

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

First Amendment

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

Recitals

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

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

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal (“RFP”) RFP 8-2017, issued on 8/17/17, RFP 1-2017 issued on 3/7/17, Sole Source San Francisco Administrative Code Chapter 21.42 approved on 6/23/20, and Request for Qualifications (“RFQ”) RFQ 17-2016 issued on 7/20/16, in which City selected Contractor as the highest qualified scorer pursuant to the solicitations; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract numbers: 46987-16/17 on 8/2/17, 40587 on 3/2/18, and 44670 16/17 on 6/19/17; and

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

- 1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2018 (Contract ID # 1000011308), between Contractor and City.
- 1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

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

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

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

2.1 Article The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2021, unless earlier terminated as otherwise provided herein.

2.2 The City has 2 options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

Option 1: 07/01/2021-06/30/2022

Option 2: 07/01/2022-06/30/2023

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

2.1 The term of this Agreement shall commence on July 1, 2018 and expire on March 31, 2022, unless earlier terminated as otherwise provided herein.

2.2 The City has 1 options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

Option 1: 4/01/2022-6/30/2023

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

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Seven Hundred Fifty Seven Thousand Eight Hundred Six Dollars (\$9,757,806)**. The breakdown of charges associated with

this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Eight Hundred Thousand One Hundred Thirteen Dollars (\$9,800,113)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.4 Contract Amendments; Budgeting Revisions. *The following is hereby added to Article 3 of the Agreement:*

3.7 Contract Amendments; Budgeting Revisions.

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

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

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

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

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

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

5.1 Insurance.

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

(a) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.

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

(d) Professional Liability Insurance, applicable to Contractor’s profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved. (Technology Errors and Omissions Coverage)

(f) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

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

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

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

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

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

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

5.1.9 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.

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

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

5.2 Indemnification.

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

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

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

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

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount

required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

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

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

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

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

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

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

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

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

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

| | | | |
|-------|--|-----|----------------------|
| 3.3.2 | Payment Limited to Satisfactory Services | 9.1 | Ownership of Results |
|-------|--|-----|----------------------|

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

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

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

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

10.11 **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date

the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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

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

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

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

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

2.15 **Notification of Legal Requests** *is hereby added and incorporated into Article 11 of the Agreement:*

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

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

13.5 Management of City Data and Confidential Information

13.5.1 **Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.5.2 **Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in

strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information 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 Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information 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 or Confidential Information 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 or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.5.3 Disposition of Confidential Information. Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, 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.

- 2.17 Appendices A-1 through A-5 are hereby replaced in its entirety by Appendices A-1 through A-5, attached to this Amendment and fully incorporated within the Agreement.
- 2.18 Appendix B is hereby replaced in its entirety by Appendix B, attached to this Amendment and fully incorporated within the Agreement.
- 2.19 Appendices B-1 through B-5 are hereby replaced in its entirety by Appendices B-1 through B-5, attached to this Amendment and fully incorporated within the Agreement.
- 2.20 Appendix F is hereby replaced in its entirety by Appendix F, attached to this Amendment and fully incorporated within the Agreement.
- 2.21 Appendix J dated 7/1/ 2020 (i.e. July 1, 2020) is hereby added for 20-21.

Article 3 Effective Date

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

Article 4 Legal Effect

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

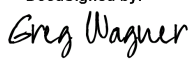
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

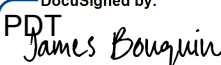
Recommended by:

CONTRACTOR

Bayview Hunters Point Foundation

DocuSigned by:

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 Grant Colfax, MD Date
 Director of Health
 Department of Public Health

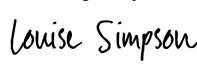
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 James Bouquin Date
 Interim Executive Director

Supplier ID number: 0000024522

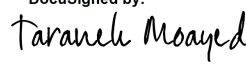
Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
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 Louise S. Simpson Date
 Deputy City Attorney

Approved:

DocuSigned by:

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 Sailaja Kurella Date
 Acting Director, Office of Contract
 Administration, and Purchaser

Program Name: Adult Behavioral Health

Contract Term: 07/01/20 – 06/30/21

**Funding Source: Mh Adult Fed SCMCFFP (50%),
MH Adult State 1991 MH Realignment, MH Adult
County GF, MH Grant SAMHSA Adult SOC,
DFCA 93.958**

1. Identifiers:

Program Name: Adult Behavioral Health
5815 Third Street, San Francisco, CA, 94124
Telephone: 415-822-7500 Fax: 415-822-9767
Website Address: www.bayviewci.org

Contractor Address: 150 Executive Park Blvd., Suite 2800, San Francisco, CA, 94134
Executive Director: Susan Watson (Interim Director)
Telephone: 415- 468-5100
Email Address: susan.watson@bayviewci.org

Program Director: Kimberly Yano
Telephone: 415- 822-7500x13
Email Address: Kimberly.yano@bayviewci.org
Program Code(s): 3851-3

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

To provide mental health services for the purpose of increasing stability, self-sufficiency and success in community living.

4. Priority Population:

Adult clients who meet the county’s eligibility guidelines and admissions criteria however; with a focus on the residents in the Southeast neighborhoods of the city who are exposed to trauma, financial stress, homelessness and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. BVHPFCI makes every effort to serve all San Franciscans in need. Where a particular program is not the best fit, staff will make an appropriate referral either internally or to a co-service provider in San Francisco.

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

Please see Appendix B-1 CRDC page for detailed service breakdown.

Mental health services include: assessment (plan development, mental health evaluation), individual therapy, group therapy, collateral contact, case management, crisis intervention, outreach services/consultation services, and medication support services.

Program Name: Adult Behavioral Health**Contract Term: 07/01/20 – 06/30/21****Funding Source: Mh Adult Fed SCMCFFP (50%),
MH Adult State 1991 MH Realignment, MH Adult
County GF, MH Grant SAMHSA Adult SOC,
DFCA 93.958**

Based on current public health crisis due to COVID-19, both face to face and telehealth services will be made available to clients for all offered services.

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

BVHPF IBHS conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff is also connected with the Bayshore and Embarcadero navigation centers and downtown SIP hotels to receive referrals to provide service to clients who are being placed in housing in the Southeast neighborhoods.

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

Clients served at BVHPF IBHS must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

C. Service delivery model

The BVHPF IBHS provides outpatient services that are primarily either clinic based or in a telehealth format but can be delivered when appropriate in the field or at client residences to improve access to care. The clinic will operate Monday through Friday from 9am-5pm. For all client cases, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHPF IBHS does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHPF IBHS will use evidence based practices for the treatment of clients including but not limited to: motivational interviewing, acceptance and commitment therapy (ACT), cognitive behavioral therapy (CBT), insight oriented therapy, family systems therapy, dialectical behavior therapy (DBT), and trauma focused approaches (ex.: cognitive processing therapy (CPT)).

Treatment will be administered using the following modalities:

- Assessment
- Individual Therapy
- Group Therapy
- Collateral services
- Targeted case management
- Medication support services
- Crisis intervention

Program Name: Adult Behavioral Health**Contract Term: 07/01/20 – 06/30/21****Funding Source: Mh Adult Fed SCMCFFP (50%),
MH Adult State 1991 MH Realignment, MH Adult
County GF, MH Grant SAMHSA Adult SOC,
DFCA 93.958****-Case management**

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through use of translation services provided by the Department of Public Health.

The Bayview Integrated Behavioral Health Service participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians. Priority referrals include Foster Care Mental Health, Child Protective Services (CPS), and Gold Cards (high risk, frequent service users).

D. Discharge Planning and exit criteria and process

The exit criteria for BVHPF IBHS are based upon attainment of the goals and desired outcomes outlined in the treatment plan of care. Staff will continually track client progress and will use a step down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkages to desired resources such as case management, housing support, medical care and/or vocational training so that clients have a network of continuous resources.

E. Program staffing

The BVHPF IBHS is staffed with licensed and license-eligible marriage and family therapists, social workers, psychologists and licensed board certified psychiatrists. All staff is dedicated to serving the community and are responsive to issues of ethnicity, culture, language and gender. Ongoing trainings and supervision are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHPF IBHS is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also working to re-start its practicum training program to bring more developing professionals into the community mental health field.

F. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance objectives FY 20-21.

G. Continuous Quality Improvement:

Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality

Program Name: Adult Behavioral Health**Contract Term: 07/01/20 – 06/30/21****Funding Source: Mh Adult Fed SCMCFFP (50%),
MH Adult State 1991 MH Realignment, MH Adult
County GF, MH Grant SAMHSA Adult SOC,
DFCA 93.958**

assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPF IBHS abides by the guidelines and mandates as described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

A. Achievement of contract performance objectives and productivity

The Bayview Integrated Behavioral Health Service follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Avatar reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If a particular staff member is found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

B. Quality of documentation

The BVHPF IBHS identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participates in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All new staff is subject to ongoing documentation review and co-signing by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to MediCal standards. Once a staff member no longer requires a co-signer, their notes, assessments and treatment plans are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency.

Typically the adult services program also monitors documentation via a staff PURQC (Program Utilization Review Quality Committee) structure which meets weekly for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

Since the shelter in place on March 17, 2020, the official PURQC process has been pause, however, we have continued to have clinicians review their documentation as if PURQC were being conducted in the standard format to ensure that the practice is upheld and we are adhering to prescribed standards for service allotment.

C. Cultural Competency

CID#: 1000011308

Page 4 | 5

Program Name: Adult Behavioral Health**Contract Term: 07/01/20 – 06/30/21****Funding Source: Mh Adult Fed SCMCFFP (50%),
MH Adult State 1991 MH Realignment, MH Adult
County GF, MH Grant SAMHSA Adult SOC,
DFCA 93.958**

The Bayview Hunters Point Foundation recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally-relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and other on-site trainings. Guest presenters in particular will be included in on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

D. Client Satisfaction

The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff, and clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

E. Timely completion and use of outcome data

The Bayview Integrated Behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including CANS and ANSA data. All required resource documents are completed within the timelines designated by CBHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year, and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

H. Required Language: N/A**I. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY): N/A**

Contractor Name : Bayview Hunter Point Foundation

Program Name: Schoolbased Centers Balboa

Appendix A-2

Contract Term: 07/01/20- 06/30/21

Funding Source: MHMMSA (PEI)

1. Identifiers:

Program Name: School-based Centers Balboa

Program Address: 1000 Cayuga Avenue Room 156

City, State, ZIP: San Francisco CA 94112

Telephone: 415.469.4512 FAX: 415.337.2135

Website Address: <https://www.sfhealthnetwork.org/primary-care-3/community-health-programs-for-youth-chpy/>

Contractor Address: 150 Executive Park Blvd, Suite 2800

City, State, ZIP: San Francisco, CA 94134

Person Completing this Narrative: Owen Morse, Administrative Coordinator

Telephone: (415) 575-5781

Email Address: owen.morse@sfdph.org

Program Code(s): RU 38518

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

To work from a comprehensive school-based clinic at the San Francisco Unified School District’s (SFUSD) Balboa High School, the Balboa Teen Health Center (BTHC) will provide prevention and early intervention behavioral health services including (1) prevention activities that address stigma, and increase awareness of and access to services, (2) screening, assessment, short-term crisis and individual/group counseling services to students and their families and to integrate completely into the student support efforts at the High School provided through the SFUSD school faculty and Wellness Center staff.

4. Priority Population:

- Age: Youth ages 11-19
- Gender: Female, Male, Gender Non-Binary, and Transgender.
- Economic Status: Predominantly youth from low income families and foster care, including many youth whose families are on some form of General Assistance
- Ethnic background and language needs: Latino, Asian, Pacific Islander, African American, Filipino, White, and Mixed Race; Includes a significant number of youth whose families are recent newcomers to the United States
- Languages: English, Spanish, Chinese, and other; some interpretation services available
- Zip codes primarily served: 94112, 94134, 94131, 94124, 94127, and 94110.

Contractor Name : Bayview Hunter Point Foundation
Program Name: Schoolbased Centers Balboa

Appendix A-2
Contract Term: 07/01/20- 06/30/21
Funding Source: MH MSA (PEI)

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

See the Appendix B CRDC page.

| Units of Service (UOS) Description | Units of Service | Number of Clients | Unduplicated Clients (UDC) |
|------------------------------------|------------------|-------------------|----------------------------|
| Leadership Development | 140 | 20 | |
| Outreach and Engagement | 128 | 1200 | |
| Screening and Assessment | 215 | 215 | |
| Crisis Intervention | 50 | 20 | |
| Training and Coaching | 100 | 10 | |
| Mental Health Consultation | 100 | 125 | |
| Individual Therapeutic Services | 860 | 105 | |
| Group Therapeutic Services | 180 | 50 | |
| Total UOS Delivered | 1735 | | |
| Total UDC Served | | | 1200 |

Leadership Development (MHSA Activity Category)

(1) Patient Advisory Council (PAC): The behavioral health lead will partner with BTHC staff health educators, and work with collaboration from SFUSD Balboa Wellness Center Coordinator and Health Outreach Worker to: (1) train 6-10 peer advocates/educators from amongst the Balboa High School students -the PAC members themselves - and (2) will work in tandem with PAC members, providing oversight to develop education and outreach materials and content.

Presentations developed will, (a) address the issue of stigma related to youth accessing BH services, (b) educate on minor consent and access to services, and (c) present several behavioral health issues common to our target population with support options.

Timeline: July 2020- June 2021: ongoing peer development and training
 UOS: 140 hours leadership development - youth training/development

Outreach and Engagement (MHSA Activity Category)

(2) Classroom presentation outreach and engagement: A BTHC staff Health Educator and the PAC will work with the SFUSD Wellness coordinator and health education faculty to organize and facilitate PAC-

Contractor Name : Bayview Hunter Point Foundation
Program Name: Schoolbased Centers Balboa

Appendix A-2
Contract Term: 07/01/20- 06/30/21
Funding Source: MHMMSA (PEI)

lead peer education health presentations, in particular in Balboa 9th grade Health and Life-Skills classes. Topics will include minor consent laws, access to services for youth, anti-stigma messaging as it relates to youth and BH services, healthy relationships, and other relevant topics. The PAC will also reach other students through school-wide and local community events and health fairs and through Bal-TV. In addition, the BTHC Health Educator will conduct classroom presentations on key health topics which are cogent to behavioral health- such as healthy relationships, sexuality, and hygiene- with youth who have been detained at the Juvenile Justice Center. These presentations will highlight services available to youth at DPH Community Health Programs for Youth (CHPY) Clinics, of which BTHC is one.

Timeline: August/September 2020: revise classroom presentations as needed
 October 2020: Coordinate group trainings with classroom teachers and health educator or PAC members-prepare to implement lessons.
 October 2020 – June 2021: implement classroom outreach/lessons
 UOS: 60 hours outreach and engagement (20 classes (1.5 hours each) + 1.5 hours preparation for each class)

Parent/ Family/ Community outreach and engagement: With guidance from staff Health Educators and the High School's Community Youth Outreach Worker (CHOW) The PAC will attend the school's Parent-Teacher-Student Association (PTSA) meetings, and develop and provide four annual health presentation at them, inviting students, their parents and other family members, Balboa High School teachers and administrators, and others to attend. These informational presentations will highlight health issues that the PAC feels are relevant, relating to youths' lives (health, vaping, communication) and accessing care. They will serve to help parents to understand normal adolescent development, identify issues impacting positive development, and address parental roles in supporting healthy youth. As an incentive for participation, students will receive community service hours (25 hours required per school year in order to graduate on stage at the end of senior year) for attending these meetings with a parent/guardian. In addition, BTHC/Wellness staff will work with parent liaisons at Balboa High School to inform parents of services available through the Wellness Center and to engage them in outreach activities. This may include staff attendance and presentations at monthly school and utilizing the PTSA newsletter to send out information and elicit feedback on a monthly basis. SFUSD Wellness staff, BTHC staff, and PAC members, will also participate in periodic clinic open houses, during school-wide parent events- inviting families to come and see the clinic and learn about its services.

Timeline: September 2020-June 2021:
 UOS: 68 hours total (4 45-minute presentations + 16 hours preparation per presentation + 2 clinic open houses at 2 hours each)

Screening and Assessment (MHSA Activity Category)

(3) Screening: 120 youth
 Any student can self-refer for behavioral health services at BTHC. However, students are most often referred for screening and assessment by someone other than themselves including a friend or parent, school faculty, intra-clinic referral, or from another agency or school. Behavioral health staff meets with the student to screen (identify issues) and assess (determine level of need for intervention). During the assessment phase, staff also determines whether the client meets criteria for minor consent or requires parental consent to continue to treatment phase.

Contractor Name : Bayview Hunter Point Foundation
Program Name: Schoolbased Centers Balboa

Appendix A-2
Contract Term: 07/01/20- 06/30/21
Funding Source: MHMMSA (PEI)

When indicated, parents and/or other family members may be requested to participate in services with their child. In these cases, the family will be asked to come in for an assessment visit which may lead to an agreement for time limited treatment.

Timeline: July 2020 – June 2021, services are ongoing
UOS: 120 hours screening (120 youth/families X average 60 minute screening)

Assessment: 95 youth will be assessed for services

Timeline: services are ongoing July 2019 – June 2020
UOS: 95 hours assessment services (95 youth X one hour)

Crisis Response (MHSA Activity Category)

(4) Crisis intervention: will be provided as needed; this may include both individual and group services;
Timeline: services are ongoing August 2020 – June 2021
UOS: 50 hours crisis intervention (20 youth X 2.5 hour's average time spent/client)

Training and Coaching (MHSA Activity Category)

(5) BTHC Behavioral Health Staff will participate in weekly case-conference reviews, which will include all behavioral health clinicians at BTHC, any graduate student interns working with the program, and program Health Educators. BTHC BH staff will also participate in monthly All DPH division-wide (Primary Care, Community Health Programs for Youth) Conference/Consulting Groups which will include mental health providers from all CHPY sites and focus partially on potential opportunities for integration of services across CHPY sites.

In addition, key staff will participate in Behavioral Health seminars and conferences throughout the year.

Timeline: July 2010 – June 2021: weekly and monthly consultation groups
UOS: 100 hours training and coaching (40 weekly BTHC team meetings + 10 monthly CHPY team meetings at an average of 2 hours per meeting + time for additional staff trainings)

Mental Health Consultation (MHSA Activity Category)

(6) Staff Consultation: these services included BTHC staff participation in school-based meetings such as Student Success Teams and other student oriented meetings. Staff will also work with individual teachers or other agency staff on behalf of client/family needs. Staff will attend a minimum of 40 school-based meetings and consult with a minimum of 50 adults.

Timeline: September 2020 – June 2021: services are ongoing
UOS: 50 hours group consultation (25 meetings X 2 hours each)
UOS: 50 hours individual consultation (100 individual consults X 30 minutes average)

Early Intervention Services and Strategies

Contractor Name : Bayview Hunter Point Foundation
Program Name: Schoolbased Centers Balboa

Appendix A-2
Contract Term: 07/01/20- 06/30/21
Funding Source: MHMHA (PEI)

Youth N= 155 (105 individual, 50 group with duplication)
+ Family members/Other Adults as indicated
UOS = 1040

Individual Therapeutic Services (MHSA Activity Category)

(7) Brief individual/family therapy: utilizing motivational interviewing, CBT, brief therapy, and systems theory, a minimum of 100 youth will access individual and family services

UOS: 860 hours individual therapy/counseling (105 youth/families x average 6 one hour sessions plus average 2 hour charting time per youth – includes youth already screened/assessed from prior year)

Group Therapeutic Services (MHSA Activity Category)

(8) Groups: High School/ Various: This year BTHC will offer a minimum of 3 group series to meet student needs as determined by student feedback, BHS faculty and staff input, and clinic capacity.

UOS: 180 hours (60 groups x 3 hours group/prep/charting)

6. Methodology:

A. The services of Balboa Teen Health Center are targeted to youth that live and/or go to school in the Southeast Sector of San Francisco, particularly the students of Balboa High School. In order to promote services and recruit participants, BTHC maintains an active role in school events in the central quad. In recent months, as the High School communities health programming has expanded, BTHC staff has also begun working alongside SFUSD Wellness Center staff – working in tandem with the assigned Wellness Coordinator and Community Outreach Worker (CHOW) to reach student community members, provide them with health education, and make them aware of services they can access at the clinic.

Additionally, as a component of the Comprehensive Sexual Health Education conducted by BTHC health educators annually with all Balboa HS freshmen, students are given tours of the clinic which include a description of the services available and a Q and A session with Clinic staff. The Balboa Teen Health Center has a PAC, which is comprised annually of 12+ students from Balboa High School. PAC members play a very active role in developing and implementing the outreach and engagement components of the BTHC Outpatient Behavioral Health Program. PAC members also provide classroom interventions in collaboration with BTHC health educators, presenting on issues including minor consent and mental health counseling. Additionally, the PAC provides a vital sounding board for Behavioral Health staff, providing general feedback on services provided and ideas for how services could be made more youth positive and accessible.

B. Eligibility criteria for PAC membership: (1) brief written application; (2) interviewed by current PAC members who vote on new membership with Coordinator input.

Intake criteria for individual and group services: services are available to any SFUSD student ages 12-19; whether students are self-referred or referred by someone else, all are screened and assessed, and for those youth who consent to services, goals are developed by mutual agreement between client and counselor.

Contractor Name : Bayview Hunter Point Foundation**Program Name:** Schoolbased Centers Balboa**Appendix A-2****Contract Term:** 07/01/20- 06/30/21**Funding Source:** MHMHS (PEI)

C. BTHC is open Monday, Tuesday, Thursday, and Friday between the hours of 8:00 am and 4:30 pm, and on Wednesdays from 8:00am to 1:00pm (to allow for administrative time and meetings on Wednesday afternoons). In addition, BH services may be offered later in the evening to accommodate family involvement if needed. Direct services are provided in clinic, in classrooms, and in some instances in the community. Outreach and engagement services are provided through use of social media (BaITV, school loop, web-based, etc) and through outreach events (PTSA meeting presentations, classroom presentations, etc.).

BTHC has made considerable efforts to develop a truly multidisciplinary team that provides a seamless, comprehensive system of care for clients which includes:

- Warm handoffs between disciplines including utilizing a behaviorist model in primary care, which tends to work equally as well with health education.
- Use of weekly all-staff client review so that medical, behavioral and education staff can all contribute to treatment plans, and share information to support client success.
- Close working relationships with Balboa High School faculty and Administration (the most significant referral source for BTHC's programs)
- Single point of intake- whichever discipline students' access first completes the preliminary steps for intake (i. e. consents signed, HIPAA signed, psychosocial history completed, etc.) so that this process does not need to be repeated if a client accesses several services.
- Linkages: Collaborative relationships are in place to provide additional services for specific populations including:
 - Huckleberry Youth Programs, Larkin Street Youth Services, 3rd Street Youth Center and Clinic, LYRIC -access to supportive services and housing for youth through CHPY partner agencies
 - Cole Street Youth Clinic, Burton Wellness Center, Willie Brown Wellness Center, Larkin Street Youth Clinic, Dimensions Clinic, 3rd Street Youth Clinic, New Generation Health Center- access to additional healthcare services for different youth populations through CHPY network clinics.

D. Youth will show readiness for discharge by successfully completing treatment plan goals which may include (1) successful strategies for dealing with stress and mental health issues in the family or with peers (if identified), (2) increased school attendance, participation (3) reduced risky sexual behaviors and increased safer sex practices for those youth who identify, and (4) improved health habits as compared to baseline measures particularly related to nutrition, sleep, exercise, and mood. Successful completion may also be tied to youth's ability to follow through and engage in other services they are referred to to support and maintain positive life changes

E. BTHC Behavioral Health Services staff includes 3 full time mental health/substance abuse counselors (therapists), up to 2 graduate interns, and 1 full time Health Educator and Outreach worker. Outreach and Engagement and Leadership Development activities are conducted by all BH Services staff. Crisis Intervention and Screening and Assessment are provided by staff Therapists and Graduate Interns. Training and Coaching are conducted with the participation of all staff. Mental Health Consultation is provided by staff Therapists and secondarily by Graduate interns. Individual and Group Therapeutic services are provided by staff and Therapists and Graduate Interns. In addition to MHSA funding, this program receives support SFDPH General Funds and from SFUSD General Funds; MHSA does not support health education staff or any SFUSD Wellness Center staff; MHSA funding provides support for therapist position staffing.

Contractor Name : Bayview Hunter Point Foundation
Program Name: Schoolbased Centers Balboa

Appendix A-2
Contract Term: 07/01/20- 06/30/21
Funding Source: MHMMSA (PEI)

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance Objectives FY 20-21

8. Continuous Quality Improvement:

1. All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance Objectives FY 20-21
2. As a DPH managed program within the Primary Care division, Community Health Programs for Youth (CHPY), over the past months BTHC has transitioned to using the Epic Electronic Health Record. Continuing into this fiscal year, we have participated in the development and perfection of both standardized and specific work-flows for Behavioral Health services for Adolescent and Transitional Aged Youth within Epic. These work-flows will ensure a standardization in documentation practices, adherence, compliance, and quality. CHPY Behavioral Health leadership will perform documentation audits on all CHPY assigned behavioral health clinicians twice annually.
3. BTHC adheres to DPH and SFUSD mandated requirements for cultural competency, including but not limited to making multilingual signage and forms available to clients, ensuring that health education, and promotion materials are reflective of our ethnically diverse client population, and ensuring that planned outreach events and programming are reflective of and responsive to this diversity as well. In FY 2020-21, as part of the monthly CHPY All Staff meetings series, therapists and health educators at BTHC, as well as the medical and auxiliary staff they work alongside, will participate in cultural competency focused trainings and exercises. Clinicians, providers, and CHPY leadership will also attend a series of equity focused trainings throughout the year, designed to highlight efforts and methodology to overcome and be conscious of health disparities in San Francisco.
4. In FY 20-21 BTHC plans to implement a discharge survey to all behavioral health clients, as a tool for tracking client satisfaction and identifying service delivery issues that need to be addressed. This survey will be administered throughout the year on an ongoing basis and results will be tabulated on a quarterly basis, allowing BTHC behavioral health staff to discern issues and complications as they arise. In addition, BTHC will continue to make use of the PAC as a resource for client and youth feedback and input on our services.
5. Timely completion and use of outcome data, including, but not limited to, CANS and/or ANSA data (Mental Health Programs only) or CalOMS (Substance Use Disorder Treatment Programs only). As a tool for tracking both Behavioral Health indicators and outcomes, BTHC is joining the rest of DPH Primary Care in implementing the Behavioral Health Vital Signs (BHVS) evaluative tool. The BHVS module developed specifically for adolescents includes administering the PHQ-2 and PHQ-9A (when PHQ2 is positive) depression assessments with all incoming clients, and then referring clients scoring 9 or higher to BH services. Thereafter, clients will be reevaluated using the same tool and protocol in order to ensure that interventions were successful

9. Required Language:

N/A

Contractor Name : Bayview Hunter Point Foundation

Program Name: Schoolbased Centers Balboa

Appendix A-2

Contract Term: 07/01/20- 06/30/21

Funding Source: MHMHS (PEI)

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

N/A

Program Name: Children Outpatient

Contract Term: 07/01/20 – 06/30/21

Funding Source: MH CYF Fed SDMC FFP (50%),
MH CYF State 2011 PSR-EPSDT, MH CYF County
Local Match, MH CYF County GF

1. Identifiers:

Program Name: Children Outpatient
Program Address: 5815 Third Street, San Francisco, CA, 94124
Telephone: 415-822-7500 Fax: 415-822-9767
Website Address: www.bayviewci.org

Contractor Address: 150 Executive Park Blvd., Suite 2800, San Francisco, CA, 94134
Executive Director: Susan Watson (Interim)
Telephone: 415- 468-5100
Email Address: susan.watson@bayviewci.org

Program Director: Kimberly Yano
Telephone: 415- 822-7500x13
Email Address: Kimberly.yano@bayviewci.org

Program Code(s): 3851-6

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

To provide mental health services to young community members and their families that will support healthy development and improve functioning in the home, school and community.

4. Priority Population:

Youth under the age of 18 years within the SFUSD’s Bayview Superintendent Zone and who meet the county’s eligibility guidelines and admissions criteria with a primary focus on residents in the Southeast neighborhoods who have been exposed to trauma, familial financial stress, homelessness and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. BVHPFCI makes every effort to serve all San Franciscans in need. Where a particular program is not the best fit, staff will make an appropriate referral, either internally or to a co-service provider in San Francisco.

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

Please see Appendix B-1 CRDC page for detailed service breakdown.

Mental health services include: assessment (plan development, mental health evaluation), individual therapy, group therapy, family therapy, collateral contact, case management, crisis intervention and outreach services/consultation services.

Based on the current public health crisis due to COVID-19, both face to face and telehealth services will be made available to clients for all offered services. When in person classes resume for SFUSD, school based services will be provided as well.

CID#: 1000011308

Page 1 | 5

Program Name: Children Outpatient

Contract Term: 07/01/20 – 06/30/21

Funding Source: MH CYF Fed SDMC FFP (50%),
MH CYF State 2011 PSR-EPSDT, MH CYF County
Local Match, MH CYF County GF

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

BVHPF IBHS conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff are also partnering more closely with local schools and youth service organizations to encourage access to care.

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

Clients served at BVHP IBHS must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

C. Service delivery model

The BVHPF IBHS provides outpatient services that are primarily either clinic based or in a telehealth format but can be delivered when appropriate in the field or at client residences to improve access to care. The clinic will operate Monday through Friday from 9am-5pm. For all client cases, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHPF IBHS does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHPF IBHS will use evidence based practices for the treatment of clients including but not limited to: motivational interviewing, acceptance and commitment therapy (ACT), cognitive behavioral therapy (CBT), insight oriented therapy, family systems therapy, dialectical behavior therapy (DBT), and trauma focused approaches (ex.: cognitive processing therapy (CPT)).

Treatment will be administered using the following modalities:

- Assessment
- Individual Therapy
- Group Therapy
- Family therapy
- Collateral services
- Targeted case management
- Crisis intervention
- Case management

Program Name: Children Outpatient

Contract Term: 07/01/20 – 06/30/21

Funding Source: MH CYF Fed SDMC FFP (50%),
MH CYF State 2011 PSR-EPSDT, MH CYF County
Local Match, MH CYF County GF

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through use of translation services provided by the Department of Public Health.

The Bayview Integrated Behavioral Health Service participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians. Priority referrals include Foster Care Mental Health, Child Protective Services (CPS), and Child Crisis.

D. Discharge Planning and exit criteria and process

The exit criteria for BVHPF IBHS are based upon attainment of the goals and desired outcomes outlined in the treatment plan of care. Staff will continually track client progress and will use a step down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkages to desired resources such as case management, ongoing educational support and/or vocational training so that clients have a network of continuous resources.

E. Program staffing

The BVHPF IBHS is staffed with licensed and license-eligible marriage and family therapists, social workers, psychologists and licensed board certified psychiatrists. All staff are dedicated to serving the community and are responsive to issues of ethnicity, culture, language and gender. Ongoing trainings and supervision are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHPF IBHS is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also working to re-start its practicum training program to bring more developing professionals into the community mental health field.

F. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance objectives FY 20-21.

G. Continuous Quality Improvement:

Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPF IBHS abides by the guidelines and mandates as

Program Name: Children Outpatient

Contract Term: 07/01/20 – 06/30/21

Funding Source: MH CYF Fed SDMC FFP (50%),
MH CYF State 2011 PSR-EPSDT, MH CYF County
Local Match, MH CYF County GF

described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

A. Achievement of contract performance objectives and productivity

The Bayview Integrated Behavioral Health Service follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Avatar reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If particular staff are found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

B. Quality of documentation

The BVHPF IBHS identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participate in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All new staff are subject to ongoing documentation review and co-signing by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to Medi-Cal standards. Once a staff member no longer requires a co-signer, their notes, assessments and treatment plans are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency.

Typically the adult services program also monitors documentation via a staff PURQC (Program Utilization Review Quality Committee) structure which meets weekly for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

Since the shelter in place on March 17, 2020, the official PURQC process has been paused. However, we have continued to have clinicians review their documentation as if PURQC were being conducted in the standard format to ensure that the practice is upheld and we are adhering to prescribed standards for service allotment.

C. Cultural Competency

The Bayview Hunters Point Foundation recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally-relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and

Program Name: Children Outpatient

Contract Term: 07/01/20 – 06/30/21

Funding Source: MHCYF Fed SDMC FFP (50%),
MHCYF State 2011 PSR-EPSDT, MHCYF County
Local Match, MHCYF County GF

needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and other on-site trainings. Guest presenters in particular will be included in on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

D. Client Satisfaction

The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff, and clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

E. Timely completion and use of outcome data

The Bayview Integrated Behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including CANS and PSC-35 data. All required resource documents are completed within the timelines designated by CBHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year, and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

H. Required Language: N/A

I. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY): N/A

Contractor Name : Bayview Hunter Point Foundation for Community Improvement (Fiscal Intermediary)

Appendix A- 4

Program Name: Dimensions LGBT Outpatient

Contract Term: 07/01/20 – 06/30/2021

Funding Source: MH WO CYF Dimensions Clinic, MH CYF County GF WO CODB

1. Identifiers:

Program Name: Dimensions LGBT Outpatient
Program Director: Carol Taniguchi
Program Address: 995 Potrero Avenue (1st floor - Ward 81)
City, State, ZIP: San Francisco CA 94112
Telephone: (628) 217-6911
Website Address: <https://dimensionsclinicsf.com>

Contractor: Bayview Hunters Point Foundation - Fiscal Intermediary
Contractors Address: 150 Executive Park, Suite 2800,
City, State, ZIP: San Francisco, CA 94134
Telephone: (415) 468-5100
Executive Director: Susan Watson
Website Address: <https://bayviewci.org/>

Program Coordinator: Owen Morse
Telephone: (415) 425-1790
Email Address: owen.morse@sfdph.org

Program Code(s): NA

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement

As a Fiscal Intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide one full-time therapist to support a portion of the Behavioral Health activities of the Dimensions Clinic. The Dimensions Clinic provides primary care and behavioral health services (mental health and substance use counseling). The goal of the provided staff is to provide short-term group and individual behavioral health counseling to youth, ages 12-25 who identify as lesbian, gay, bisexual, transgender and/or queer (LGBTQ) as well as providing pre-surgical assessments for gender affirming surgeries.

4. Primary Population:

Transitional aged youth (TAY) ages 16-24, and other youth aged twelve to twenty-five who identify as lesbian, bisexual, transgender, and/or queer (LGBTQ). While the Bayview Hunters Point Foundation/Dimensions welcomes and serves all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of young people who identify as lesbian, gay, bisexual, transgender and/or queer.

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

Contractor Name : Bayview Hunter Point Foundation
for Community Improvement (Fiscal Intermediary)

Appendix A- 4

Program Name: Dimensions LGBT Outpatient

Contract Term: 07/01/20 – 06/30/2021

Funding Source: MH WO CYF Dimensions Clinic, MH CYF
County GF WO CODB

As a fiscal intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide all human resources related services for the staff therapist. Bayview Hunters Point Foundation for Community Improvement shall work with DPH Community Health Programs for Youth (CHPY) to ensure that fiscal reporting and payments related to the staff are accurate.

The Dimensions Clinic provides comprehensive care, including primary care, sexual health, HIV prevention and education, case management, short-term behavioral health services, and referrals and linkages to other youth services, in the Castro-Mission Health Center as well as greater San Francisco community. The Dimensions Clinic is primarily staffed by the Department of Public Health (DPH). Bayview Hunters Point Foundation for Community Improvement provides two staff to support a portion of Dimensions' behavioral health programming by conducting groups, bio-psycho-social assessments, short-term individual counseling and resource linkage with Dimension clients.

6. Methodology:

Bayview Hunters Point Foundation for Community Improvement staff shall provide short-term behavioral health counseling in appropriate settings in order to engage Dimensions' clients, help them learn coping mechanisms and self-sufficiency, and connect them to other community services. Services take place at the following sites: Castro Mission Health Center/ Dimensions and Lavender Youth and Recreation Center (LYRIC).

7. Outcome Objectives and Measurements

Bayview Hunters Point Foundation for Community Improvement staff shall provide groups and individual short-term counseling to over 40 youth in FY 2020-21.

35 or more of the clients seen by Foundation Staff for individual counseling will return for 3 or more encounters.

20 or more of the Foundation Staff's group and individual short-term counseling clients will be referred to Dimensions Medical services.

Outcome and process data will be collected by Foundation staff as behavioral health counseling is conducted and will be tracked using Epic, the San Francisco Department of Public Health electronic health record. Tracking will include all encounters recorded to record utilization, psycho-metric tools typically found in primary care settings to display improvements (i.e. Patient Health Questionnaire 9, PHQ-9 and Car, Relax, Alone, Forget, Friends, Trouble- CRAFFT). The data shall be compiled 45 days after the close of each fiscal year by CHPY staff.

8. Continuous Quality Improvement

Bayview Hunters Point Foundation for Community Improvement shall meet with CHPY Clinical Lead to develop Quality Improvement plans, as needed, related to the outreach and engagement portion of the Dimensions Clinic.

9. Required Language:

N/A

Contractor Name : Bayview Hunter Point Foundation
for Community Improvement (Fiscal Intermediary)

Appendix A- 4

Program Name: Dimensions LGBT Outpatient

Contract Term: 07/01/20 – 06/30/2021

Funding Source: MH WO CYF Dimensions Clinic, MH CYF
County GF WO CODB

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

N/A

| | |
|--|---|
| Contractor Name: Bayview Hunters Point Foundation for Community Improvement | Appendix A-5 |
| Program Name: Jelani Family Residential Step-Down Program | Contract Term: 07/01/2020—06/30/2021 |
| | Funding Source: SUD Fes SABG Discretionary, CFDA 93.959, SUD County GF (MCO) |

1. Identifiers:

Program Name: Jelani Family Residential Step-Down Program
Program Address: 1638 Kirkwood Street, San Francisco, CA 94124
Telephone: (415) 814-3254
Website Address: www.bayviewci.org

Contractors Address: 150 Executive Park, Suite 2800, CA 94134
Interim Executive Director: Susan Watson
Telephone: (415) 468-5100
Susan.Watson@bayviewci.org

Program Director: Pamela Gilmore
Telephone: (415) 814-3254
pamela.gilmore@jelanthouse.org

Program Code(s): 38502 / 38505

2. Nature of Document:

Original Contract Amendment Request for Program Budget (RPB)

3. Goal Statement:

To provide a long-term safe living space place that is supportive of recovery for residents after completing an inpatient treatment program.

4. Priority Population:

Adults San Francisco residents recovering from substance use, who have completed an inpatient clinical treatment program and require temporary housing (up to 24 months), which may include children and family members if reunification is central to transition and legally permissible for the resident. While the Bayview Hunters Point Foundation JFRSD Program welcomes and serves all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of men, women and families in the African American and Latinx communities residing in District 10 (Southeast Sector of San Francisco - Bayview Hunters Point, Sunnyside, Potrero Hill) At-risk populations are prioritized within all groups.

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| Contractor Name: Bayview Hunters Point Foundation for Community Improvement | Appendix A-5 |
| Program Name: Jelani Family Residential Step-Down Program | Contract Term: 07/01/2020—06/30/2021 |
| | Funding Source: SUD Fes SABG Discretionary, CFDA 93.959, SUD County GF (MCO) |

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

See Appendix B CRDC page

6. Methodology:

Jelani Family Residential Step-Down is supportive of recovery for clients who are transitioning from a more restrictive residential treatment to a less restrictive, longer term residential facility in the community. JFRSD provides a temporary, drug and alcohol free environment to residents that are actively engaged in outpatient treatment for medically necessary SUD provided to the client off-site.

The JFRSD services are available to beneficiaries who are stepping down from inpatient/residential substance use disorder treatment. Clients must be concurrently in treatment, specifically in outpatient (OP), intensive outpatient (IOP), Opioid Treatment Program (OTP), or Outpatient (aka: Ambulatory) Withdrawal Management (OP-WM) settings.

JFRSD is A sub-acute, short-termed, residential facility that provides support and access to outpatient treatment in a 24 hour staffed, open home-like environment. The program is not clinical in nature and as such care management and 24/7 monitoring are the primary direct services. Jelani Family will provide assistance in building life skills (e.g. resume and scheduling assistance, time management practices) and will also maintain a calendar of external service opportunities available to residents.

Jelani Family JFRSD Program will focus on providing housing to those who match the outlined criteria. The program offers storage for food and personal items but does not provide these and other basic necessities except upon admittance into the program.

The main function of the care management services is to facilitate connections to outside providers. Each client is responsible for making and maintaining these service relationships on their way toward complete independence. When appropriate, the care manager may make the residential facility available to external programs.

Indirect services include outpatient services but shall not be limited to Clinical treatment

- Support groups
- Employment counseling
- Family counseling
- Financial assistance
- Transportation
- Education

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|--|---|
| Contractor Name: Bayview Hunters Point Foundation for Community Improvement | Appendix A-5 |
| Program Name: Jelani Family Residential Step-Down Program | Contract Term: 07/01/2020—06/30/2021 |
| | Funding Source: SUD Fes SABG Discretionary, CFDA 93.959, SUD County GF (MCO) |

7. Objectives and Measurements:

All objectives and descriptions of how objectives will be measured, are contained in the BHS document entitled “Behavioral Health Services - Adult and Older Adult Performance Objectives – FY20-2021”

a. Individualized Objectives

None

8. Continuous Quality Improvement (CQI):

The Bayview Hunters Point Jelani Family Program CQI activities are designed to enhance, improve and monitor quality of services.

A. The Program will identify areas of improvement through chart reviews and case conferences which are conducted on a quarterly basis. Avatar reports will be reviewed and reconciled on a monthly basis by the Intake & Billing Staff. Participants in the case conference meetings include the Program Director, Care Manager and Monitors. The care manager and monitors receives monthly supervision from the Program Director where they are advised on client status as to meeting their stated goals of obtaining permanent housing and the means to establish financial stability and remain clean and sober.

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

B. Our Program monitors documentation quality by reviewing case files through periodic reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Behavior Health Services (BHS). To ensure compliance with documentation monthly chart reviews are conducted by Medical Records Staff and Care Manager, then discussed with the Program Director for follow-up issues.

All staff participates in annual documentation trainings provided internally and by Behavioral Health Services.

Mandatory staff meetings are also held on a quarterly basis as a venue where staff can discuss administrative and program issues.

C. All program staff participates in an annual Cultural Competency/Law, Ethics and Boundaries Training- geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored

| | |
|--|---|
| Contractor Name: Bayview Hunters Point Foundation for Community Improvement | Appendix A-5 |
| Program Name: Jelani Family Residential Step-Down Program | Contract Term: 07/01/2020—06/30/2021 |
| | Funding Source: SUD Fes SABG Discretionary, CFDA 93.959, SUD County GF (MCO) |

by Department of Public Health (DPH) and Behavior Health Services (BHS). A list of other staff trainings includes Code of Conduct, Documentation Review and Corporate Compliance.

D. The agency values client opinions and suggestions for program improvements. Residents will be provided an opportunity to express their views through annual Focus Groups and Client Satisfaction Surveys administered on an annual basis. Client's suggestions from Focus Groups will be documented and then discussed with the multi-disciplinary staff. Changes that improve the efficacy, quality or outcomes of program services will be prioritized for implementation. Results of the focus groups will be posted throughout the facility which encourages clients to give additional feedback.

9. Required Language:

NA

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

NA

Appendix B Calculation of Charges

1. Method of Payment

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

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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

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

2. Program Budgets and Final Invoice

A. Program Budget are listed below and are attached hereto.

- B-1: Adult Behavioral Health
- B-2: School-Based Centers (Balboa)
- B-3: Children Outpatient
- B-4: Dimensions LGBT Outpatient
- B-5: Jelani Family Program

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Eight Hundred Thousand and One Hundred Thirteen Dollars (\$9,800,113)** for the period of July 1, 2018 through March 31, 2022.

CONTRACTOR understands that, of this maximum dollar obligation, \$256,498 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

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

| | |
|-------------------------------------|--------------------|
| July 1, 2018 through June 30, 2019 | \$2,466,555 |
| July 1, 2019 through June 30, 2020 | \$2,032,533 |
| July 1, 2020 through June 30, 2021 | \$2,829,402 |
| July 1, 2021 through March 31, 2022 | \$2,137,487 |
| 20-21 MCO One Time Funding (DV) | \$3,287 |
| 20-21 COBD One Time Funding (DV) | \$74,351 |
| | \$9,543,615 |
| contingency | \$256,498 |
| | \$9,800,113 |

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

C. CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

D. 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.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

F. 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.

G. 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.

H. To provide for continuity of services while a new agreement was developed, the Department of Public Health established a contract with Bayview Hunters Point Foundation, FSP 1000008154 for the same services and for a contract term which partially overlaps with the term of this new agreement. The existing contract shall be superseded by this new agreement, effective the first day of the month following the date upon which the Controller's Office certifies as to the availability of funds for this new agreement.

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

| | | | |
|---|--------------------------------|------------------------------------|-------------------|
| DHCS Legal Entity Number 00341 | | Appendix Number B-5 | |
| Provider Name Bayview Hunters Point Foundation | | Page Number 18 | |
| Provider Number 389036 | | Fiscal Year 2020-2021 | |
| Contract ID Number 1000011308 | | Funding Notification Date 01/25/21 | |
| Program Name | Jelani Family Program | | |
| Program Code | 3816SD | | |
| Mode/SFC (MH) or Modality (SUD) | Res-59 | | |
| Service Description | ODS Recovery Residences | | |
| Funding Term (mm/dd/yy-mm/dd/yy): | 07/01/20-06/30/21 | | |
| FUNDING USES | | | TOTAL |
| Salaries & Employee Benefits | \$ 429,390 | | \$ 429,390 |
| Operating Expenses | \$ 87,113 | | \$ 87,113 |
| Subtotal Direct Expenses | \$ 516,503 | \$ - | \$ 516,503 |
| Indirect Expenses | \$ 77,423 | | \$ 77,423 |
| Indirect % | 15.0% | 0.0% | 0.0% |
| TOTAL FUNDING USES | \$ 593,926 | \$ - | \$ 593,926 |
| BHS SUD FUNDING SOURCES | Dept-Auth-Proj-Activity | | |
| SUD Fed SABG Discretionary, CFDA 93.959 | 240646-10000-10001681-0003 | \$ 593,926 | \$ 593,926 |
| | | | \$ - |
| | | | \$ - |
| This row left blank for funding sources not in drop-down list | | | |
| TOTAL BHS SUD FUNDING SOURCES | \$ 593,926 | \$ - | \$ 593,926 |
| TOTAL DPH FUNDING SOURCES | \$ 593,926 | \$ - | \$ 593,926 |
| NON-DPH FUNDING SOURCES | | | \$ - |
| This row left blank for funding sources not in drop-down list | | | |
| TOTAL NON-DPH FUNDING SOURCES | \$ - | \$ - | \$ - |
| TOTAL FUNDING SOURCES (DPH AND NON-DPH) | 593,926 | - | 593,926 |
| BHS UNITS OF SERVICE AND UNIT COST | | | |
| Number of Beds Purchased | 15 | | |
| SUD Only - Number of Outpatient Group Counseling Sessions | | | |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs | | | |
| Payment Method | Cost Reimbursement (CR) | | |
| DPH Units of Service | 4,928 | | |
| Unit Type | Bed Days | 0 | 0 |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | \$ 120.53 | \$ - | \$ - |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | \$ 120.53 | \$ - | \$ - |
| Published Rate (Medi-Cal Providers Only) | N/A | | Total UDC |
| Unduplicated Clients (UDC) | 15 | | 15 |

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

| DHCS Legal Entity Number 00341 | | | | | | | Appendix B, Page 1 |
|--|-------------------------|-------------------------------|---------------------|----------------------------|-----------------------|-------------|------------------------------------|
| Legal Entity Name/Contractor Name Bayview Hunters Point Foundation | | | | | | | Fiscal Year 2020-2021 |
| Contract ID Number 1000011308 | | | | | | | Funding Notification Date 01/25/21 |
| Appendix Number | B-1 | B-2 | B-3 | B-4 | B-5 | | FN#2 |
| Provider Number | 3851 | 3851 | 3851 | 3851 | 389036 | | |
| Program Name | Adult Behavioral Health | School-based Centers (Balboa) | Children Outpatient | Dimensions LGBT Outpatient | Jelani Family Program | | |
| Program Code | 38513 | N/A | 38516 & 38171 | N/A | 3816SD | | |
| Funding Term | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | | |
| FUNDING USES | | | | | | | TOTAL |
| Salaries | \$ 576,700 | \$ 131,582 | \$ 284,800 | \$ 60,320 | \$ 330,300 | | \$ 1,383,702 |
| Employee Benefits | \$ 161,475 | \$ 38,159 | \$ 79,743 | \$ 21,716 | \$ 99,090 | | \$ 400,183 |
| Subtotal Salaries & Employee Benefits | \$ 738,175 | \$ 169,741 | \$ 364,543 | \$ 82,036 | \$ 429,390 | \$ - | \$ 1,783,885 |
| Operating Expenses | \$ 330,811 | \$ 48,555 | \$ 190,035 | \$ 20,002 | \$ 87,113 | | \$ 676,516 |
| Subtotal Direct Expenses | \$ 1,068,986 | \$ 218,296 | \$ 554,578 | \$ 102,038 | \$ 516,503 | \$ - | \$ 2,460,401 |
| Indirect Expenses | \$ 160,346 | \$ 32,745 | \$ 83,181 | \$ 15,306 | \$ 77,423 | | \$ 369,001 |
| Indirect % | 15.0% | 15.0% | 15.0% | 15.0% | 15.0% | 0.0% | 15.0% |
| TOTAL FUNDING USES | \$ 1,229,332 | \$ 251,041 | \$ 637,759 | \$ 117,344 | \$ 593,926 | \$ - | \$ 2,829,402 |
| | | | | | | | Employee Benefits Rate 28.8% |
| BHS MENTAL HEALTH FUNDING SOURCES | | | | | | | |
| MH Adult Fed SDMC FFP (50%) | \$ 470,922 | | | | | | \$ 470,922 |
| MH Adult State 1991 MH Realignment | \$ 154,812 | | | | | | \$ 154,812 |
| MH Adult County General Fund | \$ 603,598 | | | | | | \$ 603,598 |
| MH MHA (PEI) | | \$ 251,041 | | | | | \$ 251,041 |
| MH CYF Fed SDMC FFP (50%) | | | \$ 272,761 | | | | \$ 272,761 |
| MH CYF State 2011 PSR-EPSDT | | | \$ 250,485 | | | | \$ 250,485 |
| MH CYF County Local Match | | | \$ 22,276 | | | | \$ 22,276 |
| MH CYF County General Fund | | | \$ 92,237 | | | | \$ 92,237 |
| MH WO DCYF Dimensions Clinic | | | | \$ 117,344 | | | \$ 117,344 |
| MH CYF County GF WO CODB | | | | | | | \$ - |
| MH Grant SAMHSA Adult SOC, CFDA 93.958 | | | | | | | \$ - |
| TOTAL BHS MENTAL HEALTH FUNDING SOURCES | \$ 1,229,332 | \$ 251,041 | \$ 637,759 | \$ 117,344 | \$ - | \$ - | \$ 2,235,476 |
| BHS SUD FUNDING SOURCES | | | | | | | |
| SUD Fed SABG Discretionary, CFDA 93.959 | | | | | \$ 593,926 | | \$ 593,926 |
| SUD County General Fund (MCO) | | | | | \$ - | | \$ - |
| TOTAL BHS SUD FUNDING SOURCES | \$ - | \$ - | \$ - | \$ - | \$ 593,926 | \$ - | \$ 593,926 |
| TOTAL DPH FUNDING SOURCES | \$ 1,229,332 | \$ 251,041 | \$ 637,759 | \$ 117,344 | \$ 593,926 | \$ - | \$ 2,829,402 |
| NON-DPH FUNDING SOURCES | | | | | | | |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| TOTAL NON-DPH FUNDING SOURCES | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL FUNDING SOURCES (DPH AND NON-DPH) | \$ 1,229,332 | \$ 251,041 | \$ 637,759 | \$ 117,344 | \$ 593,926 | \$ - | \$ 2,829,402 |
| Prepared By | | | | Phone Number | | | |

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

| | | | | | | | |
|---|----------------------------|--------------------------------|-------------------------|---------------------------|-------------------------|-------------------------|--------------------------|
| DHCS Legal Entity Number 00341 | | | | Appendix Number | | | B-1 |
| Provider Name Bayview Hunters Point Foundation | | | | Page Number | | | 2 |
| Provider Number 3851 | | | | Fiscal Year | | | 2020-2021 |
| Contract ID Number 1000011308 | | | | Funding Notification Date | | | 01/25/21 |
| Program Name | | Adult Behavioral Health | | | | | |
| Program Code | | 38513 | 38513 | 38513 | 38513 | 38513 | |
| Mode/SFC (MH) or Modality (SUD) | | 15/10-57, 59 | 15/60-69 | 15/70-79 | 15/01-09 | 45/20-29 | |
| Service Description | | OP-MH Svcs | OP-Medication Support | OP-Crisis Intervention | OP-Case Mgt Brokerage | OS-Cmnty Client Svcs | |
| Funding Term (mm/dd/yy-mm/dd/yy): | | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 |
| FUNDING USES | | | | | | | TOTAL |
| Salaries & Employee Benefits | | \$ 528,126 | \$ 133,991 | \$ 1,569 | \$ 33,310 | \$ 41,180 | \$ - \$ 738,175 |
| Operating Expenses | | \$ 236,678 | \$ 60,048 | \$ 703 | \$ 14,928 | \$ 18,454 | \$ - \$ 330,811 |
| Subtotal Direct Expenses | | \$ 764,804 | \$ 194,039 | \$ 2,272 | \$ 48,237 | \$ 59,634 | \$ - \$ 1,068,986 |
| Indirect Expenses | | \$ 114,719 | \$ 29,105 | \$ 341 | \$ 7,236 | \$ 8,945 | \$ - \$ 160,346 |
| Indirect % | | 15.0% | 15.0% | 15.0% | 15.0% | 15.0% | 0.0% 15.0% |
| TOTAL FUNDING USES | | \$ 879,523 | \$ 223,144 | \$ 2,613 | \$ 55,473 | \$ 68,579 | \$ - \$ 1,229,332 |
| BHS MENTAL HEALTH FUNDING SOURCE | | Dept-Auth-Proj-Activity | | | | | |
| MH Adult Fed SDMC FFP (50%) | 251984-10000-10001792-0001 | \$ 363,191 | \$ 85,480 | \$ 1,001 | \$ 21,250 | \$ - | \$ - \$ 470,922 |
| MH Adult State 1991 MH Realignment | 251984-10000-10001792-0001 | \$ 110,760 | \$ 28,101 | \$ 329 | \$ 6,986 | \$ 8,636 | \$ - \$ 154,812 |
| MH Adult County General Fund | 251984-10000-10001792-0001 | \$ 405,572 | \$ 109,563 | \$ 1,283 | \$ 27,237 | \$ 59,943 | \$ - \$ 603,598 |
| This row left blank for funding sources not in drop-down list | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - \$ - |
| TOTAL BHS MENTAL HEALTH FUNDING SOURCES | | \$ 879,523 | \$ 223,144 | \$ 2,613 | \$ 55,473 | \$ 68,579 | \$ - \$ 1,229,332 |
| TOTAL DPH FUNDING SOURCES | | \$ 879,523 | \$ 223,144 | \$ 2,613 | \$ 55,473 | \$ 68,579 | \$ - \$ 1,229,332 |
| TOTAL FUNDING SOURCES (DPH AND NON-DPH) | | 879,523 | 223,144 | 2,613 | 55,473 | 68,579 | - 1,229,332 |
| BHS UNITS OF SERVICE AND UNIT COST | | | | | | | |
| Payment Method | | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) |
| DPH Units of Service | | 182,071 | 32,798 | 390 | 14,501 | 370 | 12 |
| Unit Type | | Staff Minute | Staff Minute | Staff Minute | Staff Minute | Staff Hour | 0 |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | \$ 4.83 | \$ 6.80 | \$ 6.70 | \$ 3.83 | \$ 185.35 | \$ - |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | \$ 4.83 | \$ 6.80 | \$ 6.70 | \$ 3.83 | \$ 185.35 | \$ - |
| Published Rate (Medi-Cal Providers Only) | | \$ 4.90 | \$ 7.00 | \$ 6.80 | \$ 3.90 | \$ 188.00 | \$ - |
| Unduplicated Clients (UDC) | | 275 | Included | Included | Included | Included | Included |
| | | | | | | | Total UDC |
| | | | | | | | 275 |

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
 Program Name Adult Behavioral Health
 Program Code 38513

Appendix Number B-1
 Page Number 3
 Fiscal Year 2020-2021
 Funding Notification Date 01/25/21

| | TOTAL | | 251984-10000-10001792-0001 | | 251984-10001-10034030-0001 | | Dept-Auth-Proj-Activity | |
|--------------------------------------|-------------------|-------------------|----------------------------|-------------------|----------------------------|-------------|-------------------------|-------------|
| Funding Term | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | (mm/dd/yy-mm/dd/yy): | |
| Position Title | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries |
| Clinical Program Director | 0.75 | \$ 76,500 | 0.75 | 76,500 | | | | |
| Clinical Supervisor | 0.84 | \$ 77,200 | 0.84 | 77,200 | | | | |
| Admin Practice Mgr | 0.70 | \$ 38,500 | 0.7 | 38,500 | | | | |
| Therapist | 4.00 | \$ 285,000 | 4.00 | 285,000 | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Director of Compliance | 0.10 | \$ 7,000 | 0.10 | 7,000 | | | | |
| Psychiatrist | 0.40 | \$ 86,000 | 0.40 | 86,000 | | | | |
| Executive Director | 0.05 | \$ 6,500 | 0.05 | 6,500 | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Totals: | 6.84 | \$ 576,700 | 6.84 | \$ 576,700 | 0.00 | \$ - | 0.00 | \$ - |
| Employee Benefits: | 28% | \$ 161,475 | 28% | \$ 161,475 | 0.00% | | 0.00% | |
| TOTAL SALARIES & BENEFITS | | \$ 738,175 | | \$ 738,175 | | \$ - | | \$ - |

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308
 Program Name Adult Behavioral Health
 Program Code 38513

Appendix Number B-1
 Page Number 4
 Fiscal Year 2020-2021
 Funding Notification Date 01/25/21

| Expense Categories & Line Items | TOTAL | 251984-10000-10001792-0001 | 251984-10001-10034030-0001 | Dept-Auth-Proj-Activity |
|---|-------------------|----------------------------|----------------------------|-------------------------|
| Funding Term | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | (mm/dd/yy-mm/dd/yy): |
| Rent | \$ 89,775 | 89,775 | | |
| Utilities (telephone, electricity, water, gas) | \$ 27,000 | 27,000 | | |
| Building Repair/Maintenance | \$ 14,000 | \$ 14,000 | | |
| Occupancy Total: | \$ 130,775 | \$ 130,775 | \$ - | \$ - |
| Office Supplies | \$ 6,741 | \$ 6,741 | | |
| Photocopying | \$ - | \$ - | | |
| Program Supplies | \$ 5,103 | \$ 5,103 | | |
| Computer Hardware/Software | \$ 5,200 | \$ 5,200 | | |
| Materials & Supplies Total: | \$ 17,044 | \$ 17,044 | \$ - | \$ - |
| Training/Staff Development | \$ 2,650 | \$ 2,650 | | |
| Insurance | \$ 16,000 | \$ 16,000 | | |
| Professional License | \$ 1,500 | \$ 1,500 | | |
| Permits | \$ 758 | \$ 758 | | |
| Equipment Lease & Maintenance | \$ 4,500 | \$ 4,500 | | |
| General Operating Total: | \$ 25,408 | \$ 25,408 | \$ - | \$ - |
| Local Travel | \$ 2,000 | \$ 2,000 | | |
| Out-of-Town Travel | \$ - | | | |
| Field Expenses | \$ - | | | |
| Staff Travel Total: | \$ 2,000 | \$ 2,000 | \$ - | \$ - |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | | | | |
| Registry of Physician Specialists (7/1/2020-6/30/2021). To provide psychiatry services to plan & supervise treatment. \$187.00/ hour x approx. 832 hours. | \$ 155,584 | \$ 155,584 | | |
| | \$ - | | | |
| Consultant/Subcontractor Total: | \$ 155,584 | \$ 155,584 | \$ - | \$ - |
| TOTAL OPERATING EXPENSE | \$ 330,811 | \$ 330,811 | \$ - | \$ - |

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

DHCS Legal Entity Number 00341

Appendix Number

B-2

Provider Name Bayview Hunters Point Foundation

Page Number

6

Provider Number 3851

Fiscal Year

2020-2021

Contract ID Number 1000011308

Funding Notification Date

12/24/20

| Program Name | | School-based Centers (Balboa) | | | | | | | |
|---|--------------------------------|-------------------------------|-----------------------|----------------|----------------|-------------|------------------|----------------|----------------|
| Program Code | | N/A | N/A | | | | | | |
| Mode/SFC (MH) or Modality (SUD) | | 45/10-19 | 45/20-29 | | | | | | |
| Service Description | | OS-MH Promotion | OS-Cmnty Client Svcs | | | | | | |
| Funding Term (mm/dd/yy-mm/dd/yy): | | 07/01/20-06/30/21 | 07/01/20-06/30/21 | | | | | | |
| FUNDING USES | | | | TOTAL | | | | | |
| Salaries & Employee Benefits | \$ | 71,291 | \$ | 98,450 | \$ | 169,741 | | | |
| Operating Expenses | \$ | 20,393 | \$ | 28,162 | \$ | 48,555 | | | |
| Subtotal Direct Expenses | \$ | 91,684 | \$ | 126,612 | \$ | - | \$ | 218,296 | |
| Indirect Expenses | \$ | 13,753 | \$ | 18,992 | \$ | 32,745 | | | |
| Indirect % | | 15.0% | | 15.0% | | 0.0% | | 15.0% | |
| TOTAL FUNDING USES | \$ | 105,437 | \$ | 145,604 | \$ | - | \$ | 251,041 | |
| BHS MENTAL HEALTH FUNDING SOURCES | Dept-Auth-Proj-Activity | | | | | | | | |
| MH MSA (PEI) | 251984-17156-10031199-0035 | \$ | 105,437 | \$ | 145,604 | \$ | 251,041 | | |
| This row left blank for funding sources not in drop-down list | | | | | | \$ | - | | |
| TOTAL BHS MENTAL HEALTH FUNDING SOURCES | | \$ | 105,437 | \$ | 145,604 | \$ | - | \$ | 251,041 |
| TOTAL DPH FUNDING SOURCES | | \$ | 105,437 | \$ | 145,604 | \$ | - | \$ | 251,041 |
| TOTAL FUNDING SOURCES (DPH AND NON-DPH) | | 105,437 | 145,604 | - | 251,041 | | | | |
| BHS UNITS OF SERVICE AND UNIT COST | | | | | | | | | |
| Payment Method | | Fee-For-Service (FFS) | Fee-For-Service (FFS) | | | | | | |
| DPH Units of Service | | 375 | 520 | | | | | | |
| Unit Type | | Staff Hour | Staff Hour | 0 | | | | | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | \$ | 281.17 | \$ | 280.01 | \$ | - | | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | \$ | 281.17 | \$ | 280.01 | \$ | - | | |
| Published Rate (Medi-Cal Providers Only) | | N/A | N/A | | | | Total UDC | | |
| Unduplicated Clients (UDC) | | 600 | Included | | | | 600 | | |

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
 Program Name School-based Centers (Balboa)
 Program Code N/A

Appendix Number B-2
 Page Number 7
 Fiscal Year 2020-2021
 Funding Notification Date 01/25/21

| | TOTAL | | 251984-17156-10031199-0035 | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | |
|---------------------------------------|-------------------|-------------------|----------------------------|-------------------|-------------------------|-------------|-------------------------|-------------|
| Funding Term | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | |
| Position Title | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries |
| Behavioral Health Program Coordinator | 0.88 | \$ 75,915 | 0.88 | \$ 75,915 | | | | |
| Therapist | 0.83 | \$ 50,067 | 0.83 | \$ 50,067 | | | | |
| Compliance Officer | 0.10 | \$ 5,600 | 0.10 | \$ 5,600 | | | | |
| | 0.00 | \$ - | | | | | | |
| | 0.00 | \$ - | | | | | | |
| | 0.00 | \$ - | | | | | | |
| | 0.00 | \$ - | | | | | | |
| | 0.00 | \$ - | | | | | | |
| | 0.00 | \$ - | | | | | | |
| Totals: | 1.81 | \$ 131,582 | 1.81 | \$ 131,582 | 0.00 | \$ - | 0.00 | \$ - |
| Employee Benefits: | 29.00% | \$ 38,159 | 29.00% | \$ 38,159 | 0.00% | | 0.00% | |
| TOTAL SALARIES & BENEFITS | | \$ 169,741 | | \$ 169,741 | | \$ - | | \$ - |

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308
 Program Name School-based Centers (Balboa)
 Program Code N/A

Appendix Number B-2
 Page Number 8
 Fiscal Year 2020-2021
 Funding Notification Date 01/25/21

| Expense Categories & Line Items | TOTAL | 251984-17156-10031199-0035 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|-------------------|----------------------------|-------------------------|-------------------------|
| Funding Term | 07/01/20-06/30/21 | 07/01/20-06/30/21 | (mm/dd/yy-mm/dd/yy) | (mm/dd/yy-mm/dd/yy) |
| Rent | \$ - | | | |
| Utilities (telephone, electricity, water, gas) | \$ - | | | |
| Building Repair/Maintenance | \$ - | | | |
| Occupancy Total: | \$ - | \$ - | \$ - | \$ - |
| Office Supplies | \$ - | | | |
| Photocopying | \$ - | | | |
| Program Supplies | \$ 41,555 | \$ 41,555 | | |
| Computer Hardware/Software | \$ - | | | |
| Materials & Supplies Total: | \$ 41,555 | \$ 41,555 | \$ - | \$ - |
| Training/Staff Development | \$ - | | | |
| Insurance | \$ 7,000 | \$ 7,000 | | |
| Professional License | \$ - | | | |
| Permits | \$ - | | | |
| Equipment Lease & Maintenance | \$ - | | | |
| General Operating Total: | \$ 7,000 | \$ 7,000 | \$ - | \$ - |
| Local Travel | \$ - | | | |
| Out-of-Town Travel | \$ - | | | |
| Field Expenses | \$ - | | | |
| Staff Travel Total: | \$ - | \$ - | \$ - | \$ - |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ - | | | |
| | \$ - | | | |
| Consultant/Subcontractor Total: | \$ - | \$ - | \$ - | \$ - |
| Other (provide detail): | \$ - | | | |
| | \$ - | | | |
| | \$ - | | | |
| Other Total: | \$ - | \$ - | \$ - | \$ - |
| TOTAL OPERATING EXPENSE | \$ 48,555 | \$ 48,555 | \$ - | \$ - |

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

| | | | | | | | |
|---|----------------------------|--------------------------------|-------------------------|-------------------------|-------------------------|---------------------------|-----------|
| DHCS Legal Entity Number 00341 | | | | | | Appendix Number | B-3 |
| Provider Name Bayview Hunters Point Foundation | | | | | | Page Number | 10 |
| Provider Number 3851 | | | | | | Fiscal Year | 2020-2021 |
| Contract ID Number 1000011308 | | | | | | Funding Notification Date | 01/25/21 |
| Program Name | | Children Outpatient | | | | | |
| Program Code | | 38516 & 38171 | 38516 & 38171 | 38516 & 38171 | 38516 & 38171 | | |
| Mode/SFC (MH) or Modality (SUD) | | 15/10-57, 59 | 15/70-79 | 15/01-09 | 45/20-29 | | |
| Service Description | | OP-MH Svcs | OP-Crisis Intervention | OP-Case Mgt Brokerage | OS-Cmmty Client Svcs | | |
| Funding Term (mm/dd/yy-mm/dd/yy): | | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | | |
| FUNDING USES | | | | | | TOTAL | |
| Salaries & Employee Benefits | | \$ 328,436 | \$ 474 | \$ 13,606 | \$ 22,027 | \$ 364,543 | |
| Operating Expenses | | \$ 171,213 | \$ 247 | \$ 7,093 | \$ 11,482 | \$ 190,035 | |
| Subtotal Direct Expenses | | \$ 499,649 | \$ 722 | \$ 20,698 | \$ 33,509 | \$ 554,578 | |
| Indirect Expenses | | \$ 74,946 | \$ 108 | \$ 3,103 | \$ 5,024 | \$ 83,181 | |
| Indirect % | | 15.0% | 15.0% | 15.0% | 15.0% | 15.0% | |
| TOTAL FUNDING USES | | \$ 574,595 | \$ 830 | \$ 23,801 | \$ 38,533 | \$ 637,759 | |
| BHS MENTAL HEALTH FUNDING SOURCES | | Dept-Auth-Proj-Activity | | | | | |
| MH CYF Fed SDMC FFP (50%) | 251962-10000-10001670-0001 | \$ 261,550 | \$ 378 | \$ 10,834 | | \$ 272,762 | |
| MH CYF State 2011 PSR-EPSDT | 251962-10000-10001670-0001 | \$ 240,189 | \$ 347 | \$ 9,949 | | \$ 250,485 | |
| MH CYF County Local Match | 251962-10000-10001670-0001 | \$ 14,172 | \$ 20 | \$ 587 | \$ 7,496 | \$ 22,275 | |
| MH CYF County General Fund | 251962-10000-10001670-0001 | \$ 58,684 | \$ 85 | \$ 2,431 | \$ 31,037 | \$ 92,237 | |
| This row left blank for funding sources not in drop-down list | | | | | | \$ - | |
| TOTAL BHS MENTAL HEALTH FUNDING SOURCES | | \$ 574,595 | \$ 830 | \$ 23,801 | \$ 38,533 | \$ 637,759 | |
| TOTAL DPH FUNDING SOURCES | | \$ 574,595 | \$ 830 | \$ 23,801 | \$ 38,533 | \$ 637,759 | |
| TOTAL FUNDING SOURCES (DPH AND NON-DPH) | | 574,595 | 830 | 23,801 | 38,533 | 637,759 | |
| BHS UNITS OF SERVICE AND UNIT COST | | | | | | | |
| Payment Method | | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | | |
| DPH Units of Service | | 95,444 | 150 | 6,700 | 210 | | |
| Unit Type | | Staff Minute | Staff Minute | Staff Minute | Staff Hour | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | \$ 6.02 | \$ 5.53 | \$ 3.55 | \$ 183.49 | \$ - | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | \$ 6.02 | \$ 5.53 | \$ 3.55 | \$ 183.49 | \$ - | |
| Published Rate (Medi-Cal Providers Only) | | \$ 5.00 | \$ 5.75 | \$ 3.75 | \$ 188.00 | | |
| Unduplicated Clients (UDC) | | 60 | Included | Included | Included | Total UDC 60 | |

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
 Program Name Children Outpatient
 Program Code 38516 & 38171

Appendix Number B-3
 Page Number 11
 Fiscal Year 2020-2021
 Funding Notification Date 01/25/21

| | TOTAL | | 251962-10000-10001670-0001 | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | |
|--------------------------------------|-------------------|-------------------|----------------------------|-------------------|-------------------------|-------------|-------------------------|-------------|
| Funding Term | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | |
| Position Title | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries |
| Clinical Program Director | 0.25 | \$ 25,500 | 0.25 | 25,500 | | | | |
| Clinical Supervisor | 0.16 | \$ 14,800 | 0.16 | 14,800 | | | | |
| Admin Practice Mgr | 0.30 | \$ 16,500 | 0.3 | 16,500 | | | | |
| Therapist | 2.00 | \$ 142,500 | 2 | 142,500 | | | | |
| Compliance Officer | 0.10 | \$ 7,000 | 0.1 | 7,000 | | | | |
| Executive Director | 0.05 | \$ 6,500 | 0.05 | 6,500 | | | | |
| ERMHS clinician | 1.00 | \$ 72,000 | 1.00 | \$ 72,000 | | | | |
| | 0.00 | \$ - | | | | | | |
| | 0.00 | \$ - | | \$ - | | | | |
| | 0.00 | \$ - | | | | | | |
| | 0.00 | \$ - | | | | | | |
| Totals: | 3.86 | \$ 284,800 | 3.86 | \$ 284,800 | 0.00 | \$ - | 0.00 | \$ - |
| Employee Benefits: | 28% | \$ 79,743 | 28% | \$ 79,743 | 0.00% | | 0.00% | |
| TOTAL SALARIES & BENEFITS | | \$ 364,543 | | \$ 364,543 | | \$ - | | \$ - |

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308
 Program Name Children Outpatient
 Program Code 38516 & 38171

Appendix Number B-3
 Page Number 12
 Fiscal Year 2020-2021
 Funding Notification Date 01/25/21

| Expense Categories & Line Items | TOTAL | 251962-10000-10001670-0001 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|-------------------|----------------------------|-------------------------|-------------------------|
| Funding Term | 07/01/20-06/30/21 | 07/01/20-06/30/21 | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): |
| Rent | \$ 89,775 | 89,775 | | |
| Utilities (telephone, electricity, water, gas) | \$ 34,000 | 34,000 | | |
| Building Repair/Maintenance | \$ 18,500 | 18,500 | | |
| Occupancy Total: | \$ 142,275 | \$ 142,275 | \$ - | \$ - |
| Office Supplies | \$ 6,500 | \$ 6,500 | | |
| Photocopying | \$ - | \$ - | | |
| Program Supplies | \$ 5,000 | \$ 5,000 | | |
| Computer Hardware/Software | \$ 10,323 | \$ 10,323 | | |
| Materials & Supplies Total: | \$ 21,823 | \$ 21,823 | \$ - | \$ - |
| Training/Staff Development | \$ 5,150 | \$ 5,150 | | |
| Insurance | \$ 10,858 | \$ 10,858 | | |
| Professional License | \$ 1,000 | \$ 1,000 | | |
| Permits | \$ 529 | \$ 529 | | |
| Equipment Lease & Maintenance | \$ 5,900 | \$ 5,900 | | |
| General Operating Total: | \$ 23,437 | \$ 23,437 | \$ - | \$ - |
| Local Travel | \$ 2,500 | \$ 2,500 | | |
| Out-of-Town Travel | \$ - | | | |
| Field Expenses | \$ - | | | |
| Staff Travel Total: | \$ 2,500 | \$ 2,500 | \$ - | \$ - |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ - | \$ - | | |
| | \$ - | | | |
| Consultant/Subcontractor Total: | \$ - | \$ - | \$ - | \$ - |
| Other (provide detail): | \$ - | | | |
| | \$ - | | | |
| | \$ - | | | |
| Other Total: | \$ - | \$ - | \$ - | \$ - |
| TOTAL OPERATING EXPENSE | \$ 190,035 | \$ 190,035 | \$ - | \$ - |

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

| | | | |
|---|--------------------------------|---|------------------|
| DHCS Legal Entity Number 00341 | | Appendix Number B-4 | |
| Provider Name Bayview Hunters Point Foundation | | Page Number 14 | |
| Provider Number 3851 | | Fiscal Year 2020-2021 | |
| Contract ID Number 1000011308 | | Funding Notification Date 01/25/21 | |
| Program Name | | Dimensions LGBT Outpatient | |
| Program Code | | N/A | |
| Mode/SFC (MH) or Modality (SUD) | | 00-20 | |
| Service Description | | Administration Support (i.e. check Writing, | |
| Funding Term (mm/dd/yy-mm/dd/yy): | | 07/01/20-06/30/21 | |
| FUNDING USES | | | TOTAL |
| Salaries & Employee Benefits | | \$ 82,036 | \$ 82,036 |
| Operating Expenses | | \$ 20,002 | \$ 20,002 |
| Capital Expenses | | | \$ - |
| Subtotal Direct Expenses | | \$ 102,038 | \$ - |
| Indirect Expenses | | \$ 15,306 | \$ 15,306 |
| Indirect % | | 15.0% | 0.0% |
| TOTAL FUNDING USES | | \$ 117,344 | \$ - |
| BHS MENTAL HEALTH FUNDING SOURCES | Dept-Auth-Proj-Activity | | |
| MH WO DCYF Dimensions Clinic | 251962-10002-10001799-0002 | \$ 117,344 | \$ 117,344 |
| MH CYF County GF WO CODB | 251962-10000-10001670-0001 | \$ - | \$ - |
| This row left blank for funding sources not in drop-down list | | | \$ - |
| TOTAL BHS MENTAL HEALTH FUNDING SOURCES | | \$ 117,344 | \$ - |
| TOTAL DPH FUNDING SOURCES | | \$ 117,344 | \$ - |
| TOTAL FUNDING SOURCES (DPH AND NON-DPH) | | 117,344 | - |
| BHS UNITS OF SERVICE AND UNIT COST | | | |
| Payment Method | | Cost Reimbursement (CR) | |
| DPH Units of Service | | 450 | |
| Unit Type | | fill-in appropriate | 0 |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | \$ 260.76 | \$ - |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | \$ 260.76 | \$ - |
| Published Rate (Medi-Cal Providers Only) | | N/A | Total UDC |
| Unduplicated Clients (UDC) | | 25 | 25 |

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
 Program Name Dimensions LGBT Outpatient
 Program Code N/A

Appendix Number B-4
 Page Number 15
 Fiscal Year 2020-2021
 Funding Notification Date 01/25/21

| | TOTAL | | 251962-10002-10001799-0002 | | 251962-10000-10001670-0001 | | Dept-Auth-Proj-Activity | |
|--------------------------------------|-------------------|------------------|----------------------------|------------------|----------------------------|-----------------|-------------------------|-------------|
| Funding Term | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | (mm/dd/yy-mm/dd/yy): | |
| Position Title | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries |
| Therapist 1 | 1.00 | \$ 60,320 | 0.96 | \$ 58,134 | 0.04 | \$ 2,186 | | |
| | 0.00 | \$ - | | | | | | |
| | 0.00 | \$ - | | | | | | |
| | 0.00 | \$ - | | | | | | |
| | 0.00 | \$ - | | | | | | |
| Totals: | 1.00 | \$ 60,320 | 0.96 | \$ 58,134 | 0.04 | \$ 2,186 | 0.00 | \$ - |
| Employee Benefits: | 36.0% | \$ 21,716 | 36.0% | \$ 20,929 | 36.00% | \$ 787 | 0.00% | |
| TOTAL SALARIES & BENEFITS | | \$ 82,036 | | \$ 79,063 | | \$ 2,973 | | \$ - |

Appendix B - DPH 4: Operating Expenses Detail

| | |
|--|---|
| Contract ID Number <u>1000011308</u> | Appendix Number <u>B-4</u> |
| Program Name <u>Dimensions LGBT Outpatient</u> | Page Number <u>16</u> |
| Program Code <u>N/A</u> | Fiscal Year <u>2020-2021</u> |
| | Funding Notification Date <u>01/25/21</u> |

| Expense Categories & Line Items | TOTAL | 251962-10002- 10001799-0002 | 251962-10000- 10001670-0001 | Dept-Auth-Proj- Activity |
|--|-------------------|--------------------------------|--------------------------------|-----------------------------|
| Funding Term | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | (mm/dd/yy-mm/dd/yy): |
| Rent | \$ - | | | |
| Utilities (telephone, electricity, water, gas) | \$ - | | | |
| Building Repair/Maintenance | \$ - | | | |
| Occupancy Total: | \$ - | \$ - | \$ - | \$ - |
| Office Supplies | \$ 500 | \$ 500 | | |
| Photocopying | \$ - | | | |
| Program Supplies | \$ 16,002 | \$ 16,002 | | |
| Computer Hardware/Software | \$ - | \$ - | | |
| Materials & Supplies Total: | \$ 16,502 | \$ 16,502 | \$ - | \$ - |
| Training/Staff Development | \$ - | | | |
| Insurance | \$ 3,500 | \$ 3,500 | | |
| Professional License | \$ - | | | |
| Permits | \$ - | | | |
| Equipment Lease & Maintenance | \$ - | | | |
| General Operating Total: | \$ 3,500 | \$ 3,500 | \$ - | \$ - |
| Local Travel | \$ - | | | |
| Out-of-Town Travel | \$ - | | | |
| Field Expenses | \$ - | | | |
| Staff Travel Total: | \$ - | \$ - | \$ - | \$ - |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ - | | | |
| | \$ - | | | |
| Consultant/Subcontractor Total: | \$ - | \$ - | \$ - | \$ - |
| Other (provide detail): | \$ - | | | |
| | \$ - | | | |
| | \$ - | | | |
| Other Total: | \$ - | \$ - | \$ - | \$ - |
| TOTAL OPERATING EXPENSE | \$ 20,002 | \$ 20,002 | \$ - | \$ - |

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
 Program Name Jelani Family Program
 Program Code 3816SD

Appendix Number B-5
 Page Number 19
 Fiscal Year 2020-2021
 Funding Notification Date 01/25/21

| | TOTAL | | 240646-10000-10001681-0003 | | | | 0 | |
|--------------------------------------|-------------------|-------------------|----------------------------|-------------------|-------------------|-------------|-------------------|-------------|
| Funding Term | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | |
| Position Title | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries |
| Program Director | 0.10 | \$ 10,500 | 0.10 | \$ 10,500 | | | | |
| Facility Coordinator | 0.30 | \$ 18,000 | 0.30 | \$ 18,000 | | | | |
| Case Manager | 0.00 | \$ - | 0.00 | | | | | |
| House Manager | 1.00 | \$ 55,000 | 1.00 | \$ 55,000 | | | | |
| Intake & Billing Clerk Specialist | 0.50 | \$ 24,000 | 0.50 | \$ 24,000 | | | | |
| Director of Compliance | 0.09 | \$ 6,300 | 0.09 | \$ 6,300 | | | | |
| Monitors | 5.00 | \$ 210,000 | 5.00 | \$ 210,000 | 0.00 | \$ - | | |
| Executive Director | 0.05 | \$ 6,500 | 0.05 | \$ 6,500.00 | | | | |
| Totals: | 7.04 | \$ 330,300 | 7.04 | \$ 330,300 | 0.00 | \$ - | 0.00 | \$ - |
| Employee Benefits: | 30% | \$ 99,090 | 30% | \$ 99,090 | 0% | \$ - | 0.00% | |
| TOTAL SALARIES & BENEFITS | | \$ 429,390 | | \$ 429,390 | | \$ - | | \$ - |

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308Program Name Jelani Family ProgramProgram Code 3816SDAppendix Number B-5Page Number 20Fiscal Year 2020-2021Funding Notification Date 01/25/21

| Expense Categories & Line Items | TOTAL | 240646-10000-10001681-0003 | 240646-10000-10001681-0003 | 0 |
|--|-------------------|----------------------------|----------------------------|-------------------|
| Funding Term | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 |
| Rent | \$ - | | | |
| Utilities (telephone, electricity, water, gas) | \$ 30,000 | \$ 30,000 | | |
| Building Repair/Maintenance | \$ 27,000 | \$ 27,000 | | |
| Occupancy Total: | \$ 57,000 | \$ 57,000 | \$ - | \$ - |
| Office Supplies | \$ 2,000 | \$ 2,000 | | |
| Photocopying | \$ 500 | \$ 500 | | |
| Program Supplies | \$ 905 | \$ 905 | | |
| Computer Hardware/Software | \$ 5,000 | \$ 5,000 | | |
| Materials & Supplies Total: | \$ 8,405 | \$ 8,405 | \$ - | \$ - |
| Training/Staff Development | \$ 491 | \$ 491 | | |
| Insurance | \$ 17,717 | \$ 17,717 | | |
| Professional License | \$ - | \$ - | | |
| Permits | \$ - | \$ - | | |
| Equipment Lease & Maintenance | \$ 3,000 | \$ 3,000 | | |
| General Operating Total: | \$ 21,208 | \$ 21,208 | \$ - | \$ - |
| Local Travel | \$ 500 | \$ 500 | | |
| Out-of-Town Travel | \$ - | \$ - | | |
| Field Expenses | \$ - | \$ - | | |
| Staff Travel Total: | \$ 500 | \$ 500 | \$ - | \$ - |
| TOTAL OPERATING EXPENSE | \$ 87,113 | \$ 87,113 | \$ - | \$ - |

Appendix B - DPH 6: Contract-Wide Indirect DetailContractor Name Bayview Hunters Point Foundation Page Number 22Contract ID Number 1000011308 Fiscal Year 2020-2021Funding Notification Date 1/25/21**1. SALARIES & EMPLOYEE BENEFITS**

| Position Title | FTE | Amount |
|------------------------|------|-----------|
| Executive Director | 0.39 | \$ 46,865 |
| Executive Assistant | 0.39 | \$ 23,995 |
| Senior Accountant | 0.39 | \$ 36,744 |
| AP/Payroll Accountant | 0.39 | \$ 23,551 |
| Staff Accountant | 0.39 | \$ 24,520 |
| Director of Compliance | 0.07 | \$ 21,915 |
| | | |
| | | |
| | | |

Subtotal: 2.02 \$ 177,590

Employee Benefits: 28.2% \$ 50,164

Total Salaries and Employee Benefits: \$ 227,754**2. OPERATING COSTS**

| Expenses (Use expense account name in the ledger.) | Amount |
|---|------------|
| Office Rent | \$ 45,380 |
| Supplies | \$ 24,420 |
| Accounting Supervision & Audit Preparation Assistance | \$ 29,231 |
| Audit Fees | \$ 27,986 |
| Insurance | \$ 14,230 |
| | |
| | |
| | |
| Total Operating Costs | \$ 141,247 |

Total Indirect Costs \$ **369,001**

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

Appendix F
PAGE A

Contract ID#
1000011308

Contractor: Bayview Hunters Point Foundation For Community Improvement

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104



Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

INVOICE NUMBER: M03 JL 20

Ct.Blanket No.: BPHM N/A

User Cd

Ct. PO No.: POHM TBD

Fund Source: MH Grant SAMHSA Adult SOC CFDA 93.958

Invoice Period: July 2020

Final Invoice: (Check if Yes)

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|-----------------------------------|-----|-----------------------|-----|-------------------|-----|------------|---------|------------------------|-----|------------|---------|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| B-1 Adul Behavioral Health PC# - 38513 | 251984-10001-10034030-0001 | | | | | | | | | | | |
| 45/ 20-29 OS-Cmmty Client Svcs | 12 | | | | - | - | 0% | #DIV/0! | 12 | - | 100% | #DIV/0! |
| | | | | | | | | | | | | |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | | EXPENSES THIS PERIOD | | EXPENSES TO DATE | | % OF BUDGET | | REMAINING BALANCE | |
|---|--------|----------|----------------------|---|------------------|---|-------------|----|-------------------|--|
| Total Salaries | \$ | - | \$ | - | \$ | - | 0.00% | \$ | - | |
| Fringe Benefits | \$ | - | \$ | - | \$ | - | 0.00% | \$ | - | |
| Total Personnel Expenses | \$ | - | \$ | - | \$ | - | 0.00% | \$ | - | |
| Operating Expenses: | | | | | | | | | | |
| Occupancy | \$ | 4,348.00 | \$ | - | \$ | - | 0.00% | \$ | 4,348.00 | |
| Materials and Supplies | \$ | - | \$ | - | \$ | - | 0.00% | \$ | - | |
| General Operating | \$ | - | \$ | - | \$ | - | 0.00% | \$ | - | |
| Staff Travel | \$ | - | \$ | - | \$ | - | 0.00% | \$ | - | |
| Consultant/ Subcontractor | \$ | - | \$ | - | \$ | - | 0.00% | \$ | - | |
| Other: | \$ | - | \$ | - | \$ | - | 0.00% | \$ | - | |
| | \$ | - | \$ | - | \$ | - | 0.00% | \$ | - | |
| Total Operating Expenses | \$ | 4,348.00 | \$ | - | \$ | - | 0.00% | \$ | 4,348.00 | |
| Capital Expenditures | \$ | - | \$ | - | \$ | - | 0.00% | \$ | - | |
| TOTAL DIRECT EXPENSES | \$ | 4,348.00 | \$ | - | \$ | - | 0.00% | \$ | 4,348.00 | |
| Indirect Expenses | \$ | 652.00 | \$ | - | \$ | - | 0.00% | \$ | 652.00 | |
| TOTAL EXPENSES | \$ | 5,000.00 | \$ | - | \$ | - | 0.00% | \$ | 5,000.00 | |
| Less: Initial Payment Recovery | | | | | | | | | | |
| Other Adjustments (DPH use only) | | | | | | | | | | |
| | | | | | | | | | | |
| REIMBURSEMENT | \$ | - | | | | | | | | |

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____
 Printed Name: _____
 Title: _____

Date: _____
 Phone: _____

Send to:
 Behavioral Health Services-Budget/ Invoice Analyst
 1380 Howard St., 4th Floor
 San Francisco, CA 94103
 Or email to:
 cbhsinvoices@sfdph.org

DPH Authorization for Payment

 Authorized Signatory

 Date

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

Appendix F
PAGE A

Contract ID#
1000011308

Contractor: Bayview Hunters Point Foundation For Community Improvement

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104



Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

| | |
|----------------------|--|
| INVOICE NUMBER: | M04 JL 20 |
| Ct.Blanket No.: BPHM | N/A |
| | User Cd |
| Ct. PO No.: POHM | TBD |
| Fund Source: | MH Adult Fed/ State/ Local Match/County GF |
| Invoice Period: | July 2020 |
| Final Invoice: | (Check if Yes) |
| ACE Control Number: | |

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|------------------|-----|-----------------------|-----|-------------------|-----|------------|---------|------------------------|-----|------------|---------|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| B-3 Children Outpatient PC# 38516 - 251984-10000-10001670-0001 | | | | | | | | | | | | |
| 15/10 - 57, 59 OP - MH Svcs | 9,544 | 60 | | | - | - | 0% | 0% | 9,544 | 60 | 100% | 100% |
| 15/70 - 79 OP - Crisis Intervention | 150 | | | | - | - | 0% | #DIV/0! | 150 | - | 100% | #DIV/0! |
| 15/01 - 09 OP - Case Mgt Brokerage | 6,700 | | | | - | - | 0% | #DIV/0! | 6,700 | - | 100% | #DIV/0! |
| 45/20 - 29 OS - Cmnty Client Svcs | 210 | | | | - | - | 0% | #DIV/0! | 210 | - | 100% | #DIV/0! |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|----------------------|----------------------|------------------|--------------|----------------------|
| Total Salaries | \$ 282,075.00 | \$ - | \$ - | 0.00% | \$ 282,075.00 |
| Fringe Benefits | \$ 78,946.00 | \$ - | \$ - | 0.00% | \$ 78,946.00 |
| Total Personnel Expenses | \$ 361,021.00 | \$ - | \$ - | 0.00% | \$ 361,021.00 |
| Operating Expenses: | | | | | |
| Occupancy | \$ 78,641.00 | \$ - | \$ - | 0.00% | \$ 78,641.00 |
| Materials and Supplies | \$ 12,500.00 | \$ - | \$ - | 0.00% | \$ 12,500.00 |
| General Operating | \$ 12,158.00 | \$ - | \$ - | 0.00% | \$ 12,158.00 |
| Staff Travel | \$ 3,300.00 | \$ - | \$ - | 0.00% | \$ 3,300.00 |
| Consultant/ Subcontractor | \$ - | \$ - | \$ - | 0.00% | \$ - |
| Other: | | \$ - | \$ - | 0.00% | \$ - |
| | \$ - | \$ - | \$ - | 0.00% | \$ - |
| Total Operating Expenses | \$ 106,599.00 | \$ - | \$ - | 0.00% | \$ 106,599.00 |
| Capital Expenditures | \$ - | \$ - | \$ - | 0.00% | \$ - |
| TOTAL DIRECT EXPENSES | \$ 467,620.00 | \$ - | \$ - | 0.00% | \$ 467,620.00 |
| Indirect Expenses | \$ 70,139.00 | \$ - | \$ - | 0.00% | \$ 70,139.00 |
| TOTAL EXPENSES | \$ 537,759.00 | \$ - | \$ - | 0.00% | \$ 537,759.00 |
| Less: Initial Payment Recovery | | | | | |
| Other Adjustments (DPH use only) | | | | | |
| | | | | | |
| REIMBURSEMENT | | \$ - | | | |

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____
Printed Name: _____
Title: _____

Date: _____
Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Contract ID#
1000011308

Contractor: Bayview Hunters Point Foundation For Community Improvement

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104



Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

INVOICE NUMBER: M05 JL 20
 Ct.Blanket No.: BPHM N/A
 User Cd
 Ct. PO No.: POHM TBD
 Fund Source: MH Adult Fed/ State/ County General Fund
 Invoice Period: July 2020
 Final Invoice: (Check if Yes)
 ACE Control Number:

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|------------------|-----|-----------------------|-----|-------------------|-----|------------|---------|------------------------|-----|------------|---------|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| B-1 Adult Behavioral Health PC# 38513 - 251984-10000-10001792-0001 | | | | | | | | | | | | |
| 15/10 - 57, 59 OP - MH Svcs | 182,071 | 275 | | | - | - | 0% | 0% | 182,071 | 275 | 100% | 100% |
| 15/60 - 69 OP - Medication Support | 32,798 | | | | - | - | 0% | #DIV/0! | 32,798 | - | 100% | #DIV/0! |
| 15/70 - 79 OP - Crisis Intervention | 390 | | | | - | - | 0% | #DIV/0! | 390 | - | 100% | #DIV/0! |
| 15/01 - 09 OP - Case Mgt Brokerage | 14,501 | | | | - | - | 0% | #DIV/0! | 14,501 | - | 100% | #DIV/0! |
| 45/20 - 29 OS - Cmnty Client Svcs | 370 | | | | - | - | 0% | #DIV/0! | 370 | - | 100% | #DIV/0! |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|------------------------|----------------------|------------------|--------------|------------------------|
| Total Salaries | \$ 539,161.00 | \$ - | \$ - | 0.00% | \$ 539,161.00 |
| Fringe Benefits | \$ 156,356.00 | \$ - | \$ - | 0.00% | \$ 156,356.00 |
| Total Personnel Expenses | \$ 695,517.00 | \$ - | \$ - | 0.00% | \$ 695,517.00 |
| Operating Expenses: | | | | | |
| Occupancy | \$ 176,150.00 | \$ - | \$ - | 0.00% | \$ 176,150.00 |
| Materials and Supplies | \$ 25,079.00 | \$ - | \$ - | 0.00% | \$ 25,079.00 |
| General Operating | \$ 29,011.00 | \$ - | \$ - | 0.00% | \$ 29,011.00 |
| Staff Travel | \$ 7,093.00 | \$ - | \$ - | 0.00% | \$ 7,093.00 |
| Consultant/ Subcontractor | \$ 136,136.00 | \$ - | \$ - | 0.00% | \$ 136,136.00 |
| Other: | \$ - | \$ - | \$ - | 0.00% | \$ - |
| | \$ - | \$ - | \$ - | 0.00% | \$ - |
| Total Operating Expenses | \$ 373,469.00 | \$ - | \$ - | 0.00% | \$ 373,469.00 |
| Capital Expenditures | \$ - | \$ - | \$ - | 0.00% | \$ - |
| TOTAL DIRECT EXPENSES | \$ 1,068,986.00 | \$ - | \$ - | 0.00% | \$ 1,068,986.00 |
| Indirect Expenses | \$ 160,346.00 | \$ - | \$ - | 0.00% | \$ 160,346.00 |
| TOTAL EXPENSES | \$ 1,229,332.00 | \$ - | \$ - | 0.00% | \$ 1,229,332.00 |
| Less: Initial Payment Recovery | | | | | |
| Other Adjustments (DPH use only) | | | | | |
| | | | | | |
| REIMBURSEMENT | | \$ - | | | |

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____
 Printed Name: _____
 Title: _____

Date: _____
 Phone: _____

Send to:
 Behavioral Health Services-Budget/ Invoice Analyst
 1380 Howard St., 4th Floor
 San Francisco, CA 94103
 or email to:
 cbhsinvoices@sfdph.org

DPH Authorization for Payment

 Authorized Signatory

 Date

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

Appendix F
PAGE A

Contract ID#
1000011308

Contractor: Bayview Hunters Point Foundation For Community Improvement

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

BHS

INVOICE NUMBER: M11 JL 20

Ct.Blanket No.: BPHM N/A
User Cd

Ct. PO No.: POHM TBD

Fund Source: MH CYF County/ WO DCYF Dimensions

Invoice Period: July 2020

Final Invoice: (Check if Yes)

Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|--|------------------|-----|-----------------------|-----|-------------------|-----|------------|-----|------------------------|-----|------------|------|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| B-4 Dimensions LGBT Outpatient 251962-10002-10001799-0002 | | | | | | | | | | | | |
| 00-20 Administration Support | 450 | 25 | | | - | - | 0% | 0% | 450 | 25 | 100% | 100% |
| | | | | | | | | | | | | |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---------------------------------|---------------|----------------------|------------------|-------------|-------------------|
| Total Salaries | \$ 55,534.00 | \$ - | \$ - | 0.00% | \$ 55,534.00 |
| Fringe Benefits | \$ 19,993.00 | \$ - | \$ - | 0.00% | \$ 19,993.00 |
| Total Personnel Expenses | \$ 75,527.00 | \$ - | \$ - | 0.00% | \$ 75,527.00 |
| Operating Expenses: | | | | | |
| Occupancy | \$ - | \$ - | \$ - | 0.00% | \$ - |
| Materials and Supplies | \$ 20,038.00 | \$ - | \$ - | 0.00% | \$ 20,038.00 |
| General Operating | \$ 3,500.00 | \$ - | \$ - | 0.00% | \$ 3,500.00 |
| Staff Travel | \$ - | \$ - | \$ - | 0.00% | \$ - |
| Consultant/ Subcontractor | \$ - | \$ - | \$ - | 0.00% | \$ - |
| Other: | \$ - | \$ - | \$ - | 0.00% | \$ - |
| | \$ - | \$ - | \$ - | 0.00% | \$ - |
| Total Operating Expenses | \$ 23,538.00 | \$ - | \$ - | 0.00% | \$ 23,538.00 |
| Capital Expenditures | \$ - | \$ - | \$ - | 0.00% | \$ - |
| TOTAL DIRECT EXPENSES | \$ 99,065.00 | \$ - | \$ - | 0.00% | \$ 99,065.00 |
| Indirect Expenses | \$ 14,861.00 | \$ - | \$ - | 0.00% | \$ 14,861.00 |
| TOTAL EXPENSES | \$ 113,926.00 | \$ - | \$ - | 0.00% | \$ 113,926.00 |

| | | |
|---|------|--------|
| Less: Initial Payment Recovery | | NOTES: |
| Other Adjustments (DPH use only) | | |
| | | |
| REIMBURSEMENT | \$ - | |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____
Printed Name: _____
Title: _____

Date: _____
Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

_____ Date

Authorized Signatory

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
PAGE A

Contract ID#
1000011308

Contractor: Bayview Hunters Point Foundation For Cmmnty Improvement

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services



INVOICE NUMBER: M12 JL 20

Ct.Blanket No.: BPHM N/A

Ct. PO No.: POHM TBD

Fund Source: MH MHSA (PEI)

Invoice Period: July 2020

Final Invoice: (Check if Yes)

ACE Control Number:

| Unduplicated Clients for Exhibit: | Total Contracted Exhibit UDC | Delivered THIS PERIOD Exhibit UDC | Delivered to Date Exhibit UDC | % of TOTAL Exhibit UDC | Remaining Deliverables Exhibit UDC |
|-----------------------------------|------------------------------|-----------------------------------|-------------------------------|------------------------|------------------------------------|
| | | | | | |

*Unduplicated Counts for AIDS Use Only.

| DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only) | Total Contracted | | Delivered THIS PERIOD | | Unit Rate | AMOUNT DUE | Delivered to Date | | % of TOTAL | | Remaining Deliverables | |
|--|------------------|---------|-----------------------|---------|-----------|------------|-------------------|---------|--------------|---------|------------------------|----------------|
| | UOS | CLIENTS | UOS | CLIENTS | | | UOS | CLIENTS | UOS | CLIENTS | UOS | CLIENTS |
| B-2 School-Based Centers (Balboa) 251984-17156-10031199-0035 | | | | | | | | | | | | |
| 45/ 1 0 - 19 OS - MH Promotion | 375 | | | | \$ 281.17 | \$ - | 0.000 | | 0.00% | | | 375.000 |
| 45/ 20 - 29 OS - Cmmnty Client Svcs | 520 | | | | \$ 280.01 | \$ - | 0.000 | | 0.00% | | | 520.000 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| TOTAL | 895 | | 0.000 | | | | 0.000 | | 0.00% | | | 895.000 |

| Budget Amount | Expenses To Date | % of Budget | Remaining Budget |
|---------------|------------------|-------------|------------------|
| \$ 251,041.00 | \$ - | 0.00% | \$ 251,041.00 |

SUBTOTAL AMOUNT DUE \$ -
 Less: Initial Payment Recovery
 (For DPH Use) Other Adjustments
NET REIMBURSEMENT \$ -

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____
 Title: _____

Send to:
 Behavioral Health Services-Budget/ Invoice Analyst
 1380 Howard St., 4th Floor
 San Francisco, CA 94103

 Or email to:
 cbhsinvoices@sfdph.org

DPH Authorization for Payment

 Authorized Signatory

 Date

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

Appendix F
PAGE A

Contract ID#
1000011308

INVOICE NUMBER: S04 JL 20

Contractor: Bayview Hunters Point Foundation For Cmmnty Improvement

Ct. Blanket No.: BPHM N/A

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

User Cd

Ct. PO No.: POHM TBD

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104



Fund Source: SUD Fed SABG/ County - GF (MCO)

Invoice Period: July 2020

Funding Term: 07/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|-----------------------------------|-----|-----------------------|-----|-------------------|-----|------------|-----|------------------------|-----|------------|------|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| B-5 Jelani Family Program PC# - 3816SD | 240646-10000-10001681-0003 | | | | | | | | | | | |
| Res-59 ODS Recovery Residences | 4,928 | 15 | | | - | - | 0% | 0% | 4,928 | 15 | 100% | 100% |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|----------------------|----------------------|------------------|--------------|----------------------|
| Total Salaries | \$ 299,451.00 | \$ - | \$ - | 0.00% | \$ 299,451.00 |
| Fringe Benefits | \$ 89,835.00 | \$ - | \$ - | 0.00% | \$ 89,835.00 |
| Total Personnel Expenses | \$ 389,286.00 | \$ - | \$ - | 0.00% | \$ 389,286.00 |
| Operating Expenses: | | | | | |
| Occupancy | \$ 56,738.00 | \$ - | \$ - | 0.00% | \$ 56,738.00 |
| Materials and Supplies | \$ 13,629.00 | \$ - | \$ - | 0.00% | \$ 13,629.00 |
| General Operating | \$ 56,350.00 | \$ - | \$ - | 0.00% | \$ 56,350.00 |
| Staff Travel | \$ 500.00 | \$ - | \$ - | 0.00% | \$ 500.00 |
| Consultant/ Subcontractor | \$ - | \$ - | \$ - | 0.00% | \$ - |
| Other: | \$ - | \$ - | \$ - | 0.00% | \$ - |
| | \$ - | \$ - | \$ - | 0.00% | \$ - |
| | \$ - | \$ - | \$ - | 0.00% | \$ - |
| Total Operating Expenses | \$ 127,217.00 | \$ - | \$ - | 0.00% | \$ 127,217.00 |
| Capital Expenditures | \$ - | \$ - | \$ - | 0.00% | \$ - |
| TOTAL DIRECT EXPENSES | \$ 516,503.00 | \$ - | \$ - | 0.00% | \$ 516,503.00 |
| Indirect Expenses | \$ 77,423.00 | \$ - | \$ - | 0.00% | \$ 77,423.00 |
| TOTAL EXPENSES | \$ 593,926.00 | \$ - | \$ - | 0.00% | \$ 593,926.00 |
| Less: Initial Payment Recovery | | | | | |
| Other Adjustments (DPH use only) | | | | | |
| REIMBURSEMENT | | \$ - | | | |

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

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

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

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

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

Reference Documents

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

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

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

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

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

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

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

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

Document 1J(b): DMC Audit Appeals Process

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

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

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

http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

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

Document 2C: Title 22, California Code of Regulations

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

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

http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf

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

http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf

Document 2G Drug Medi-Cal Billing Manual

http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Document 3J: CalOMS Treatment Data Collection Guide
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS Tx Data Collection Guide JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)

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

Document 3S CalOMS Treatment Data Compliance Standards

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

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

Document 5A : Confidentiality Agreement

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

I. Subcontractor Documentation

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

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

Records

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

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

If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.
7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

II Patient Record Retention

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

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

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

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

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

III. Control Requirements

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

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

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

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

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

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

IV Provider's Agents and Subcontractors

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

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

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

V Breaches and Security Incidents

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

a. Initial Notice to the Department

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

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

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

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:

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

b. Investigation and Investigation Report.

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

c. Complete Report.

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

d. Responsibility for Reporting of Breaches

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

e. Responsibility for Notification of Affected Individuals

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

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

f. Department Contact Information

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

VI Additional Provisions for Substance Abuse Block Grant (SABG)

A. Additional Intergovernmental Agreement Restrictions

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

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

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

C. Hatch Act

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

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

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

E. Noncompliance with Reporting Requirements

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

F. Debarment and Suspension

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

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

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

H. Restriction on Distribution of Sterile Needles

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

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

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

1) Trading Partner Requirements

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

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

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

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

2) Concurrence for Test Modifications to HHS Transaction Standards

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

3) Adequate Testing

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

4) Deficiencies

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

5) Code Set Retention

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

6) Data Transmission Log

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

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

I. Nondiscrimination and Institutional Safeguards for Religious Providers

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

J. Counselor Certification

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

K. Cultural and Linguistic Proficiency

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

L. Intravenous Drug Use (IVDU) Treatment

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

M. Tuberculosis Treatment

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

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

N. Trafficking Victims Protection Act of 2000

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

O. Tribal Communities and Organizations

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

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

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

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

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

Q. Youth Treatment Guidelines

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

R. Perinatal Services Network Guidelines

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

S. Restrictions on Grantee Lobbying – Appropriations Act Section 503

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

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

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

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

U. Nondiscrimination in Employment and Services

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

V. Federal Law Requirements:

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

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

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

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

W. State Law Requirements:

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

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

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

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

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

X. Additional Contract Restrictions

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

Y. Information Access for Individuals with Limited English Proficiency

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

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

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

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

Z. Investigations and Confidentiality of Administrative Actions

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

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

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

A1. Subcontract Provisions

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

B1. Conditions for Federal Financial Participation

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

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

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

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

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

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

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

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

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

2. Each subcontract shall:

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

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

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

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

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

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

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

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

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

The required EBPs include:

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

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

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

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

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

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

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

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

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

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

(d) Provider must offer regular hours of operation.

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

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

C1. Beneficiary Problem Resolution Process

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

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

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

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

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

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

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

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

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

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

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

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

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

i. A grievance process;

ii. An appeal process; and,

iii. An expedited appeal process.

Additional Provisions DMC-ODS

1. Additional Intergovernmental Agreement Restrictions

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

2. Voluntary Termination of DMC-ODS Services

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

3. Notification of DMC-ODS Services

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

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

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