) OPERATING EXPENSES:**

**Occupancy:**

Expense Item	Brief Description	Rate	Amount
Rent	Office space rent of \$12,614.75/mo x 15.65% share	\$1,973.75/mo	23,685
Utilities	Cost of telephone, electricity, water, gas	\$1,419/mo	17,028
Building Repairs and Maintenance	Cost of building repairs and maintenance	\$157/mo	1,884
<b>Total Occupancy:</b>			<b>42,597</b>

**Materials & Supplies:**

Expense Item	Brief Description	Rate	Amount
Office Supplies	Cost of general office supplies such as pencils, pens, paper, cartridges, and others	\$465.84/mo	5,590
Program Supplies	Cost of program specific supplies	\$45/mo	540
Computer Hardware/Software	Cost of laptop computers and computer peripherals	\$1,607/ea	9,642
<b>Total Materials &amp; Supplies:</b>			<b>15,772</b>

**General Operating:**

Expense Item	Brief Description	Rate	Amount
Training/Staff Development	Cost of training and staff development estimated at \$721.85/staff x 18 staff	\$721.85/staff	12,939
Insurance	Cost of property and liability insurance	\$1,455.22/mo	17,464
Professional License	Cost of professional licenses for 15 direct services staff and supervisor at \$125/staff	\$125/staff	1,906
Software Subscription	Cost of annual Salesforce.org software subscription	\$4,775/ea	4,775
Equipment Lease & Maintenance	Cost of office equipment lease and maintenance	\$170.75/mo	2,049
<b>Total General Operating:</b>			<b>39,133</b>

**Staff Travel:**

Purpose of Travel	Location	Expense Item	Rate	Amount
Local Travel	Various	Cost of local travel estimated at \$50.25/mo	\$50.25/mo	603
<b>Total Staff Travel:</b>				<b>603</b>

**Consultants/Subcontractors:**

Consultant/Subcontractor Name	Service Description	Rate	Amount
Translation Line	Cost of translation line estimated at \$335.58/mo	\$335.58/mo	4,027
David Leatherberry	Cost of legal consultation around HIPAA/Privacy Compliance, estimate at \$350/hr x approx. 8.4 hours.	\$350/hr	2,940
<b>Total Consultants/Subcontractors:</b>			<b>6,967</b>

**Other:**

Expense Item	Brief Description	Rate	Amount
Recruitment	Cost of advertising open positions to recruit staff estimated at \$209.75/mo	\$259.75/mo	3,117
Client Related Expenses	Cost of client related expenses such as food, books and supplies to support the program estimated at \$1,889.42/mo	\$1,889.42/mo	22,673
<b>Total Other:</b>			<b>25,790</b>

**TOTAL OPERATING EXPENSES: 130,862**

**3) CAPITAL EXPENSES: (Remodeling cost or purchase of \$5,000 or more per unit)**

Capital Expense Item	Brief Description	Amount
<b>TOTAL CAPITAL EXPENSES:</b>		<b>-</b>

**TOTAL DIRECT EXPENSES: 2,071,653**

**4) INDIRECT EXPENSES**

Describe method and basis for Indirect Cost Allocation.

**Amount**

**BUDGET JUSTIFICATION**

Contract ID Number 1000029004  
 Contractor Name Richmond Area Multi-Services, Inc.  
 Program Name Children Wellness Center Substance Abuse

Appendix Number B-2  
 Fiscal Year 2023-2024

**1a) SALARIES**

Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
\$155,500.00	0.126	12	1.00	0.13	\$ 19,526
\$108,185.00	0.130	12	1.00	0.13	\$ 14,064
\$200,000.00	0.015	12	1.00	0.02	\$ 3,000
\$82,000.00	2.616	12	1.00	2.62	\$ 214,516
\$84,022.00	0.014	12	1.00	0.01	\$ 1,217
			0.00		\$ -
<b>Total FTE:</b>				<b>2.90</b>	<b>Total Salaries: \$ 252,324</b>

**1b) EMPLOYEE BENEFITS:**

\*A benefit expense may be added or deleted to reflect the composition of the agency's employee benefits.

	Amount
Social Security	\$ 15,644
Medicare	\$ 3,659
Unemployment Insurance	\$ 1,142
Worker's Compensation	\$ 1,336
Health and Dental	\$ 29,591
Retirement	\$ 2,523
Paid Time Off	\$ 9,185
Other (specify)	
Other (specify)	
<b>Total Fringe Benefit:</b>	<b>\$ 63,080</b>
<b>Fringe Benefit %:</b>	<b>25.00%</b>

**TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: \$ 315,404**

**2) OPERATING EXPENSES:**

Occupancy: 0.88%

Expense Item	Brief Description	Rate	Amount
Rent	Office space rent of \$12,614.75/mo x 0.88% share	\$111.33/mo	1,336
Utilities	Cost of telephone, electricity, water, gas	\$252/mo	3,024
Building Repairs and Maintenance	Cost of building repairs and maintenance	\$28.17/mo	338
<b>Total Occupancy:</b>			<b>\$ 4,698</b>

**Materials & Supplies:**

Expense Item	Brief Description	Rate	Amount
Office Supplies	Cost of general office supplies such as pencils, pens, paper, cartridges, and others	\$81.67/mo	980
Program Supplies	Cost of program specific supplies	\$6.67/mo	80
Computer Hardware/Software	Cost of laptop computers and computer peripherals	\$96.58/ea	1,159
<b>Total Materials &amp; Supplies:</b>			<b>\$ 2,219</b>

**General Operating:**

Expense Item	Brief Description	Rate	Amount
Training/Staff Development	Cost of training and staff development estimated at \$721.85/staff x 2.9 staff	\$625/staff	2,094
Insurance	Cost of property and liability insurance	\$231.67/mo	2,780
Professional License	Cost of professional licenses for 15 direct services staff and supervisor at \$125/staff	\$26.17/staff	314
Software Subscription	Cost of annual Salesforce.org software subscription	\$724/ea	728
Equipment Lease & Maintenance	Cost of office equipment lease and maintenance	\$32.17/mo	386
<b>Total General Operating:</b>			<b>\$ 6,302</b>

**Staff Travel:**

Purpose of Travel	Location	Expense Item	Rate	Amount
Local Travel	Various	Cost of local travel estimated at \$100/mo	\$8/mo	97
<b>Total Staff Travel:</b>				<b>\$ 97</b>

**Consultants/Subcontractors:**

Consultant/Subcontractor Name	Service Description	Rate	Amount
Translation Line	Cost of translation line estimated at \$335.58/mo	\$64.42/mo	773
David Leatherberry	Cost of legal consultation around HIPAA/Privacy Compliance, estimate at \$350/hr x approx. 1.6 hours.	\$350/hr	560
<b>Total Consultants/Subcontractors:</b>			<b>\$ 1,333</b>

**Other:**

Expense Item	Brief Description	Rate	Amount
Recruitment	Cost of advertising open positions to recruit staff estimated at \$40.25/mo	\$40.25/mo	482
Client Related	Cost of client related expenses such as food, books and supplies to support the program estimated at \$407.67/mo	\$407.67/mo	4,892

Total Other: \$ 5,374

**TOTAL OPERATING EXPENSES: \$ 20,023**

3) CAPITAL EXPENSES: *(Remodeling cost or purchase of \$5,000 or more per unit)*

Capital Expense Item	Brief Description	Amount

**TOTAL CAPITAL EXPENSES: \$ -**

**TOTAL DIRECT EXPENSES: \$ 335,427**

4) INDIRECT EXPENSES

Describe method and basis for Indirect Cost Allocation.

Describe method and basis for Indirect Cost Allocation.	Amount
Indirect costs were calculated based on the Agency's 14.0% Indirect Cost rate applied to the Program's Modified Direct Expenses of \$335,427	46,955

Indirect Rate: 14.00%

**TOTAL INDIRECT EXPENSES: \$ 46,955**

**TOTAL EXPENSES: \$ 382,382**

<b>Practitioner Type</b>	<b>Estimated Direct Patient Care (DPC)%</b>
No DHCS Practitioner type applies. Non-billable	0%
No DHCS Practitioner type applies. Non-billable (Peer)	0%
Psychiatrist/ Contracted Psychiatrist - 45%	45%
Physicians Assistant - 40%	40%
Nurse Practitioner - 40%	40%
RN - 40%	40%
Certified Nurse Specialist - 40%	40%
Alcohol and Drug Counselor - 40%	40%
LVN - 40%	40%
Pharmacist - 40%	40%
Licensed Psychiatric Technician - 40%	40%
Psychologist/Pre-licensed Psychologist - 40%	40%
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40%	40%
Occupational Therapist - 40%	40%
Mental Health Rehab Specialist - 36%	36%
Peer Recovery Specialist - 36%	36%
Other Qualified Providers - Other Designated MH Staff that Bill Medical - 40%	40%

**Appendix C**

**Reserved**

## **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:

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

1.2.2 Communicating with the SFDPH IT Service Desk;

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

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

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

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

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

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

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

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

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

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

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

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

#### **1.7 Training Requirements.**

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

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

#### **1.8 Agency Data User Confidentiality Agreement.**

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

#### **1.9 Corrective Action.**

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

#### **1.10 User ID and Password.**

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

#### **1.11 Notification of Compromised Password.**

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

#### **1.12 Multi Factor Authentication.**

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

#### **1.13 Qualified Personnel.**

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

#### **1.14 Workstation/Laptop encryption.**

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

**1.15 Server Security.**

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

**1.16 Removable media devices.**

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

**1.17 Antivirus software.**

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

**1.18 Patch Management.**

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

**1.19 System Timeout.**

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

**1.20 Warning Banners.**

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

**1.21 Transmission encryption.**

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

**1.22 No Faxing/Mailing.**

City Data may not be faxed or mailed.

**1.23 Intrusion Detection.**

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

of the City.

**1.24 Security of PHI.**

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

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

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

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

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

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

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

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

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

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

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

**1.30 No Technical or Administrative Support.**

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

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

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

**1.32 Minimum Necessary.**

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

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

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

**1.34 Health Information Exchange.**

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

**1.35 Subcontracting.**

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

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

## **Article 2 Indemnity**

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

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

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

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

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

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

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

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

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

Agency shall take:

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

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

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

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

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

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

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

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

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

### 3.3 **Media Communications**

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

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

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

**A. SFDPH Care Link Requirements:**

**1. Connectivity.**

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

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

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

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

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

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

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

**1. Connectivity.**

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

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

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

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

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

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

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

2. Information Technology (IT) Support.

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

3. Access Control.

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

**Attachment 2 to Appendix D**

**Protected Information Destruction Order  
Purge Certification - Contract ID #1000029004**

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 07/01/2023 (“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 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.

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**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

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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 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.

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**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 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

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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 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.

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**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.

**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)]

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**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.

**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).

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

**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.

**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](mailto: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 <b>AND</b> that health information is <b>only transferred or created on encrypted devices approved by SFPDH Information Security staff?</b>						<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 <a href="#">Privacy Notice</a> 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](mailto: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 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 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 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.

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature		Date	
--	---------------	--	-----------	--	------	--

**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](mailto: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**

### **Invoice**

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

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

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

## Appendix 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/apellate 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](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](mailto: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

## Appendix G

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](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](mailto: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.

**City and County of San Francisco  
San Francisco Department of Public Health  
Request for Grant Applications (RFGA)**

**GRANT OPPORTUNITY  
MENTAL HEALTH SERVICES ACT (MHSA) WELLNESS INITIATIVE  
AT SAN FRANCISCO UNIFIED SCHOOL DISTRICT (SFUSD) HIGH SCHOOLS**



**Sourcing Event ID: SFGOV-000007782**

Date Issued:	3/6/2023
E Question Session Begin:	3/13/2023
E Question Session End:	3/17/2023
Grant Application Due:	4/11/2023 Noon
Estimated Announcement of Award:	May 2023
Estimated Start Date:	July 1, 2023

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**SOURCING EVENT ID: SFGOV-000007782**  
**MHSA WELLNESS INITIATIVE AT SFUSD HIGH SCHOOLS**  
**FOR THE DEPARTMENT OF PUBLIC HEALTH**

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## Attachments:

The following Attachments (A-1, A-2, A-3) are available in three separate zip archives available for download at: the San Francisco City Partner site at:

<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>

Click on the Event ID and follow the instructions.

### Attachment 1

**Zip archive name:**  
**A1.zip**

**These forms must be completed and submitted with your Grant Application in order to be considered.**

1. Grant Application Statement.pdf
2. Minimum Qualifications.pdf
3. BHS Budget Form.xls
4. 12L Compliance (Non-Profits Only)

**Non Profit Entities:** If an Applicant is a non-profit entity that 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 S.F. Administrative Code, the Applicant must comply with Chapter 12L and include in its Grant Application:

(1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Applicant's meetings and records, and

(2) a summary and disposition of all complaints concerning the Applicant's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Applicant shall include a statement to that effect.

*Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Applicant's Chapter 12L submissions shall be grounds for rejection of the Grant Application and/or termination of any subsequent Agreement reached on the basis of the Grant Application.*

---

### Attachment 2

**Zip archive name:**  
**A2.zip**

**Forms and steps a successful Applicant must submit or complete after the notification of an award.**

Applicant shall be in compliance with City Supplier requirements in order to sign the City Grant and it is **strongly suggested** that Applicants begin compliance immediately at the time of responding to this RFGA or no later than the notice of intent to award from the Department.

Files included:

1. MCO Declaration.pdf
2. HCAO Declaration.pdf (*not required for nonprofit corporations*)
3. First Source Employer Projection Form 04.01.2021.pdf  
Non-Construction First Source Employer's Projection of Entry Level Positions. <https://oewd.org/first-source>  
(After a Grant is awarded)
4. Compliance with Chapter 12B Equal Benefits. Once registered please apply online through the vendor portal.  
<https://sfCitypartner.sfgov.org/pages/become-a-supplier.aspx>  
For assistance please call (415) 581-2310.
5. Register as a bidder in F\$P (for companies that have never done business with the City and County of San Francisco).

<https://sfcitypartner.sfgov.org/pages/BidderRegistration-BS3/bidder-registration-1.aspx>

6. Register for a Business Tax License.  
<http://sftreasurer.org/registration>

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### **Attachment 3**

**Zip archive name:  
A3.zip**

#### **For Information Only**

Files included:

1. G-100 Grant Agreement (SAMPLE)
2. Insurance Requirements
3. Business Associate Agreement (08-03-2022).pdf
4. Privacy and Security Agreement and All Attachments (06-07-2017)
5. City-Risk-Assessment\_v1.1
6. Data Access Agreement
7. Mental Health Services Act (01-27-20)
8. SFUSD City Agreement (SAMPLE)

## **I. Introduction**

### **A. GENERAL**

The Department of Public Health issuing this Request for Grant Applications (this RFGA) in search of firms / Applicants that have the necessary qualifications to complete the work set forth in this RFGA. Whether a firm / an Applicant has such qualifications will be determined through the evaluation process described in Section VI of this RFGA.

When applicable and practical, Applicants are encouraged to engage contracting teams that reflect the diversity of the City and include participation of businesses and residents from the City's most disadvantaged communities including, but not limited to the Bayview/Hunters Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition neighborhoods.

The Department of Public Health shall order goods and/or services covered by the awarded grant(s) through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded grant(s) during the grant term.

The City may use the results of this RFGA, at its sole and absolute discretion, for selection of a firm for a term no longer than nine (9) years including options which may or may not be executed. The City reserves the right to procure services similar or identical to the services specified in this RFGA by any other means. No Respondent is guaranteed a grant.

### **B. INSTRUCTIONS TO PROSPECTIVE APPLICANTS RE: QUALIFICATIONS**

#### **1. Qualification of Applicants**

Before grant award, the successful Applicant must be properly licensed, certified, registered, in good standing, and capable of performing the work for which Applicants are being called.

## 2. Notice of Intent to Award – Required Documentation

After the City issues a Notice of Intent to Award, and before grant award, if requested by the City, the successful Applicant must possess all qualifications required for the grant. Any failure to demonstrate satisfaction of one or more of following requirements, if requested by the City, will be considered sufficient for the disqualification of the Applicant as nonresponsive and will entitle the City to terminate negotiations and move to the next highest ranked Applicant for grant award.

- a) Applicant agrees to meet, obtain and maintain all required licensure to perform services at SFUSD sites. (See Attachment A-3 for SFUSD City Agreement).
- b) Applicant is in good standing with the California Secretary of State;
- c) Applicant is in good standing with the Franchise Tax Board;
- d) Applicant is in good standing with the Internal Revenue Service.
- e) Applicant is in good standing with California Attorney General's Registry of Charitable Trusts

**Note: Applicant's failure to remain in good standing with the above after grant award will entitle the City immediately to terminate the grant for default with no opportunity for the Applicant to cure.**

### C. PUBLIC PURPOSE

The San Francisco Wellness Initiative is a partnership between the Department of Public Health - Children, Youth and Families System of Care (DPH - CYFSOC), the San Francisco Unified School District (SFUSD), and the Department of Children, Youth and Their Families (DCYF), to improve the health, well-being and academic success of the San Francisco public high school students. This grant will support onsite high school Wellness Centers that aim to provide a safe confidential setting to help teens gain the skills they need to cope with complex issues such as stress, trauma, suicide, bullying, depression, self-esteem, drug and alcohol use, sexual health and relationships. The goal of the Wellness Centers is to help students learn positive lifelong habits that contribute to their well-being and success, and ultimately, to the health of the communities in which they live.

### D. GRANT AWARD

The Department intends to fund **one (1) grant**. The grant award may receive an estimated annual funding amount of up to **\$2,255,000 for initial year one**. Applicants shall submit a first-year budget as part of the RFGA application.

The selection of any Grant Application shall not imply acceptance by the City of all terms of the Grant Application, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory Grant Agreement cannot be negotiated in a reasonable time, The Department of Public Health in its sole discretion, may terminate negotiations with the highest ranked Applicant and begin contract negotiations with the next highest ranked Applicant.

A Grant or Grant award is not a guarantee of funding for a program or the continuation of services.

City shall have the option, in its sole discretion, to terminate the Grant at any time for convenience and without cause.

**E. PUBLIC DISCLOSURE**

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Grant Applications, responses, and all other records of communications between the City and Applicants shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person’s or organization’s net worth or other proprietary financial data submitted for qualification for a grant or other benefit until and unless that person or organization is awarded the grant or benefit.

If the City receives a Public Records Request (“Request”) pertaining to this solicitation, City will use its best efforts to notify the affected Applicant(s) of the Request and to provide the Applicant with a description of the material that the City deems responsive and the due date for disclosure (“Response Date”). If the Applicant asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Applicant that is exempt from disclosure and directs the City in writing to withhold such material from production (“Withholding Directive”), then the City will comply with the Withholding Directive on the condition that the Applicant seeks judicial relief on or before the Response Date. Should Applicant fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

**F. LIMITATION ON COMMUNICATIONS DURING SOLICITATION**

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Applicants and their subcontractors, vendors, representatives and/or other parties under Applicant’s control, shall communicate solely with the Contract/grant Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract/grant Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Applicant or potential Applicant from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

**G. SCHEDULE**

The anticipated schedule for this RFGA is:

<b>Schedule of Events</b>		
<b>Activity</b>	<b>Time</b>	<b>Due Date</b>
RFGA notice mailed to vendors		3/6/2023
Publication of RFGA		3/6/2023
E-Questions (begin)		3/13/2023
E-Questions (end)		3/17/2023
<b><u>Submissions Due</u></b>	<b><u>12:00 PM Noon</u></b>	<b><u>4/11/2023</u></b>

*Estimated Dates*

<i>Initial Review</i>	<i>April 2023</i>
<i>Technical Review</i>	<i>April 2023</i>

*Announcement of Award*  
*Grant certification*  
*Start Date*

*May 2023*  
*May - June 2023*  
*July 1, 2023*

## **H. STANDARD GRANT PROVISIONS**

The successful Applicant will be required to enter into a Grant Agreement substantially in the form of the applicable standard City Grant template(s) (G-xxx "G-form") located in Attachment A-3 and attached hereto as Attachment A-3, for the requested products or services requested in this solicitation. Failure to timely execute the Grant, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the Grant, shall be deemed an abandonment of a grant offer. The City, in its sole discretion, may select another Applicant.

## **II. Eligible Expenses and Grant Plan**

The following is a general guide of what is required by the grant and is not a complete listing that may be required. The Applicant is expected to have submitted a detailed response to the Grant Plan taking into account all Eligible Expenses as part of their response to this RFGA.

### **A. ELIGIBLE EXPENSES**

The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

#### **1. All Eligible Expenses must:**

- (1) Conform to the Eligible expense listed in the Allowable Costs from the Funder.
- (2) Are listed in the final approved Grant Budget as amended over the term of the Grant.

#### **2. Eligible Expenses shall specifically exclude:**

- (1) Personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) capital expenses;
- (3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- (4) penalties, late charges or interest on any late payments; or
- (5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.
- (6) any item submitted for funding not listed in the applicable final approved Grant Budget.

## **B. GRANT PLAN**

### **1. Special Conditions**

Please see the following reference documents in Attachment 3:

- a) Funder Terms: Mental Health Services Act (01-27-20)
- b) San Francisco Unified School District (SFUSD) City Agreement (Sample)

### **2. Statement of Need**

The Department of Public Health is seeking a provider for the Wellness Initiative at San Francisco Unified School District (SFUSD). The Grantee will provide integrated behavioral health and case management services at fifteen (15) SFUSD high school Wellness Centers.

SFUSD and DPH/BHS have identified the target schools listed below as those with the highest need for support at this time. School sites are subject to change and services may expand to include other County high schools in the future.

- i. Academy of Arts & Sciences (94131)
- ii. Phillip and Sala Burton Academic High School (94134)
- iii. Downtown High School (94107)
- iv. Galileo Academy of Science & Technology High School (94109)
- v. June Jordan High School (94112)
- vi. Abraham Lincoln High School (94116)
- vii. Lowell Alternative High School (94132)
- viii. Mission High School (94114)
- ix. Thurgood Marshall High School (94124)
- x. John O'Connell Alternative High School (94110)
- xi. School of the Arts (94131)
- xii. SF International High School (94110)
- xiii. Raoul Wallenberg High School (94115)
- xiv. George Washington High School (94121)
- xv. Ida B. Wells High School (94117)

### **3. Priority / Target Population**

The Department supports services to all ethnicities and populations. Service population includes high school students attending SFUSD high schools (see complete list in Section II.B.2), their families, school site administrators and classroom teachers. Services will be provided to the youth and their families at home, at school sites, as well as in the community, using evidence informed practices.

### **4. Scope of Services**

The Wellness Initiative Program will provide integrated behavioral health and case management services to students at fifteen (15) SFUSD high school Wellness Centers (see complete list in Section II.B.2).

The program services include but are not limited to the following:

- a) Outreach and Promotion
- b) Screening and Assessment
- c) Mental Health Consultation
- d) Individual Therapeutic Services
- e) Group Therapeutic Services

## **5. Modalities / Interventions**

The Grantee shall provide program services including but not limited to the following:

- a) Outreach and Promotion: This includes activities that raise awareness about mental health; establish/maintain relationships with individuals and introduce them to available services; facilitate referrals and linkages to health and social services (e.g., health fairs, classroom presentations, school assemblies); that train staff and parents/caregivers; and reach those who may benefit from case management, who are dealing with trauma, grief and loss, or who represent families with limited resources.
- b) Screening and Assessment: This include services that help identify individual strengths and needs; engage individuals and families in determining their own needs; or that result in a better understanding of the physical, psychological, social, and spiritual concerns impacting individuals, families, and communities.
- c) Mental Health Consultation: This service includes one-time or ongoing capacity building efforts with school administrators, faculty and/or staff intended to increase their capacity to identify mental health concerns and to appropriately respond.
- d) Individual Therapeutic Services: These services are brief or short-term activities directed to specific individuals with the intent of addressing an identified concern or barrier to wellness. Activities may include one-on-one interventions, crisis response, clinical case management, collateral service with family members, or other activities involving a therapeutic alliance.
- e) Group Therapeutic Services: These services are similar to "individual therapeutic services" but are directed to a specific group, involving at least three (3) individuals.

Note: Medi-Cal EPSDT requires that services be provided by staff acting within their scope of professional practice.

## **6. Plan**

- a) Hours of Operation

The standard operating hours of the Wellness Centers are Monday through Friday, between the hours 9:00 a.m. and 4:00 p.m., with drop-in hours between 11:30 a.m. and 1:00 p.m. and between 2:00 p.m. and 3:30 p.m., or by appointment. Service operation shall be consistent with the SFUSD academic calendar.

b) Staffing

The funds from this RFGA are intended to fund one (1) Behavioral Health Counselor at each of the fifteen (15) SFUSD high school Wellness Centers (see complete list in Section II.B.2).

- 1) It is expected that behavioral health counselors be available at school sites during Wellness Center hours and by appointment.
- 2) Behavioral health counselors shall provide culturally appropriate and sensitive school-based mental health and substance abuse services, including individual, group, and family treatment, clinical case management, intake assessment, clinical evaluation, and consultation services.
- 3) Behavioral health counselors shall also provide outreach and education on mental health and substance abuse services and issues to students, families of students, community members, other professionals, and school staff, as well as in community settings as necessary.
- 4) In addition to serving the needs of the students, behavioral health counselors shall promote a schoolwide health focus by supporting staff and faculty involvement in campus health issues, including but not limited to:
  - a. Educating teachers and staff about adolescent health issues;
  - b. Providing special activities to improve staff and faculty well-being;
  - c. Coordinating school-wide health awareness and education events;
  - d. Offering technical assistance to teachers interested in including supplemental health and wellness information and/or guest speakers in their classrooms.

c) Behavioral Health Service outcomes:

- 1) Improved student psychological well-being
- 2) High positive student engagement in school, family & community
- 3) Increased student awareness and utilization of resources
- 4) Increased school capacity to support student wellness
- 5) High student and staff satisfaction with service success

d) Annual service goals for the Wellness Initiative Program:

<b>S.F. Wellness Initiative - Behavioral Health Services Activity</b>	<b>Annual Service Goal</b>
1. Outreach and Promotion	1,500 youth/160 service hours
2. Screening and Assessment	180 youth and family members/210 service hours
3. Mental Health Consultation	300 individuals/365 service hours
4. Individual Therapeutic Services	180 youth/1,175 service hours
5. Group Therapeutic Services	80 youth/240 service hours

**7. Objectives and Measurements.** Objectives and Measurements will be developed jointly during the grant negotiations. If acceptable Objectives and Measurements cannot be developed the City acting in its sole discretion will terminate negotiations and move to the next highest ranked Applicant.

**8. Continuous Quality Improvement.** Continuous Quality Improvement (CQI) will be developed jointly during the grant negotiations. If acceptable CQI's cannot be developed the City acting in its sole discretion will terminate negotiations and move to the next highest ranked Applicant.

**9. Optional Items**

As Needed: Provide services specified in this RFGA to additional school sites, at student's home, or in the community, if mutually agreed to by both parties.

**10. Modifications to the Scope of Work / Tasks and Outcomes.** The Department may request and issue modifications to this Grant Plan in order to effectively respond to any emergency or other situation which may arise during the Agreement.

**11. Proposed Staff and Facility Requirements**

a) **Licenses:** The Applicant must possess all licenses and/or permits necessary to provide the services specified and as required by the laws of the United States, the State of California, and the City and County of San Francisco.

b) **Optional Reference Checks:** Applicants may be subject to reference checks and/or interviews prior to DPH selection for negotiations.

**C. GRANT APPLICATION RESPONSE COMPONENTS**

The review panel will score your response to each of the items below judging your response by assigning a portion of the allocated points, taking into consideration the quality and completeness of the response for each of the listed required items.

Applicants are to address the following in narrative format.

**1. Response and Approach to the Grant Plan (50 Points Total)**

Please submit a detailed response to the Grant Plan in your Grant Application submission, inclusive of all listed requirements in this RFGA.

- a) Submitted application demonstrates responsiveness to the items in the Grant Plan (Section II.B) listed in this RFGA. **(10 points)**
- b) Submitted application demonstrates ability to provide a like or similar service to identified target/priority service populations in an urban public school setting. **(10 points)**
- c) Submitted application demonstrates ability to provide services focused on client wellness and recovery principles in an urban public school setting. **(10 points)**
- d) Submitted application demonstrates ability to deliver culturally relevant, trauma focused, family-centered, youth-driven services in an urban public school setting. **(10 points)**
- e) Submitted application demonstrates applicant's capacity (e.g., available/qualified staffing, program resources, community/collaborative partnerships) to provide the required services and training for the High School Wellness Initiative in an urban public school setting. **(10 points)**

**2. Experience and Past Performance (40 Points Total)**

Please describe your agency's background and qualifications which addresses each of the following:

- a) Applicant's experience and knowledge in providing mental health treatment services to the target populations in an urban public school setting is at least three years. **(10 points)**
- b) Applicant's experience providing services focused on client wellness and recovery principles in an urban public school setting is at least three years. **(10 points)**
- c) Applicant's experience delivering culturally relevant, trauma focused, family-centered, youth-driven services in an urban public school setting is at least three years. **(10 points)**
- d) Applicant describes internal process and experience with documenting client satisfaction and effectiveness of services provided. **(10 points)**

**3. Grant Budget (Fee for Service) (10 Total Points)**

- a) Proposed budget is reflective of the staff outlined in the proposed scope of work. **(3 points)**
- b) Proposed operating expenses are reflective of the proposed scope of work. **(2 points)**
- c) Proposed budget is reasonable for services solicited. **(2 points)**
- d) Proposed budget reflective of the estimated annual amount for year one. **(3 points)**

- e) Applicant must submit a first year's budget comprised of all the items listed in Section II using the BHS Budget Form in Attachment A-1.
- f) Initial Year 1 estimated award amount (**excluding the standard 12% contingency amount**) is **\$2,255,000**.

Total funding for the duration of this RFGA shall be based on the first year's allocated amount, plus any additional funds allocated from the City or other funding sources on an annual basis. If the services are fully funded each year, including options to extend and added contingency funds, the total 9-year amount awarded from this RFP may be up to \$30,000,000. Note: If applicable, cost of doing business increases will be awarded in addition to the listed amount, increasing the stated 9-year estimate.

Note: When feasible, the Grantee shall also bill Medi-Cal, leverage funding and/or collaborate with existing services to sustain and grow service provision over time.

- g) Allocation of award. The highest scoring Applicant shall be awarded one (1) grant.

#### 4. Budget and Funding Conditions

- a) Initial funding sources may include and are not limited to:
  - 1) City and County of San Francisco General Fund
  - 2) Mental Health Services Act
  - 3) State 2011 PSR-EPSDT
  - 4) Federal SDMC FFP 50% (Medi-Cal)
- b) There are no guarantees of annual funding.
- c) The estimated annual amount of funding available to support the services described in this RFGA is subject to increase or decrease depending on changes in State and local funding resources; or other circumstances.
- d) All GRANT funding including "Special Revenue" is determined by the grantor. Annual funding may increase or decrease depending on availability of funds. Grant funding is based on the conditions of the grant award. ("Special Revenue" may be a result of funding from the State of California)
- e) All General Fund funding is based on the City & County of San Francisco "Annual General Fund Budget Approval Process."
- f) Should additional funds become available after the release of this RFGA or after awards from this RFGA have been made, The Department reserves the right to allocate these additional funds as it deems appropriate according to program planning and service needs, including but not limited to: adjusting the number and/or size of awards; supplementing awards from this RFGA with additional funds

during service periods; supporting Department (City)-delivered services; or issuing a new solicitation.

- g) The Department reserves the right to terminate or not to renew a grant funded through this RFGA at any time
- h) Federal Funded Subcontracted services are allowable as direct costs when necessary to support the final cost objective. As such, these direct costs may be used in the calculation of the prime contractor's indirect cost rate with some limitations. The prime Grantee can charge indirect costs on the first \$25,000 of each subgrantee at the approved/allowed indirect cost rate. Additional subcontract expenses beyond \$25,000 must be excluded from the indirect rate calculation.
  - 1) *Item 11 Reference:* OMB Uniform Guidance Part 200 Subpart A Section 200.68 Modified Total Direct Cost (MTDC)
- i) For Grant funded contracts, the selected Applicant shall comply with any funding conditions.
- j) Grants awarded from this RFGA will be subject to all National, State or Local Minimum Compensation requirements.

### **III. PERFORMANCE, MONITORING**

#### **A. PARTICIPATE IN SFDPH PERFORMANCE IMPROVEMENT PROCESS (PIP) AND MONITORING**

SFDPH requires vendors to participate in periodic and annual review of the grant deliverables. SFDPH will work with the Grantee to select appropriate measurable data to use as a measure of satisfactory delivery of the service or products. This may include delivering various reports or data periodically to SFDPH so that the information may be prepared for the SFDPH review.

### **IV. MINIMUM QUALIFICATIONS**

**Grant Applications that do not satisfy the following minimum qualifications will be deemed non-responsive and will not be scored. Compliance with the Minimum Qualifications require completion of the following forms in Attachment A-1.**

#### **A. MINIMUM QUALIFICATION REQUIREMENTS (MINIMUM QUALIFICATIONS.PDF)**

The Applicant must meet the following qualifications:

1. Applicant agrees to obtain and maintain all required certifications/licenses to perform services at SFUSD sites. (See Attachment A-3 for SFUSD City Agreement).
2. Applicant agrees to provide all Human Resource activities required to manage Applicant's Wellness Initiative Program staff.
3. Applicant agrees to provide Financial and Administrative functions required to operate the program.

**B. MANDATORY GRANT REQUIREMENTS (FORMS ARE LOCATED IN ATTACHMENT A-1).**

The Applicant must complete, sign (e-signatures are acceptable), and submit all Mandatory Grant Forms in Attachment A-1:

1. Grant Application Statement.pdf
2. Minimum Qualifications.pdf
3. 12L Compliance (Non-Profits Only)
4. BHS Budget Form.xls

**V. SUBMISSION OF GRANT APPLICATION**

**A. Grant Application Due Date and Location to Submit**

Grant Applications must be received by **12:00 p.m., on 4/11/2023**. Grant Applications that are submitted by fax or email will NOT be accepted. Postmarks will not be considered in judging the timeliness of submissions. The Department is not responsible for Grant Applications lost or not delivered by your courier of choice. Courier / package tracking is recommended. Grant Applications may be delivered in person or mailed to:

**Lucinda Huang**

San Francisco Department of Public Health  
Office of Contracts Management  
1380 Howard Street, 4<sup>th</sup> Floor, Room 421a  
San Francisco, CA 94103

If delivering by mail or courier, please email a tracking # (if available) or notice of mailing to the individuals listed below:

[sfdphcontractsoffice@sfdph.org](mailto:sfdphcontractsoffice@sfdph.org)

Phone (628) 271-6174

FAX (415) 554-2555

**B. Format**

Applicants shall submit:

- 1. One [1] Original copy of the Grant Application, clearly marked "Original Grant Application of SFGOV-000007782"**

All items to be delivered to the above location. Grant Applications that are submitted by fax or email will NOT be accepted. Late submissions will follow the process in Item D of this section.

**C. Hardcopy**

Please use recycled paper, print double-sided to the maximum extent practical, use recycled paper that is comprised of minimum of 30% post-consumer materials, and bind the Grant Application with a binder clip, rubber band, or single staple, or submit it in a three-ring binder.

Please do not bind your Grant Application with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.

For word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1" on all sides (excluding headers and footers).

#### **D. Late Submissions**

Applications are due at Noon on the due date. Postmarks will not be considered in judging the timeliness of submissions. Applications received after the noon deadline but before 12:01 P.M. the following day will be accepted due to extenuating circumstances at the sole discretion of the Director of Health. Organizations/agencies/firms that submit submissions within this grace period must provide a letter explaining the extenuating circumstances by 12:00 noon of the second day. Decisions of the Director of Health to accept or reject the application during the grace period will not be appealable. Following the 24-hour grace period no late submissions will be accepted for any reason and there will be no appeal.

All applications shall be firm offers and may not be withdrawn for a period of three hundred sixty five (365) days following the last day of acceptance

### **VI. SELECTION CRITERIA AND OPTIONAL ORAL INTERVIEWS**

The Grant Application submitted will be evaluated by a selection committee comprised of parties with expertise in the requested Grant Plan. The City intends to evaluate the Grant Applications generally in accordance with the criteria itemized below. At any time during the evaluation process, the City may require a firm to provide oral or written clarification of its submission.

#### **A. Selection Criteria**

*(continue to next page)*

Selection Criteria	Maximum Points
<p><b>Screening of Minimum Qualifications (All items in Section IV)</b>  <i>Grant Applications will only be evaluated if minimum qualifications are met.</i></p>	Pass/Fail
<p><b>Response &amp; Approach to the Grant Plan</b></p> <ul style="list-style-type: none"> <li>a) Submitted application demonstrates responsiveness to the items in the Grant Plan (Section II.B) listed in this RFGA. <b>(10 points)</b></li> <li>b) At Submitted application demonstrates ability to provide a like or similar service to identified target/priority service populations in an urban public school setting. <b>(10 points)</b></li> <li>c) Submitted application demonstrates ability to provide services focused on client wellness and recovery principles in an urban public school setting. <b>(10 points)</b></li> <li>d) Submitted application demonstrates ability to deliver culturally relevant, trauma focused, family-centered, youth-driven services in a urban public school setting. <b>(10 points)</b></li> <li>e) Submitted application demonstrates applicant’s capacity (e.g., available/qualified staffing, program resources, community/collaborative partnerships) to provide the required services and training for the High School Wellness Initiative in an urban public school setting. <b>(10 points)</b></li> </ul>	50
<p><b>Experience and Past Performance</b></p> <ul style="list-style-type: none"> <li>a) Applicant’s experience and knowledge in providing mental health treatment services to the target populations in an urban public school setting is at least three years. <b>(10 points)</b></li> <li>b) Applicant’s experience providing services focused on client wellness and recovery principles in an urban public school setting is at least three years. <b>(10 points)</b></li> <li>c) Applicant’s experience delivering culturally relevant, trauma focused, family-centered, youth-driven services in an urban public school setting is at least three years. <b>(10 points)</b></li> <li>d) Applicant describes internal process and experience with documenting client satisfaction and effectiveness of services provided. <b>(10 points)</b></li> </ul>	40

<p><b>Budget (Fee for Service)</b></p> <p>a) Proposed budget is reflective of the staff outlined in the proposed scope of work. <b>(3 points)</b></p> <p>b) Proposed operating expenses are reflective of the proposed scope of work. <b>(2 points)</b></p> <p>c) Proposed budget is reasonable for services solicited. <b>(2 points)</b></p> <p>d) Proposed budget reflective of the estimated annual amount for year one. <b>(3 points)</b></p>	10
<p><b>TOTAL AVAILABLE POINTS</b></p>	<p><b>100</b></p>

**B. Optional Oral Interviews**

Following the evaluation of the written Grant Applications, both scores will then be tabulated and Applicants will be ranked starting with the Applicant receiving the highest score, then continuing with the Applicant receiving the second highest score, and so on. The three (3) Applicants receiving the highest scores may be invited to an oral interview/demonstration presentation. The City will determine the format and the scoring criteria to be used during the interview/demonstration presentation.

The interview/demonstration presentation will consist of either or both standard questions asked of each of the Applicants, and questions of clarification for specific Grant Applications. The selection panel will evaluate each Applicant based on their presentation and/or responses. After the oral interview/demonstration presentation, the City will combine all scores, rank the Applicants and select the highest ranked Applicant to enter into agreement with. If interviews/demonstration presentations are conducted, they will be worth 100 points based on a set of criteria established following review of written Grant Applications. The 100 points possible awarded for interviews/demonstration presentations will be added to the 100 possible points awarded during the Grant Application Evaluation process for a total of 200 points.

**VII. E-Question Session**

**A. E-QUESTION SESSION**

Applicants can e-mail questions concerning the specifics this RFGA. The E-Question session shall begin **3/13/2023** and run through **3/17/2023**. The questions will be answered by program staff. This is the only opportunity Applicants can ask direct Grant Plan questions of the Departmental staff. All questions are to be directed to the following e-mail address: [sfdphcontractsoffice@sfdph.org](mailto:sfdphcontractsoffice@sfdph.org).

**VIII. Terms and Conditions for Receipt of Grant Applications**

**A. SOLICITATION ERRORS AND OMISSIONS**

Applicants are responsible for reviewing all portions of this Solicitation. Applicants are to promptly notify the City, in writing and to the Solicitation contact person if the Applicant discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

## **B. INQUIRIES REGARDING RFGA**

Inquiries regarding the RFGA and all oral notifications of an intent to request written modification or clarification of the RFGA, must be directed to:

Lucinda Huang  
San Francisco Department of Public Health  
Office of Contracts Management  
1380 Howard Street 4<sup>th</sup> Floor Room 421a  
San Francisco, CA 94103  
Phone (628) 271-6174; FAX (415) 554-2555  
[sfdphcontractsoffice@sfdph.org](mailto:sfdphcontractsoffice@sfdph.org) (E-Mail Preferred)

## **C. OBJECTIONS TO SOLICITATION TERMS**

Should a Applicant object to any provision set forth in this RFGA on grounds that the provision contains an error or is ambiguous, the Applicant must, no later than the closing date for Grant Application submission, provide written notice to the person listed in item B of Section VIII setting forth with specificity the grounds for such objection. The failure of a Applicant to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection. Any ambiguous RFGA solicitation term or requirement must be protested before the closing date for Grant Applications.

## **D. SOLICITATION ADDENDA**

The City may modify this Solicitation, prior to the Grant Application due date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Applicants must monitor the event for new versions. **The Applicant shall be responsible for ensuring that its Grant Application reflects any and all Solicitation Addenda issued by the City prior to the Grant Application due date regardless of when the Grant Application is submitted.** Therefore, the City recommends that the Applicant consult the website frequently, including shortly before the Grant Application due date, to determine if the Applicant has downloaded all Solicitation Addenda. It is the responsibility of the Applicant to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

**THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY THE APPLICANTS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED GRANT TERMS.**

## **E. GRANT TERM**

Submission of a Grant Application signifies that the proposed products, services and costs are valid for 365 calendar days from the Grant Application due date and that the submitted costs are genuine and not the result of collusion or any other anti-competitive activity. At Applicant's election, the Grant Application may remain valid beyond the 365-day period in the circumstance of extended negotiations.

## **F. REVISION TO GRANT APPLICATION**

A Applicant may revise a Grant Application on the Applicant's own initiative at any time before the deadline for submission of Grant Application. The Applicant must submit the revised Grant Application in the same manner as the original. A revised Grant Application must be

received on or before, but no later than the Grant Application due date and time. In no case will a statement of intent to submit a revised Grant Application, or commencement of a revision process, extend the Grant Application deadline for any Applicant. At any time during the Grant Application evaluation process, the City may require an Applicant to provide oral or written clarification of its Grant Application. The City reserves the right to make an award without further clarifications of Grant Application received.

#### **G. GRANT APPLICATION ERRORS AND OMISSIONS**

Failure by the City to object to an error, omission, or deviation in the Grant Application will in no way modify the Solicitation or excuse the Applicant from full compliance with the specifications of this Solicitation or any Grant awarded pursuant to this Solicitation.

#### **H. FINANCIAL RESPONSIBILITY**

The City accepts no financial responsibility for any costs incurred by a Applicant in responding to this Solicitation. Applicants acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

#### **I. APPLICANT'S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE**

If a contract/grant awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Applicants are hereby advised:

1. Submission of a Grant Application in response to this Solicitation may subject the Applicants to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Applicants, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Grant Application in response to this Solicitation, Applicants are required to notify their affiliates and subcontractors listed in the awarded contract or Grant Application of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Grant Application. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Grant Application for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Applicants should contact the San Francisco Ethics Commission at (415) 252-3100 or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

## **J. SUNSHINE ORDINANCE**

In accordance with S.F. Administrative Code Section 67.24(e), all responses to RFGAs and all other records of communications between the City and persons or firms seeking contracts/grants shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

## **K. CONFLICTS OF INTEREST**

The successful Applicant will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Applicant will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Applicant might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Applicant that the City has selected the Applicant.

## **L. RESERVATIONS OF RIGHTS BY THE CITY**

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Grant Application, or Grant Application procedure;
2. Under 21G.6, reject any or all Grant Applications;
3. Under 21G.6, reissue the Solicitation;
4. Under 21G.6, prior to submission deadline for Grant Applications, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Grant Applications;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

## **M. NO WAIVER**

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of an Applicant's failure to comply with this Solicitation.

## **N. OTHER**

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:

- a. Any condition set forth in this Solicitation;
- b. Adequacy of Applicant's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
- c. Delivery time(s).

2. City reserves the right to inspect an awarded Applicant's place of business prior award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Applicant's capabilities and qualifications.

3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Applicant and may proceed against the original selectee for damages.

4. City reserves the right to reject any Grant Application on which the information submitted by Applicant fails to satisfy City and/or if Applicant is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Applicant or any related communication/clarification may result in the disqualification of its Grant Application from receiving further evaluation and a contract/grant award.

## **IX. City's Social Policy Requirements**

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts/grants awarded from it. *Refer to the standard City Grant template(s) (G-xxx "G-form") located in Attachment A-3, for additional details related to the application of a particular Ordinance to a Grant awarded pursuant to this Solicitation.*

### **A. APPLICANTS UNABLE TO DO BUSINESS WITH THE CITY**

#### **1. Generally**

Applicants that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a Grant with the City. Laws applicable to this Solicitation are set forth below and in the standard City Grant template(s) (G-xxx "G-form") as applicable, to the requested products or services located in Attachment A-3.

#### **2. Administrative Code Chapter 12X**

**DELETED—Grant Agreements entered under Chapter 21G do not meet the definition of a contract under 12X.**

### **3. Administrative Code Chapter 12B**

A Applicant selected pursuant to this Solicitation may not, during the term of the 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 bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. *Refer to the standard City Grant template(s) (G-xxx "G-form") located in Attachment A-3, for additional details related to the application of a particular Ordinance to a Grant awarded pursuant to this Solicitation.*

#### **B. RESERVED (PREVAILING WAGE ORDINANCE)**

#### **C. HEALTH CARE ACCOUNTABILITY ORDINANCE**

##### **1. For Nonprofit Grant Applicants**

Applicants selected pursuant to this solicitation and are a Nonprofit Corporation are not defined as a "Contract" under 12Q.2.4.(11) and are not subject to the requirements Chapter 12Q.

##### **2. For All Other Grant Applicants**

A Applicant selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Applicant shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Applicant selected pursuant to this Solicitation 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 and the Health Commission's minimum standards available at <http://sfgov.org/olse/hcao>. Any Subgrant entered into by Applicant shall also be required to comply with the requirements of the HCAO and shall contain Grant obligations substantially the same as those set forth in this section.

#### **D. MINIMUM COMPENSATION ORDINANCE**

A Applicant selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Applicant selected pursuant to this Solicitation 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. A Applicant selected pursuant to this Solicitation 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>. *Refer to the standard City Grant template(s) (G-xxx "G-form") located in Attachment A-3, for additional details related to the application of a particular Ordinance to a Grant awarded pursuant to this Solicitation.*

#### **E. FIRST SOURCE HIRING PROGRAM**

An Applicant selected pursuant to this Solicitation shall comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. *Refer to the standard City Grant template(s) (G-xxx "G-form") located in Attachment A-3,*

*for additional details related to the application of a particular Ordinance to a Grant awarded pursuant to this Solicitation.*

**F. RESERVED (LBE RATING BONUS AND BID DISCOUNTS)**

**1. LBE Subcontracting Participation Requirements**

Reserved – Due to the inclusion of Federal or State funds in the funding mix.

**2. LBE Good Faith Outreach**

Reserved – Due to the inclusion of Federal or State funds in the funding mix.

**3. LBE Participation Requirements and Good Faith Outreach Forms**

Reserved – Due to the inclusion of Federal or State funds in the funding mix.

**4. The CMD Compliance Officer (CCO) for this project is:**

Selormey Dzikunu  
Contract Monitoring Division  
City and County of San Francisco  
Tel: 415-581-2310  
Email: [Selormey.Dzikunu@sfdpw.org](mailto:Selormey.Dzikunu@sfdpw.org)  
Website: [www.sfgov.org/cmd](http://www.sfgov.org/cmd)

**5. LBE Payment and Utilization Tracking**

Reserved – Due to the inclusion of Federal or State funds in the funding mix.

**G. RESERVED (SWEATFREE PROCUREMENT)**

**H. OTHER SOCIAL POLICY PROVISIONS**

Attachment A-3, contains the standard City Grant template(s) (G-xxx "G-form") which identifies other City applicable social policy provisions related to a Grant awarded pursuant to this Solicitation. Applicants are encouraged to carefully review these terms and ensure they are able to comply with them.

**X. Department of Public Health Specific Grant Requirements**

**A. PROTECTED HEALTH INFORMATION AND BAA**

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 GRANTEE 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

Grantee 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, Grantee is a Business Associate of CITY/SFDPH, as defined under HIPAA. Grantee must comply with and complete the following attached documents, incorporated to this Agreement as though fully set forth herein:**

1. SFDPH Business Associate Agreement (BAA) (08-03-2022)
  2. SFDPH Attestation 1 PRIVACY (06-07-2017)
  3. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
2.  **NOT do any of the activities listed above in subsection 1;**

Grantee is not a Business Associate of CITY/SFDPH. SFDPH Business Associate Agreement (BAA) and attestations are not required for the purposes of this Grant.

## **B. PROTECTED HEALTH INFORMATION**

Grantee, all subgrantees, all agents and employees of Grantee and any subGrantee shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Grantee by City in the performance of this Agreement. Grantee agrees that any failure of Grantee 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 Grantee or its subGrantees or agents by City, Grantee 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.

## **C. EXCLUSION LISTS AND EMPLOYEE VERIFICATION**

Upon hire and monthly thereafter, Grantee 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.

## **D. INSURANCE REQUIREMENTS**

NOTE ON INSURANCE REQUIREMENTS: INSURANCE LIMITS AND TYPES OF COVERAGE ARE SUBJECT TO RISK MANAGEMENT REVIEW AND REVISION, AS APPROPRIATE, AS CONDITIONS WARRANT.

Upon award of grant, Grantee shall furnish to the City a Certificate of Insurance and Additional Insured Endorsements stating that there is insurance presently in effect for Grantee with limits of not less than those established by the City. Standard Insurance Requirements, subject to Risk Management review and revision, are listed in Attachment A-3.

## **E. INFORMATION TECHNOLOGY AND DATA SECURITY AND COMPLIANCE**

### **1. Standard Grant Template**

Applicants are directed to review the standard City Grant template (G-xxx "G-form") and Data Access Agreement located in Attachment A-3 for the general framework and requirements surrounding compliance with Department of Public Health Information Technology and Data Security topics.

### **2. Department of Technology Cybersecurity Risk Assessment**

As part of City's evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the Grantee or Subgrantee.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

1. **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
2. **City's Cyber Risk Assessment Questionnaire:** Applicant's responses to a City's Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Applicant. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may shall afford a potential Applicant an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

A copy of the CRA is located in Attachment A-3.

## **F. VENDOR CREDENTIALING AT ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL**

It is the policy of Zuckerberg San Francisco General Hospital to provide quality patient care and trauma services with compassion and respect, while maintaining patient privacy and safety. ZSFGH is committed to providing reasonable opportunities for Health Care Industry Representatives (HCIRs), external representatives/vendors, to present and demonstrate their products and/or services to the appropriate ZSFGH personnel. However, the primary objective

of ZSFGH is patient care and it is therefore necessary for all HCIRs to follow guidelines that protect patient rights and the vendor relationship. Therefore, all HCIR's that will come onto the campus of Zuckerberg San Francisco General Hospital must comply with Hospital Policy 16.27 "PRODUCT EVALUATION AND PHARMACEUTICAL SERVICES: GUIDELINES FOR SALES PERSONNEL, HEALTHCARE INDUSTRY REPRESENTATIVES, AND PHARMACEUTICAL COMPANY REPRESENTATIVES". Before visiting any ZSFGH facilities, it is required that a HCIR create a profile with "VendorMate." VendorMate is the company that manages the credentialing process of policy 16.27 for ZSFGH. For questions, or to register as a HCIR please contact the Director of Materials Management, or designee (during normal business hours) at (415) 206-5315 or sign on to <https://sfdph.vendormate.com> for details.

**G. HOSPITAL POLICY 3.28.**

To ensure that care, treatment, and clinical services provided through contractual agreements are provided safely and effectively. Contractors for Zuckerberg San Francisco Hospital must comply with Hospital Policy 3.28 "CONTRACTING PATIENT CARE SERVICES"

**H. VENDOR CREDENTIALING AT ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL.**

It is the policy of Zuckerberg San Francisco General Hospital to provide quality patient care and trauma services with compassion and respect, while maintaining patient privacy and safety. ZSFGH is committed to providing reasonable opportunities for Health Care Industry Representatives (HCIRs), external representatives/vendors, to present and demonstrate their products and/or services to the appropriate ZSFGH personnel. However, the primary objective of ZSFGH is patient care and it is therefore necessary for all HCIRs to follow guidelines that protect patient rights and the vendor relationship. Therefore, all HCIR's that will come onto the campus of Zuckerberg San Francisco General Hospital must comply with Hospital Policy 16.27 "PRODUCT EVALUATION AND PHARMACEUTICAL SERVICES: GUIDELINES FOR SALES PERSONNEL, HEALTHCARE INDUSTRY REPRESENTATIVES, AND PHARMACEUTICAL COMPANY REPRESENTATIVES". Before visiting any ZSFGH facilities, it is required that a HCIR create a profile with "VendorMate." VendorMate is the company that manages the credentialing process of policy 16.27 for ZSFGH. For questions, or to register as a HCIR please contact the Director of Materials Management, or designee (during normal business hours) at (415) 206-5315 or sign on to <https://sfdph.vendormate.com> for details.

**I. RESERVED (OFFICIAL ACTIONS RELATING TO THE EMERGENCY; FEMA ASSISTANCE.)**

**J. GRANTOR VACCINATION POLICY.**

1. Grantee 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 and Grantees 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>.

2. A Contract or Grant 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/Grantee 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 or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

3. In accordance with the Contractor Vaccination Policy, Grantee agrees that:

(i) Where applicable, Grantee 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 Grantee an exemption based on medical or religious grounds; and

(ii) If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee 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).

4. 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.

## **XI. Protest Procedures**

### **A. PROTEST OF NON-RESPONSIVENESS DETERMINATION**

Within (3) three business days of the City's issuance of a Notice of Non-Responsiveness, a Applicant may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **B. PROTEST OF NON-RESPONSIBLE DETERMINATION**

Within (3) three business days of the City's issuance of a Notice of Non-Responsibility, a Applicant may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **C. PROTEST OF GRANT AWARD**

Within (3) three business days of the City's issuance of a Notice of Intent to Award, a Applicant may submit a written Notice of Protest of Grant Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or Solicitation provision on

which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

**D. DELIVERY OF PROTEST (EMAIL)**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

[Lucinda.Huang@sfdph.org](mailto:Lucinda.Huang@sfdph.org)

and

[Kelly.Hiramoto@sfdph.org](mailto:Kelly.Hiramoto@sfdph.org)

If delivering by mail, please email a copy to the individuals listed above.

Mail:

Director of Contract Management and Compliance  
1380 Howard Street, 4<sup>th</sup> Floor, Room 421a  
San Francisco, CA 94103

**Attn: RFGA Protest Request**

Fax number (415) 554-2555

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 44670 - 16/17)

Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)

Type of Service: Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) programs

Funding Source: Mental Health Services Act (MHSA)

PSC Original Approved Amount: \$16,000,000 PSC Original Approved Duration: 07/01/17 - 06/30/21 (4 years)

PSC Mod#1 Amount: \$22,400,000 PSC Mod#1 Duration: 07/01/21-06/30/26 (5 years 1 day)

PSC Mod#2 Amount: \$18,000,000 PSC Mod#2 Duration: 04/01/23-06/30/30 (4 years 1 day)

PSC Cumulative Amount Proposed: \$56,400,000 PSC Cumulative Duration Proposed: 13 years 2 days

**1. Description of Work**

**A. Scope of Work/Services to be Contracted Out:**

Mental Health Services Act (MHSA)-funded Prevention and Early Intervention (PEI) programs are designed to prevent the initial onset or worsening of mental illness among children, youth, their families, transitional age youth, incarcerated youth and juvenile justice system providers, adults and older adults who exhibit varying levels of risk of developing mental illness include severe psychosis, through peer outreach, screening and response, supportive services, consultation and training. Contractors will provide PEI services in two areas:

--School-based Behavioral Health Services, including individual therapy and case management, group counseling, crisis intervention, leadership development, academic support, educational workshops, and family engagement, as well as regular mental health consultation for teachers, support staff and administrators at designated schools.

--Population-focused Behavioral Health Services for Latino/a, Mayan, Native American and Socially Isolated Older Adults populations (initially referred to as holistic wellness prevention), including early needs identification and linkage to services; promotion of wellness and awareness to reduce the stigma associated with mental health care; and delivery of services responsive to community members in ways that are respectful and honor each person's heritage and cultural worldview.

**B. Explain why this service is necessary and the consequence of denial:**

State MHSA funding provides the opportunity to fill otherwise unmet needs for mental health services at many levels, in K-12 schools, in juvenile justice detention, among distinct cultural communities in San Francisco, in child care classrooms, family resource Centers, family child care network and substance abuse residential treatment programs, as well as among juvenile justice staff who lack support and prevention training, among isolated adults age 55 and up who have limited access to mental health programs, among youth and their families at risk for psychosis, among transitional aged youth, in after-school programs for children aged 6-13, and for the public, who will benefit from a peer education system designed to stamp out stigma associated with mental illness. Denial of this PSC will result in reductions in existing mental health services, especially to the targeted populations, those with severe mental illness who are school age, Latino/a, Mayan, Native American or Socially Isolated Older Adults.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
Services have been provided in the past through earlier PSC request. See 44670 - 16/17

D. Will the contract(s) be renewed?  
Yes, if funding is available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:  
The Department expects the need for these services to continue.

**2. Reason(s) for the Request**

A. Display all that apply

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

The Department does not have the capacity to provide the wide range of very specialized services needed as required under the MHSA. MHSA requires the capacity to provide a wide range of services which may be needed intermittently based on the needs of clients who are identified (e.g., Mayan language and culture or specific mental illness diagnoses or needs of incarcerated youth), especially as regards specialized services (e.g., early childhood consultation or consultation to juvenile justice staff) or specific populations, and/or which would require restrictions on hiring that are not possible under the civil service system (e.g., experience as peers/consumers of mental health services with life experience in the mental health system).

B. Reason for the request for modification:

To extend the duration, with a corresponding increase in amount, to align with the anticipated contract term stated in the Request for Proposal

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Contractors must have the ability to provide the needed services with appropriately trained and experienced mental health specialists who have expertise with behavioral health issues which is relevant and effective for the target populations and are able to demonstrate the ability to adhere to MHSA principles and requirements. Programs must be based on wellness and recovery principles, as required by the State under the MHSA. Contractors must have a State-licensed facility and trained and licensed/credentialed staff, as required by the MHSA and/or State regulations.

B. Which, if any, civil service class(es) normally perform(s) this work? 2585, Health Worker 1; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Contractor(s) will provide their own office space and curricula.

**4. If applicable, what efforts has the department made to obtain these services through available resources within the City?**

Not Applicable

**5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out**

A. Explain why civil service classes are not applicable.

The MHSA-funded programs projects are all collaborative projects, primarily based in the community, designed to draw on the expertise and experience of the behavioral and primary health care systems,

community-based organizations of all types, schools, community programs and centers, institutions of higher education and juvenile probation. The Department does not have the capacity to provide the wide range of very specialized services needed as required under the MHSA.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: MHSA requires the capacity to provide a wide range of services which may be needed intermittently based on the needs of clients who are identified (e.g., Mayan language and culture or specific mental illness diagnoses of incarcerated youth), especially as regards specialized services (e.g., early childhood consultation or consultation to juvenile justice staff) or specific populations, and/or which would require restrictions on hiring that are not possible under the civil service system (e.g., peers/consumers of mental health services with life experience in the mental health system).

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Consultation services for juvenile justice system and designated schools' civil service staff will provide some training, but no other formal, classroom-type training of staff is included in these services.
- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 03/03/23, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21;

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44670 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 05/03/2023

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # 46987 - 16/17)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Mental Health Services for Children, Youth and FamiliesFunding Source: Medi-Cal, State Rlgmt, Genl FundPSC Original Approved Amount: \$75,000,000 PSC Original Approved Duration: 07/01/17 - 06/30/22 (5 years)PSC Mod#1 Amount: \$35,000,000 PSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: \$123,200,000 PSC Mod#2 Duration: 07/01/22-06/30/27 (5 years 1 day)PSC Mod#3 Amount: \$116,500,000 PSC Mod#3 Duration: 07/01/27-06/30/28 (1 year 1 day)PSC Cumulative Amount Proposed: \$349,700,000 PSC Cumulative Duration Proposed: 11 years 2 days**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Culturally appropriate mental health services for children, youth and their families will be provided by multiple contractors, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients. Services will include outpatient mental health services; educationally related mental health services, success, opportunity, achievement resiliency classrooms, classroom educational enrichment program, intensive supervision and clinical services, residential based mental health outpatient, mental health assessment therapy, collateral and community based wraparound services, specialty Mental Health services, community-based violence and trauma recovery services, community-based day treatment services, short term residential therapeutic programs, intensive treatment foster care and treatment foster care, day treatment services, intensive/day rehabilitative services, therapeutic behavioral services, therapeutic visitation services, and targeted case management.

**B. Explain why this service is necessary and the consequence of denial:**

Without these services, children, youth and their families will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, trauma, post-trauma, and other symptoms. There may also be a generalized sense of increased collective helplessness throughout the community when related to significant numbers the community with untreated mental illness, leading to communities which feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as dis-allowance of State and Federal funding for failing to expend funds within regulatory guidelines.

**C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.**

Services have been provided in the past through earlier PSC request. See 46987 - 16/17

**D. Will the contract(s) be renewed?**

Yes, if funding is available.

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:**

The Department expects the need for these services to continue.

**2. Reason(s) for the Request****A. Display all that apply**

Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

The City does not have the facilities (including space for provision of services and offices), resources or capacity to provide these critical services for children, youth, and their families, which provide an integral part of the City's system of care.

B. Reason for the request for modification:

Extend the duration to align with the anticipated contract term stated in RFP and increase the PSC amount.

### **3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Contractors must have appropriately trained, licensed or certified staff and facilities which comply with applicable State laws and regulations, chiefly, California Welfare and Institutions Code Sect. 5000.

B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractors will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

### **4. If applicable, what efforts has the department made to obtain these services through available resources within the City?**

Not Applicable

### **5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out**

A. Explain why civil service classes are not applicable.

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are mostly non-profit organizations, and through these collaborations the City is able to offer higher quality, more accessible mental health services to its residents.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Current existing classifications perform this work. However, demand exceeds the capacity at City facilities to provide these services, so that City uses contractors to meet as many of the clients' needs as possible.

### **6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
These services do not include formal training for civil service staff, however, there may be knowledge transfer opportunities through civil service staff's ongoing work to coordinate with community based and other providers.

C. Are there legal mandates requiring the use of contractual services?  
No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes, existing contractors will continue to use this PSC.

**7. Union Notification:** On 06/30/23, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Physicians and Dentists - 8CC; Management & Superv Local 21; Architect & Engineers, Local 21;

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 101 Grove Street, Room 307,, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46987 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 08/31/2023



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 · Fax: 415.252.3112

### Filing Information

**Record Number**

SFEC126F0001241

**Status**

BOS Legislative Clerk Acceptance

**SFEC126f Form Type**

126f4 BOS

**File Number (BOS)**

260438

**Type of Filing**

Original

## Contractor Information

**Contractor Name**

Richmond Area Multi Services, Inc.

**Contractor Email**

info@ramsinc.org

**Contractor Phone #**

(415) 800-0699

**International Address?**

No

**Contractor Address (US)**

4355 Geary Blvd.

**Contractor City and State**

San Francisco - CA

**Contractor Zip Code**

94118

**Country**

United States of America

## Contract Information

**Contract Amount**

\$15,010,725.00

**Description of Amount of Contract**

Not to exceed \$15,010,725

**Contract Description**

Provide integrated behavioral health and case management services at 15 of the high school-based Wellness Centers.

## City Agency - Departmental Contact Information

### Departmental Contact

Reanna Albert

### Departmental Contact Phone #

+14155576693

### Full Department Name

DPH - Department of Public Health

## Contract Approval

### Mayoral Approval Not Required

false

## Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
Board of Directors	Tom	Yeh	Board of Directors
Board of Directors	Maggie	Roberts	Board of Directors
Board of Directors	Summer	Lee	Board of Directors
Board of Directors	Wade	Chow	Board of Directors
Board of Directors	Angela	Tang	CEO
Board of Directors	Eduard	Agajanian	CFO
COO	Patty	Rodriguez	COO
Other Principal Officer	Christina	Shea	Other Principal Officer
Subcontractor	LanguageLine Solutions		Subcontractor



City and County of San Francisco  
**Daniel Lurie, Mayor**

## San Francisco Department of Public Health

Daniel Tsai  
Director of Health

April 20, 2026

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 Richmond Area Multi Services Inc., in the amount of \$15,010,725.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution
- Original Agreement
- Proposed Amendment 1
- Form SFEC-126

For questions on this matter, please contact me at (628) 271-6178, [reanna.albert@sfdph.org](mailto:reanna.albert@sfdph.org).

Thank you for your time and consideration.

Sincerely,

*Reanna Albert*

Reanna Albert  
Pre-Award Unit Analyst  
Office of Contracts Management and Compliance  
DPH Business Office

cc: Daniel Tsai, Director of Health  
Michelle Ruggels, Director, DPH Business Office

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**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](mailto:reanna.albert@SFDPH.org) – office 621-271-6178 – fax 415 252-3088

101 Grove Street, Room 410 San Francisco, CA 94102

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