



Purchase Order

SAN FRANCISCO CITY COUNTY

1 Dr. Carlton B. Goodlett Place
 City Hall, Room 430
 San Francisco CA 94102
 United States

Dispatch Via Print		
Business Unit: SFGOV		
Purchase Order 0000291832	Date 03-21-2019	Revision
Payment Terms N30	Freight Terms FOB DEST Freight PPD & Allowed	Ship Via Common
Buyer Tran, Loan T	Phone	Currency USD

Supplier: 0000012195
 RICHMOND AREA MULTI-SERVICES INC
 3626 BALBOA ST
 SAN FRANCISCO CA 94121-2604
 United States

Ship To: 16070
 1380 Howard St
 4th Floor
 San Francisco CA 94103
 United States

Attention: Not Specified **Bill To:** 1380 Howard St
 4th Floor
 San Francisco CA 94103
 United States

Tax Exempt? N **Tax Exempt ID:** **Replenishment Option:** Standard **Total PO Amount** 2,301,914.08

Line-Sched	Item/Description	MFG	Quantity	UOM	PO Price	Extended Amt	Due Date
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1 - 1	To improve emotional/physical well-being and quality of life, positive community engagement, increased self-sufficiency of adults, and help them obtain & retain employment. HMHMCC73C515 M02		1.00	EA	1,311,380.00	1,311,380.00	03/21/2019
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Schedule Total 1,311,380.00

Contract ID: 1000010838 Version: 1 Contract Line: 0 Release: 1 Category Line: 1

Total Amount: 0.00 Amount Open: 0.00
 Total Quantity: 0.00 Quantity Open: 0.0000

Item Total 1,311,380.00

2 - 1	To improve emotional/physical well-being and quality of life, positive community engagement, increased self-sufficiency of adults, and help them obtain & retain employment. HMHMLI30416 M34		1.00	EA	746,424.51	746,424.51	03/21/2019
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Schedule Total 746,424.51

Contract ID: 1000010838 Version: 1 Contract Line: 0 Release: 2 Category Line: 1

Total Amount: 0.00 Amount Open: 0.00
 Total Quantity: 0.00 Quantity Open: 0.0000

Authorized Signature

[Handwritten Signature] 3/21/2019



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Item Total 746,424.51

3 - 1	To improve emotional/physical well-being and quality of life, positive community engagement, increased self-sufficiency of adults, and help them obtain & retain employment. HMHMPROP63-PMHS63-1905 M04		1.00	EA	34,294.92	34,294.92	03/21/2019
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Schedule Total 34,294.92

Contract ID: 1000010838 Version: 1 Contract Line: 0 Release: 3 Category Line: 1

Total Amount: 0.00 Amount Open: 0.00
Total Quantity: 0.00 Quantity Open: 0.0000

Item Total 34,294.92

4 - 1	To improve emotional/physical well-being and quality of life, positive community engagement, increased self-sufficiency of adults, and help them obtain & retain employment. HMHMPROP63-PMHS63 1910 M07		1.00	EA	209,814.65	209,814.65	03/21/2019
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Schedule Total 209,814.65

Contract ID: 1000010838 Version: 1 Contract Line: 0 Release: 4 Category Line: 1

Authorized Signature

PEOPLESFT CITY/COUNTY OF SAN FRANCISCO PROFESSIONAL SERVICES PURCHASE ORDER RELEASE REQUEST FORM	FY: 2018-19 Original Modification-Increase Modification-Decrease Modification-No Cost	<input checked="" type="checkbox"/>	DOCUMENT NUMBER 0000291832	DEPARTM 52 Mental Health & Substance Abu DEPARTMEI HM-19-6995-MH/SA DATE 1/29/19 PAGE 1 OF 1
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Complete for Contract Order type Agreements and Contracts	Amount of this Encumbrance \$2,496,847	TOTAL APPROVED CONTRACT \$	ORIGINAL CONTRA ID# 1000010838	PERIOD COVERED FRO 7/1/18 TO 6/30/19
OTHER DEPARTMENT	CIVIL SERVICE RESOLUTION NO.: 41068-14/15, 12/21/15; 40587/17/18, 11/20/17			

CONTRA Richmond Area Multi-Services Inc. ADDRESS (Adult) 639 14th Avenue San Francisco, CA 94118	VENDOR NO: 0000012195 FEIN/SSN No. 23-7389436 Phone # (415) 800-0699 FAX (415) 751-7336	DELIVER TO:	SEND INVOI (Inter-Office) PH&P Accounting Office 1380 Howard St., Rm. 447 San Francisco, CA 94103
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TERMS OF PAYMENT Monthly	RETAINAGE REQUIRED, IF YES, AMOUNT OR %	YES/NO: NO	INSURANCE REQUIRED	EXPIRATION DATE	TEACH:
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7400-20 (CMHS)
7400-18 (CSAS)
RFP 8-2017 8/23/17
RFQ 11-2015 1/1/16

COMMODITY OR SERVICE DETAILED DESCRIPTION OF SERVICES AND PRODUCTS						
FY 18-19 New per Funding Notification #1 dated 8/20/18						
Contract Term:	Original Award:	Contingency Approved	Contingency Used	Encumb. Per Transaction	Encumb. Total	Contingency Still Avail.
7/1/18-6/30/20	1,910,219.92			1,910,219.92	1,910,220.92	
18-19 Prev. Encu ID1000008291	1,910,219.92			1,910,219.92	1,910,219.92	
18-19 This Encu	2,496,847.08			2,496,847.08	2,496,847.08	
18-19 To Be Encu.	1,910,219.92					
19-20 To Be Encu.	4,517,244.00					
Total contract	8,924,311.00	1,070,917	-	4,407,067	2,496,847	1,070,917
Contingency Used	0.00					
Contingency Still Avail	1,070,917.00					
Blanket Total	9,995,228.00					

WORKER'S COMP	\$1,000,000	7/1/19	<input checked="" type="checkbox"/>
COMP. GEN. LIABILITY	\$1,000,000	7/1/19	<input checked="" type="checkbox"/>
AUTOMOBILE	\$1,000,000	7/1/19	<input checked="" type="checkbox"/>
UMBRELLA			
FIDELITY Bd	\$4,000,000	7/1/19	<input checked="" type="checkbox"/>
(= initial prv amt)			
Professional	\$1,000,000	7/1/19	<input checked="" type="checkbox"/>
ATTACHMENTS -			

PREPARED BY (Print) Ada Ling Senior Administrative Analyst Phone # 255-3493 Fax # 252-3088 (Signature) (Print Name)	BOARD OR COMMISSION	REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPER	SYSTEM USE	CONTROLLER
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e No.	Document Number		Amount	Index Code	REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPER	CONTROLLER	ATTACHED <input type="checkbox"/>
	Number	Suffix					
			1,506,313	00	251984-10000-10001792-0001	HMHMCC730515	
			746,424	51	240645-10000-10026703-0001	HMHMLT730416	
			34,295	92	251984-17156-10031199-0015	HMIMP63	Fund: 11630
			209,814	65	251984-17156-10031199-0020	HMIMP63	Fund: 11630
TOTAL			2,496,847	08			

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

Agreement between the City and County of San Francisco and

Richmond Area Multi Services, Inc.

This Agreement is made this 1st day of July, 2018, in the City and County of San Francisco, State of California, by and between **Richmond Area Multi Services, Inc., 639 14th Avenue, CA 94118.** ("Contractor") and City.

Recitals

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

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal ("RFP") RFQ 11-2015 issued on 1/1/16 and RFP 8-2017 issued on 8/23/17 in which City selected Contractor as the highest qualified scorer pursuant to the RFP/RFQ; and

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

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 41068-14/15 on December 21, 2015 and Amendment on 5/7/18; and 40587 – 17/18 on November 20, 2017. Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

1.4 "Contractor" or "Consultant" means Richmond Area Multi Services, Inc., 639 14th Avenue, CA 94118 ("Contractor") and City.

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

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

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

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

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2020, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

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

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

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any

offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Nine Hundred Ninety Five Thousand Two Hundred Twenty Eight Dollars (\$9,995,228)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

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

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

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

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

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House

(ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

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

3.3.7 Grant Funded Contracts.

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

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

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

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

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

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

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

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 **Reserved. (Payment of Prevailing Wages)**

Article 4 Services and Resources

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

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

4.3 **Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither

Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

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

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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

foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

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

Article 5 Insurance and Indemnity

5.1 Insurance.

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Blanket Fidelity Bond (Commercial Blanket Bond): Limits in the amount of the Initial Payment provided for in the Agreement.

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

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

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

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

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

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

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

5.1.8 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.

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

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

employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

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

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

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor

agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or

expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

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

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

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

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have

the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

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

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

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

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in,

support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Reserved.

10.5 Nondiscrimination Requirements

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

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

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

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

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

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

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a

valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) [or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved].

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

10.12 Reserved. (Slavery Era Disclosure)Slavery Era Disclosure. Contractor shall comply with San Francisco Administrative Code Chapter 12Y, San Francisco Slavery Era Disclosure Ordinance, including but not limited to Contractor's affirmative duty to research and disclose evidence of Contractor, its parent or subsidiary entity, or its Predecessor Company's Participation in the Slave Trade or receipt of Profits from the Slave Trade. Contractor is subject to the enforcement and penalty provisions in Chapter 12Y.

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

and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control.

10.14 Consideration of Criminal History in Hiring and Employment Decisions Waived.
(Consideration of Criminal History in Hiring and Employment Decisions)

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

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

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

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

10.17 Reserved. (Sugar-Sweetened Beverage Prohibition.)

10.18 Reserved. (Tropical Hardwood and Virgin Redwood Ban).

10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

10.19 Reserved. (Preservative Treated Wood Products)

Article 11 General Provisions

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

To CITY: Office of Contract Management and
Compliance
Department of Public Health

1380 Howard Street, Room 419 FAX: (415) 252-3088
San Francisco, California 94103 e-mail: ada.ling@sfdph.org

And: Andrew Williams, Program Manager
Contract Development & Technical
Assistance

Department of Public Health FAX: (415) 255-3567
1380 Howard Street, 5/F e-mail: Andrew.williams@sfdph.org
San Francisco, California 94103

To CONTRACTOR: 639 14th Avenue FAX: (415)751-7336
San Francisco, CA 94118 e-mail: jorgewong@ramsinc.org

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

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

11.3 Reserved.

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

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement.

11.6 **Dispute Resolution Procedure.**

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

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

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

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

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

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

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

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to

effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

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

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the Sole Source Waiver, and Contractor's proposal dated February 14, 2017. The Sole Source Waiver and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the Sole Source Waiver and the Contractor's proposal.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

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

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

12.3 Certification Regarding Lobbying.

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

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

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

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

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

12.4 Materials Review.

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

12.5 Emergency Response.

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

In a declared emergency, CONTRACTOR'S employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are required to identify and keep Community Programs staff informed as to which two staff members will serve as CONTRACTOR'S prime contacts with Community Programs in the event of a declared emergency.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this

Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

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

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

13.3 Business Associate Agreement.

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

The parties acknowledge that CONTRACTOR will:

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

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

- a. **Appendix E SFDPH Business Associate Agreement (BAA) (04-12-2018)**
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
2. **NOT do any of the activities listed above in subsection 1;** Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

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

Article 14 MacBride And Signature

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


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

CITY

CONTRACTOR

Recommended by:

Richmond Area Multi-Services, Inc.



Greg Wagner
Acting Director of Health
Department of Public Health

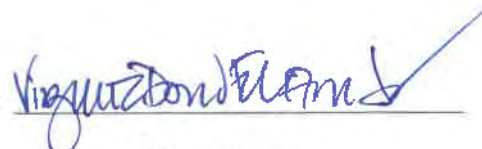


Jorge Wong
Chief Executive Officer
639 14th Avenue
San Francisco, CA 94118

Approved as to Form:


Supplier ID: 0000012195

Dennis J. Herrera
City Attorney

By: 

Deputy City Attorney

Approved:



Alarie Degraffried
Director of the Office of Contract Administration, and
Purchaser

Received By:
FEB 22 '19 PM 3:53
Purchasing Department

Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: Reserved
- D: Reserved
- E: HIPAA Business Associate Agreement
- F: Invoice
- G: Reserved
- H: San Francisco Department of Public Health
Privacy Policy Compliance Standard
- I: The Declaration of Compliance

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

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

1. Terms**A. Contract Administrator:**

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. **Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 Adult Outpatient
Appendix A-2 Outpatient Peer Counseling Service
Appendix A-3 Employee Development
Appendix A-4 Broderick Residential HUH
Appendix A-5 API Mental Health Collaborative

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

Contractor Name: Richmond Area Multi-Services, Inc.	Appendix A-1
Program Name: Adult Outpatient Services	Contract Term: 07/01/18 – 06/30/19
	Funding Source: GF/MH realignment/FFP SDMC/ MediCare

1. Identifiers:

Program Name: Adult Outpatient Services
 Program Address: 3626 Balboa Street
 City, State, ZIP: San Francisco, CA 94121
 Telephone/FAX: 415-668-5955/ 415-668-0246
 Website Address: www.ramsinc.org

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

Person Completing this Narrative: Angela Tang, RAMS Director of Operations
 Telephone: (415) 800-0699
 Fax: (415) 751-7336
 Email Address: angelatang@ramsinc.org
 Program Code(s) (if applicable): 3894-3

2. Nature of Document:

Original Contract Amendment Internal Contract Revision

3. Goal Statement:

To promote wellness and recovery, improve the emotional/physical well-being and quality of life, positive engagement in the community, and awareness & appropriate use of resources, and improve the increased level of self-sufficiency, achieving individualized plan of care goals, and reduced level of care for adults/older adults.

4. Target Population:

RAMS Adult/Older Adult Outpatient Services Program serves all ethnicities and populations of adult and older adult residents of San Francisco, age 18 years and older, in need of psychiatric services, ranging from those with severe behavioral health symptoms & functional impairments with many repeat users of higher end emergency, acute & institutional care, and supporting the transition to the community. The clinic is designed with a special focus serving the Asian & Pacific Islander American (APIA) and Russian-speaking communities, both immigrants and U.S.-born – a group that is traditionally underserved.

5. Modality(s)/Intervention(s)

See Appendix B CRDC page

Contractor Name: Richmond Area Multi-Services, Inc.		Appendix A-1
Program Name: Adult Outpatient Services		Contract Term: 07/01/18 – 06/30/19
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6. Methodology:

Indirect Services (programs that do not provide direct client services): Describe how the program will deliver the purchased services.

Direct Client Services: Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below:

A. Outreach, recruitment, promotion, and advertisement

RAMS’ responsibility and commitment to mental health care quality and education extends beyond its own walls to reach people of all ages and backgrounds in its community through outreach and serving them in their own environments. This philosophy of care has always been central to the agency’s approach. RAMS is uniquely well-positioned and has the expertise to outreach, engage, and retain diverse consumers, underrepresented constituents, and community organizations with regards to Outpatient Program services & resources and raising awareness about mental health and physical well-being. As an established community services provider, RAMS comes into contact with significant numbers of consumers & families, annually serving approximately 18,000 adults, children, youth & families at over 90 sites, citywide.

The RAMS Outpatient Services Program conducts outreach on an ongoing basis, in the most natural environments as possible, through various activities including but not limited to: sponsoring or coordinating cultural events, conducting psycho-educational & informational workshops or activity groups, and providing services in the client’s natural environments. Outreach activities are facilitated by staff, primarily the Behavioral Health Clinicians/Counselors (including psychologists, social workers, marriage & family therapists, etc.) as well as Peer Counselors (separate contract). The varying activities, topic foci, and location also engage those who may not necessarily self-initiate counseling services. The Program’s workshops may use alternative references to behavioral health topics such as having workshops titled Wellness and Recovery instead of using “loaded” words and language. While serving all ethnicities and populations, there are also targeted outreach activities to ethnic groups including Chinese, Cambodian, and Russian. The Outpatient Program also conducts formal presentations at community health fairs and events raising awareness about behavioral/mental health issues and resources, taking into consideration cultural aspects. For instance, as requested by the community, RAMS conducts outreach at a Buddhist temple for Cambodians and has also invited a Buddhist monk to RAMS in order to promote resiliency and spirituality. Another example is that the program has participated in a neighborhood community event for seniors providing service information. Also, program and psycho-educational material is developed and reviewed for content, literacy, culturally appropriate representation, and word usage, in an effort to increase the “reader-ability” (e.g. using plain language instead of field terminology) and willingness to incorporate it in a meaningful way into her/his life.

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

RAMS accommodates referrals from the BHS Behavioral Health Access Center. As RAMS provides services in over 30 languages and, in order to support “advanced access,” the agency deploys mechanisms to effectively make accessible the many dialects fluent amongst staff. The

Contractor Name: Richmond Area Multi-Services, Inc.		Appendix A-1
Program Name: Adult Outpatient Services		Contract Term: 07/01/18 – 06/30/19
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Outpatient Program maintains a multilingual Intake/Resource Schedule, which is a weekly calendar with designated time slots of clinical staff (and language capacities) who consult with the community and conducts intake assessments (with linguistic match). The intake/initial risk assessments are aimed to determine medical necessity for services and assess strengths & existing resources, co-occurring issues/dual diagnosis conditions, medication support needs, vocational readiness/interest (and/or engagement in volunteer activities, school), primary care connection, and other services (e.g. residential, SSI assessment). There is a designated intake coordinator for scheduling assessments and maintaining the documentation, thus supporting streamlined coordination; staff (including Program Director) work closely with the referring party. Following the intake, engagement and follow-up is made with the client. RAMS has been acknowledged as a model for its intake practices (“advanced access”) and managing the demand for services, which is a consistent challenge for other clinics.

C. Service delivery model

To further support accessibility of services, the Outpatient Program throughout the years has maintained hours of operation that extend past 5:00 pm, beyond “normal” business hours. The Program hours are: Monday (9:00 am to 7:00 pm); Tuesday to Thursday (9:00 am to 8:00 pm); Friday (9:00 am to 5:00 pm).

The Outpatient Program’s design and strategies are culturally competent behavioral health and mental health outpatient & prevention services that include, but are not limited to: individual & group counseling, family collateral counseling; clinical case management; crisis intervention; psychiatric evaluation & medication management; psychological testing & assessment; psycho-education; information & referral services; and consultation as well as peer counseling (separate contract). Psycho-educational activities have included topics such as holistic & complementary treatment and practices, and wellness recovery groups/workshops. Services are primarily provided on-site and/or in least restrictive environment including: clients’ home, hospital, another community center, and/or primary care clinic. The type and frequency of services are tailored to the client’s acuity & risk, functional impairments, and clinical needs, with review by the clinical authorization committee and in consultation with SFDPH BHS.

The Behavioral Health Clinicians/Counselors provide clients with on-going individual integrated behavioral health counseling, case management services, and as needed, conduct crisis intervention and collateral meetings. Having counseling and clinical case management services provided by the same care provider streamlines and enhances care coordination. During the treatment planning, the counselor and client discuss how strengths can be used to make changes to their current conditions and to promote & sustain healthy mental health. An integrated plan of care with goals (includes stability in community goal) is formally developed and updated at least annually. It is a collaborative process (between counselor & client) in setting goals and identifying strategies that are attainable & measurable. As needed, other support services are provided by other staff, in collaboration with the Behavioral Health Clinician/Counselor. RAMS conducts home visits and linkages for client support services (e.g. senior day program, childcare, transportation) to other community agencies and government offices. Throughout the counseling process, staff continuously assesses the client’s interest/readiness to engage in vocational, trade schools, and/or other educational activities (e.g. RAMS Hire-Ability Vocational Services, volunteerism, RAMS Peer Specialist Mental Health Certificate). Doctoral interns, closely

Program Name: Adult Outpatient Services	Contract Term: 07/01/18 – 06/30/19
	Funding Source: GF/MH realignment/FFP SDMC/ MediCare

supervised, are also available to conduct comprehensive batteries of psychological testing and evaluation.

The RAMS Outpatient Program offers structured groups (i.e. therapy, support, and psycho-education) as a component of treatment services to clients. Facilitated (or co-facilitated) by Behavioral Health Clinicians/Counselors, and Peer Counselors, the groups provide positive peer support, focus on interpersonal relationships, provide a support network for specific problems or challenges, and assist individuals in learning about themselves and how they can relate better with other people. Groups are offered in languages besides English. Medication management, including culturally competent psychiatric evaluation & assessment and on-going monitoring of prescribed medications (e.g. individual meetings), is provided by a licensed psychiatrist and nurse practitioners. The Outpatient Program psychiatry staff capacity & coverage offers daily medication evaluation & assessments during program hours of operation, in order to increase accessibility. Furthermore, the Outpatient Peer Counseling Services component (separate contract) offers peer-based support from Tuesdays to Thursdays from 9 am to 5 pm.

D. Discharge Planning and exit criteria and process

The type and frequency of services are tailored to the client's acuity & risk, functional impairments, and clinical needs, with review by the clinical authorization committee and in consultation with SFDPH BHS. Because of limited behavioral/mental health resources, coupled with the need to promptly serve many newly referred acute clients, the program consistently applies utilization review and discharge/exit criteria to alleviate increasing caseload pressure, and to prioritize services to those most in need. Providers consider such factors as: risk of harm, functional status, psychiatric stability and risk of decompensation, medication compliance, progress and status of Care Plan objectives, and the client's overall environment such as culturally and linguistically appropriate services, to determine which clients can be discharged from Behavioral Health/Case Management Brokerage level of services into medication-only, or be referred to Private Provider Network/Primary Care Physician/Beacon.

E. Program staffing

Program staff include: Management - Program Director, Clinical Manager, Medical Director, Clinical Supervisors; Clinical – Mental/Behavioral Health Counselors (unlicensed/ pre-licensed), Mental/Behavioral Health Clinicians (licensed), Mental/Behavioral Health Workers, Interpreters (as needed and contracted), pre-doctoral interns; administrative support – Office/Intake Manager, Administrative Assistants, Janitor.

(Not funded by this contract) Peer Counselors; practicum trainees and volunteers.

F. Vouchers - NA

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Adult & Older Adult Performance Objectives FY 18-19.

Contractor Name: Richmond Area Multi-Services, Inc.	Appendix A-1
Program Name: Adult Outpatient Services	Contract Term: 07/01/18 – 06/30/19
Funding Source: GF/MH realignment/FFP SDMC/ MediCare	

8. Continuous Quality Improvement:

1) Achievement of contract performance objectives and productivity

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

2) Quality of documentation, including a description of frequency and scope of internal audits

The program utilizes various mechanisms to review documentation quality. At least every other week (may be weekly), clinical documentation is reviewed by the PURQC committee which is comprised of the Chair, Clinical Manager (a licensed psychologist who is a clinical supervisor and direct service practitioner), Program Director, Training Director, and two licensed clinicians. Based on their review, the committee determines service authorizations including frequency of treatment and modality/type of services, and the match to client's progress & clinical needs; feedback is provided to direct clinical staff members. Because the Program Director is involved in the PURQC review, general feedback and summaries on documentation and quality of care topics can be effectively integrated throughout staff meetings and other clinical discussions. Furthermore, clinical supervisors monitor the treatment documentation of their supervisees; most staff meet weekly with their clinical supervisors to review caseload with regard to intervention strategies, treatment plans & progress, documentation, productivity, etc. The program also conducts an annual self-audit in which all direct service providers review all their own charts to ensure documentation standards compliance. For all case reviews, a checklist is utilized. Psychiatry staff also conduct a comprehensive biannual chart peer review, consisting of randomly choosing three medical records from each practitioner and having mutual reviews and feedback based on the guidelines provided by San Francisco Health Network Behavioral Health Services Psychiatric Peer Review Protocol. In addition to the program's documentation review, the agency's Quality Council conducts a review of randomly selected charts to monitor adherence to documentation standards and protocols. The review committee includes the Council Chair (RAMS Director of Operations), Deputy Chief/Director of Clinical Services, and another council member (or designee). Feedback will be provided directly to staff as well as general summaries at staff meetings.

Contractor Name: Richmond Area Multi-Services, Inc.	Appendix A-1
Program Name: Adult Outpatient Services	Contract Term: 07/01/18 – 06/30/19
	Funding Source: GF/MH realignment/FFP SDMC/ MediCare

3) Cultural Competency of staff and services

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

- Ongoing professional development and enhancement of cultural competency practices are facilitated through a regular training schedule, which includes weekly in-service trainings on various aspects of cultural competency/humility and service delivery (including holistic & complementary health practices, wellness and recovery principles), monthly case conferences, and an annual roundtable discussion to share practice-based cultural competency strategies. Trainings are from field experts on various clinical topics; case conference is a platform for the practitioner to gain additional feedback regarding intervention strategies, etc. Professional development is further supported by individual clinical supervision (mostly weekly; some are monthly); supervisors and their supervisees' caseload with regard to intervention strategies, treatment plans & progress, documentation, etc. Furthermore, RAMS annually holds an agency-wide cultural competency training. Training topics are identified through various methods, primarily from direct service staff suggestions and pertinent community issues.
- Ongoing review of treatment indicators is conducted by the Program Director (and reported to executive management) on monthly basis; data collection and analysis of treatment engagement (intake show rate; referral source; engagement after intake; number of admissions; treatment discharge reasons; and service utilization review).
- Client's preferred language for services is noted at intake; during the case assignment process, the Program Director matches client with counselor by taking into consideration language, culture, and provider expertise. RAMS also maintains policies on Client Language Access to Services; Client Nondiscrimination and Equal Access; and Welcoming and Access.
- At least annually, aggregated demographic data of clientele and staff/providers is collected and analyzed by management in order to continuously monitor and identify any enhancements needed.
- Development of objectives based on cultural competency principles; as applicable, progress on objectives is reported by Program Director to executive management in monthly report. If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action.
- Strengthening and empowering the roles of consumers and their families by soliciting feedback on service delivery and identifying areas for improvement (see Section D. Client Satisfaction).

Program Name: Adult Outpatient Services

Contract Term: 07/01/18 – 06/30/19

Funding Source: GF/MH realignment/FFP SDMC/ MediCare

- RAMS maintains policies and procedures to recruit, retain, and promote at all levels a diverse staff and leadership (including Board of Directors) that reflect the multi-cultural, multi-lingual diversity of the community. Other retention strategies include soliciting staff feedback on agency/programmatic improvements (service delivery, staffing resources); this is continuously solicited by the Program Director and, at least annually, the CEO meets with each program to solicit feedback for this purpose. The agency disseminates staff satisfaction surveys and Human Resources conducts exit interviews with departing staff. All information is gathered and management explores implementation, if deemed appropriate; this also informs the agency's strategic plan.
- RAMS Quality Council meets quarterly and is designed to advise on program quality assurance and improvement activities; chaired by the RAMS Director of Operations, the membership includes an administrator, director, clinical supervisor, peer counselor, and direct services staff. Programs may also present to this council to gain additional feedback on quality assurance activities and improvement.
- To ensure accountability at all levels, the RAMS CEO meets with the RAMS Board of Directors on a regular basis (approximately monthly) and provides an update on agency and programs' activities and matters.

4) Satisfaction with Services

RAMS adheres to the BHS satisfaction survey protocols which include dissemination annually or biannually. Results of client surveys are shared at staff meetings, reviewed by the RAMS Quality Council, and reported to executive management as well as posted on the agency website and other materials. Furthermore, the Program Director has conducted focus groups with the current clients to collect feedback. All satisfaction survey methods and feedback results are compiled and reported to executive management along with assessment of suggestion implementation. Anonymous feedback is also solicited through suggestions boxes in the two client waiting areas; the Office Manager monitors the boxes and reports any feedback to the Program Director who also includes it in the monthly report to executive management.

5) Timely completion and use of outcome data, including CANS and/or ANSA

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

9. Required Language:

N/A

Contractor Name: Richmond Area Multi-Services, Inc.	Appendix A-2
Program Name: Outpatient Peer Counseling Services	Contract Term: 07/01/18 – 06/30/19
	Funding Source: MHSA

1. Identifiers:

Program Name: Outpatient Peer Counseling Services
Program Address: 3626 Balboa Street
City, State, ZIP: San Francisco, CA 94121
Telephone/FAX: 415-668-5955
Website Address: 415-668-0246

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

Person Completing this Narrative: Angela Tang, RAMS Director of Operations
Telephone: (415) 800-0699
Fax: (415) 751-7336
Email Address: angelatang@ramsinc.org
Program Code(s) (if applicable): NA

2. Nature of Document:

Original Contract Amendment Internal Contract Revision

3. Goal Statement:

The goal is to: (1) to diversify behavioral health workforce by increasing consumer & family member representation and identified underrepresented groups, and (2) to provide additional services and support to clients of the RAMS Outpatient Clinic from a Wellness and Recovery approach.

4. Target Population:

The Outpatient Peer Counseling Services program’s target population are all adults/older adults from the RAMS’ Outpatient Services Program which is: all adult and older adult residents of San Francisco in need of psychiatric services, ranging from those with severe behavioral health symptoms & functional impairments with many repeat users of higher end emergency, acute & institutional care, and supporting the transition to the community. There is a special focus serving the Asian & Pacific Islander American (APIA) and Russian-speaking communities, both immigrants and U.S.-born – a group that is traditionally underserved.

5. Modality(s)/Intervention(s)

See Appendix B CRDC page

Contractor Name: Richmond Area Multi-Services, Inc.	Appendix A-2
Program Name: Outpatient Peer Counseling Services	Contract Term: 07/01/18 – 06/30/19
	Funding Source: MHSA

6. Methodology:

Indirect Services (programs that do not provide direct client services): Describe how the program will deliver the purchased services.

Direct Client Services: Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below:

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

RAMS' responsibility and commitment to mental health care quality and education extends beyond its own walls to reach people of all ages and backgrounds in its community through outreach and serving them in their own environments. This philosophy of care has always been central to the agency's approach. RAMS is uniquely well-positioned and has the expertise to outreach, engage, and retain diverse consumers, underrepresented constituents, and community organizations with regards to Outpatient Program services & resources and raising awareness about mental health and physical well-being. As an established community services provider, RAMS comes into contact with significant numbers of consumers & families, annually serving approximately 18,000 adults, children, youth & families at over 90 sites, citywide.

RAMS conducts outreach on an ongoing basis, in the most natural environments as possible, through various activities including but not limited to: sponsoring or coordinating cultural events, conducting psycho-educational & informational workshops or activity groups, and providing services in the client's natural environments. Outreach activities are facilitated by staff, primarily the direct services providers (e.g. peer counselors, psychologists, social workers, marriage & family therapists, etc.) with varying activities, topic foci, and location. RAMS also conducts formal presentations at community health fairs and events raising awareness about behavioral/mental health issues and resources, taking into consideration cultural aspects. Also, program and psycho-educational material is developed and reviewed for content, literacy, culturally appropriate representation, and word usage, in an effort to increase the "reader-ability" (e.g. using plain language instead of field terminology) and willingness to incorporate it in a meaningful way into her/his life.

To engage the RAMS outpatient clients in participating in the Outpatient Peer Counseling Services program, the following takes place:

- Peer Counselors attend monthly RAMS Adult Outpatient Program staff meeting to disseminate program information to direct service providers
- Clinical Manager of the RAMS Outpatient Clinic meets with peer counselors weekly for individual supervision to discuss referral information, program services, events, etc.
- Peer Counselors develop promotional flyers about Peer Counseling activities and display them in the program wait areas as well as disseminates them to all Outpatient Clinic direct services providers
- Peer Counselors collaborate with Outpatient Clinic direct service providers in working with clients to ensure a team-based treatment approach. This allows Peer Counselors to develop

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Program Name: Outpatient Peer Counseling Services	Contract Term: 07/01/18 – 06/30/19
	Funding Source: MHSA

close working relationships with direct service providers, supporting streamlined referrals from direct service providers to the Peer Counseling Program.

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

There are two ways in which clients are admitted into the Outpatient Peer Counseling Program. For those clients who are new to the RAMS outpatient clinic, upon completing an intake (risk assessment), a client is referred to meet with a Peer Counselor (when appropriate) for an orientation of services. During this time, Peer Counselors have the opportunity to assess and discuss with clients whether they would be interested in continuing their participation in services offered by the Outpatient Peer Counseling Program (e.g. as needed individual counseling, case management, groups, events, activities, etc.).

For existing RAMS clients, they are admitted into the Peer Counseling Program should they express interest in participating in the services and events provided by the program. Clients can simply contact one of the Peer Counselors and schedule to meet with them or sign-up to participate in a group or event. Clients can also be connected to the Peer Counseling Program via referral from their direct service provider (e.g. clinician, case manager, psychiatrist, etc.).

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

The Outpatient Peer Counseling Services is integrated into the RAMS Adult/Older Adult Outpatient Services Program. To further support accessibility of services, the RAMS Adult/Older Adult Outpatient Program throughout the years has maintained hours of operation that extend past 5:00 pm, beyond “normal” business hours. The Program hours are: Monday (9:00 am to 7:00 pm); Tuesday to Thursday (9:00 am to 8:00 pm); Friday (9:00 am to 5:00 pm).

The RAMS programs’ design and strategies are culturally competent behavioral health and mental health outpatient & prevention services that include, but are not limited to: individual & group counseling, peer counseling, family collateral counseling; clinical case management; crisis intervention; psychiatric evaluation & medication management; psychological testing & assessment; psycho-education; information & referral services; and consultation. Psycho-educational activities have included topics such as holistic & complementary treatment and practices and wellness recovery groups/workshops.

Specifically, the Outpatient Peer Counseling Services offers peer-based support (three days/week) that includes, but is not limited to:

- Orientation to clinic and program services
- Individual Face-to-Face Counseling
- Case Management
- Resource Linkage

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- Psycho-social groups
- Socialization groups
- Cultural Awareness Activities (e.g. cultural celebrations)

Furthermore, the three peer counselors (in multiple languages, all part-time) provide needs assessment and orientation for new clients, facilitate support groups, wellness and recovery groups, art groups, movie viewing groups, and drop-in. They also provide field trips and cultural celebration events several times per year.

- D. Discharge Planning and exit criteria and process, i.e., a step-down to less intensive treatment programs, the criteria of a successful program completion, aftercare, transition to another provider, etc.

Participation in the Peer Counseling Program is voluntary. Clients may utilize services as long as they continue to be a client of the RAMS Outpatient Clinic. Clients may also voluntarily terminate services with the program, at any time, should they feel that their needs for peer counseling services have been met and/or if the program no longer meets their needs.

- E. Program staffing (which staff will be involved in what aspects of the service development and delivery). Indicate if any staff position is not funded by DPH.

RAMS Outpatient Peer Counseling Services include three part-time (16 hours/week) Peer Counselors, with special cultural and language capacities – English, Chinese, Russian – to meet the need of the diverse clients at Outpatient Clinic. Peer Counselors are graduates of RAMS Peer Specialist Mental Health Certificate and/or graduates from other Community Mental Health or Peer Certificate Programs, with experience working with the adult populations RAMS Outpatient Clinic serve.

Not funded by MHSA – supervisor and program director who supervise the Peer Counselors and manage the program, are part of RAMS Adult/Older Adult Outpatient Services are funded by SFDPH-BHS.

- F. Mental Health Services Act Programs (Outpatient Peer Counseling Program)

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

The foundation of the Outpatient Peer Counseling Program is to engage consumers in providing services within the community system of care. This program employs only peers (consumer of behavioral services with lived experience) to be service providers. Peer Counselors have the opportunity to share their personal experience and knowledge that they have gained as consumers to support others in their process of recovery. From the clients' perspective, the intent

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of the program is to inspire and instill hope as clients receive support and encouragement from providers who once had similar struggles as themselves.

In addition to peers being service providers, the Outpatient Peer Counseling Program engages clients to participate in the development, implementation, and evaluation of the program in several different ways. Client satisfaction surveys are conducted annually to solicit feedback from clients about the services that they have received. Results from client surveys and feedback are compiled and analyzed by program management, presented to staff and RAMS management. The Program Director and RAMS management work together to assess and integrate client feedback into programming. Peer Counselors also facilitate social/recreational activities and events for the clinic that are driven and organized by client participants.

- 2) MHSA Vision: The concepts of recovery and resilience are widely understood and evident in the programs and service delivery

The Outpatient Peer Counseling Program was founded based on the Wellness and Recovery Approach. With peers as service providers, the program sets an example for clients that recovery is possible. Peer Counselors are also trained to work with clients from a Wellness and Recovery Approach. Services provided values the fundamental components of the recovery model: client-centered, client-directed, strengths-based, holistic, self-advocacy, etc.

7. Objectives and Measurements:

- 1) The Outpatient Peer Counseling Program will conduct at least 100 psycho-social groups to support clients in developing social connections in the community. This will be evidenced by participation records kept by Peer Counselors as the groups take place. Peer Counselors will also report to the Clinical Manager progress toward this objective via in-person meetings and written reports. Program Director will provide feedback based on these reports to support counselors in meeting this objective.
- 2) At least 80% of the clients will express overall satisfaction with services that they received through the Outpatient Peer Counseling Program. This will be evidenced by client satisfaction surveys administered once each year (only in spring 2019). The collected data will be summarized and analyzed by Program Director and will be presented to program staff and RAMS management.

8. Continuous Quality Improvement:

A. Achievement of contract performance objectives and productivity

RAMS continuously monitors progress towards contract performance objectives and has established information dissemination and reporting mechanisms to support achievement. All direct service providers are informed about objectives and the required documentation related to the activities and treatment outcomes; for example, staff are informed and prompted about

Contractor Name: Richmond Area Multi-Services, Inc.	Appendix A-2
Program Name: Outpatient Peer Counseling Services	Contract Term: 07/01/18 – 06/30/19
	Funding Source: MHSA

recording referrals to vocational rehabilitation services in Avatar. With regards to management monitoring, the Program Director reports progress/status towards each contract objective in the monthly report to executive management (including Deputy Chief/Director of Clinical Services and Chief Executive Officer). If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action. The data reported in the monthly report is on-goingly collected, with its methodology depending on the type of information; for instance, the RAMS Information Technology/Billing Information Systems (IT/BIS) department extracts data from the Avatar system to develop a report on units of service per program code/reporting unit. In addition, the Program Director monitors services progress (level of engagement after intake, level of accomplishing service/treatment goals), discharge reasons, and service utilization review. RAMS also conducts various random chart reviews to review adherence to objectives as well as treatment documentation requirements.

B. Quality of documentation, including a description of frequency and scope of internal audits

RAMS utilizes various mechanisms to review documentation quality. Documentation reviews are conducted by Program Director as part of the PURQC process as well as upon discharging cases; based on these reviews, determinations/ recommendations are provided relating to frequency and modality/type of services, and the match to client’s progress & service needs. Feedback is provided to direct staff members while general feedback and summaries on documentation and quality of care topics are integrated throughout staff meetings and other clinical discussions. Furthermore, supervisors monitor the documentation of their supervisees; most staff meet weekly with their supervisors to review activities (e.g. course progress, caseload with regard to intervention strategies and service plans & progress), documentation, productivity, etc.

C. Cultural competency of staff and services

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

- Ongoing professional development and enhancement of cultural competency practices are facilitated through a regular training schedule, which includes weekly in-service trainings on various aspects of cultural competency/humility and service delivery (including holistic & complementary health practices, wellness and recovery principles), monthly case conferences, and an annual roundtable discussion to share practice-based cultural competency strategies. Trainings are from field experts on various clinical topics; case conference is a platform for the practitioner to gain additional feedback regarding intervention strategies, etc. Professional development is further supported by

Contractor Name: Richmond Area Multi-Services, Inc.	Appendix A-2
Program Name: Outpatient Peer Counseling Services	Contract Term: 07/01/18 – 06/30/19
	Funding Source: MHSA

individual clinical supervision (mostly weekly; some are monthly); supervisors and their supervisees' caseload with regard to intervention strategies, treatment plans & progress, documentation, etc. Furthermore, RAMS annually holds an agency-wide cultural competency training. Training topics are identified through various methods, primarily from direct service staff suggestions and pertinent community issues.

- Ongoing review of treatment indicators is conducted by the Program Director (and reported to executive management) on monthly basis; data collection and analysis of treatment engagement (intake show rate; referral source; engagement after intake; number of admissions; treatment discharge reasons; and service utilization review).
- Client's preferred language for services is noted at intake; during the case assignment process, the Program Director matches client with counselor by taking into consideration language, culture, and provider expertise. RAMS also maintains policies on Client Language Access to Services; Client Nondiscrimination and Equal Access; and Welcoming and Access.
- At least annually, aggregated demographic data of clientele and staff/providers is collected and analyzed by management in order to continuously monitor and identify any enhancements needed.
- Development of objectives based on cultural competency principles; as applicable, progress on objectives is reported by Program Director to executive management in monthly report. If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action.
- Strengthening and empowering the roles of consumers and their families by soliciting feedback on service delivery and identifying areas for improvement (see Section D. Client Satisfaction).
- RAMS maintains policies and procedures to recruit, retain, and promote at all levels a diverse staff and leadership (including Board of Directors) that reflect the multi-cultural, multi-lingual diversity of the community. Other retention strategies include soliciting staff feedback on agency/programmatic improvements (service delivery, staffing resources); this is continuously solicited by the Program Director and, at least annually, the CEO meets with each program to solicit feedback for this purpose. The agency disseminates staff satisfaction surveys and Human Resources conducts exit interviews with departing staff. All information is gathered and management explores implementation, if deemed appropriate; this also informs the agency's strategic plan.
- RAMS Quality Council meets quarterly and is designed to advise on program quality assurance and improvement activities; chaired by the RAMS Director of Operations, the membership includes an administrator, director, clinical supervisor, peer counselor, and

Contractor Name: Richmond Area Multi-Services, Inc.	Appendix A-2
Program Name: Outpatient Peer Counseling Services	Contract Term: 07/01/18 – 06/30/19
	Funding Source: MHSA

direct services staff. Programs may also present to this council to gain additional feedback on quality assurance activities and improvement.

- To ensure accountability at all levels, the RAMS CEO meets with the RAMS Board of Directors on a regular basis (approximately monthly) and provides an update on agency and programs' activities and matters.

D. Satisfaction with services

The Outpatient Peer Counseling Services Program gathers feedback through various methods. An annual client satisfaction survey is facilitated by RAMS administrators in spring 2018; collected data is tabulated and summarized. Results of all client surveys are shared at staff meetings, reviewed by the RAMS Quality Council, and reported to executive management. Furthermore, the Program Director has conducted focus groups with the current clients to collect feedback. Adjustment to program is implemented, after Director and staff review, and as appropriate, according to feedback, to better serve the community. All satisfaction survey methods and feedback results are compiled and reported to executive management along with assessment of suggestion implementation. Anonymous feedback is also solicited through suggestions boxes in the two client waiting areas; the Office Manager monitors the boxes and reports any feedback to the Program Director who also includes it in the monthly report to executive management.

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

ANSA data is not applicable for this contract; however, as described in previous CQI sections, RAMS continuously utilizes available data to inform service delivery to support positive outcomes.

9. Required Language:

N/A

Contractor Name: Richmond Area Multi-Services, Inc.	Appendix A-3
Program Name: Employee Development	Contract Term: 07/01/2018 – 06/30/19
	Funding Source: General Fund/ MH realignment

1. Identifiers:

Program Name: Employee Development
 Program Address: 1234 Indiana Street
 City, State, ZIP: San Francisco, CA 94107
 Telephone/FAX: 415-282-9675/415-920-6877
 Website Address: www.ramsinc.org / www.hire-ability.org
 Contractor Address (if different from above): 4355 Geary Blvd.
 City, State, ZIP: San Francisco, CA 94118

Person Completing this Narrative: Angela Tang, Director of Operations
 Telephone: 415-800-0699
 Email Address: angelatang@ramsinc.org
 Program Code(s) (if applicable): 3894 (38B62)

2. Nature of Document:

Original Contract Amendment Internal Contract Revision

3. Goal Statement:

To improve emotional/physical well-being and quality of life, positive community engagement, increased self-sufficiency of adults, and help them obtain & retain employment.

4. Target Population:

San Francisco residents including transitional age youth, adults & older adults, aged 18 and over, who are receiving behavioral health services through BHS. Particular outreach is to consumers who have minimal interest and/or work exposure, and may benefit from a structured vocational training program. There is a special focus on serving the Asian & Pacific Islander American (APIA), e.g. Chinese, Tagalog & Vietnamese communities, both immigrants and U.S.-born, a group that is traditionally underserved. Hire-Ability clientele are those residing in the program’s district (zip code 94107) as well as citywide (e.g. 94103, 94108, 94121, etc.) including any individual within the SFDPH-BHS Systems of Care who indicates an APIA dialect as the primary language.

5. Modality(s)/Intervention(s)

See Appendix B CRDC page

6. Methodology:

Contractor Name: Richmond Area Multi-Services, Inc.	Appendix A-3
Program Name: Employee Development	Contract Term: 07/01/2018 – 06/30/19
	Funding Source: General Fund/ MH realignment

Indirect Services (programs that do not provide direct client services): Describe how the program will deliver the purchased services.

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

RAMS' responsibility and commitment to mental health care quality and education extends beyond its own walls to reach people of all ages and backgrounds in its community through outreach and serving them in their own environments. This philosophy of care has always been central to the agency's approach. RAMS is uniquely well-positioned and has the expertise to outreach, engage, and retain diverse consumers, underrepresented constituents, and community organizations with regards to vocational services & resources and raising awareness about mental health and physical well-being. As an established community services provider, RAMS comes into contact with significant numbers of consumers & families, annually approximately 18,000 adults, children, youth & families at over 90 sites, citywide.

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

RAMS accommodates referrals from the BHS and other community agencies within the System of Care. All requests for services are directed to the Intake Coordinator, who schedules and conducts integrated assessments/intakes and processes the documentation, thus supporting streamlined coordination; staff (including Employee Development Coordinator/Manager and Director of Vocational Services/Program Director) works closely with the referring party. The initial assessments are aimed to determine program eligibility, vocational readiness/interest, suitability of program services, strengths & existing resources, level of functioning & needs in consultation with behavioral health services provider, primary care connection, substance use/abuse, and other services (e.g. residential). The Intake Coordinator makes a referral to one of Hire-Ability programs, including Employee Development. As RAMS have unique expertise in providing services to the APIA-speaking communities, Hire-Ability can provide services in Cantonese, Mandarin, Toisanese, and Tagalog. Upon referral to Employee Development, clients may "visit" and participate in the program, on a trial basis, for the first two weeks where they will participate in paid work site experience as well as unpaid classroom training. This supports overall retention and program completion goals, as consumers are fully aware of the program structure and expectations.

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

Hire-Ability Vocational Services program hours are Monday to Friday (9:00 a.m. – 5:00 p.m.). The program design includes providing culturally competent, consumer-driven, strengths-based vocational services including but not limited to: vocational assessments, job skills training, paid on-site work experience as well as unpaid classroom and group training sessions, vocational counseling & job coaching, and classes/workshops aimed at building strengths towards employment readiness. The program improves, maintains, or restores personal independence and functioning, consistent with requirements for learning and development, which provides services

Contractor Name: Richmond Area Multi-Services, Inc.		Appendix A-3
Program Name: Employee Development		Contract Term: 07/01/2018 – 06/30/19
		Funding Source: General Fund/ MH realignment

to a distinct group of beneficiaries. Employee Development’s main component is *Production & Fulfillment Services*, a workshop setting and on-the-job training in the fulfillment services industry (packaging, assembling, labeling, sorting, mailing) with paid work experience Services are primarily provided on-site and/or in least restrictive environment in the field including: clients’ employment site, community center, home, etc. Hire-Ability features a structure program in which clients participate at least three days a week (Monday to Friday) from 9:30 a.m. to 12:30 p.m.

Each consumer is assigned a Vocational Rehabilitation Counselor/Trainer who conducts a vocational assessment, facilitates vocational orientation & exploration, performs vocational counseling (case management & linkages), supports and identifies strengths & areas of employment interest, and also provides job training, job search and placement assistance, and job coaching, counseling & guidance. Having a single provider for these services streamlines and enhances care coordination. The vocational assessment is a comprehensive process that systematically utilizes an interview to assist the consumer in the identification of goals leading towards vocational development. These areas, as they relate to employment, include: work needs (e.g. reasonable accommodations), identifying community supports (therapists/case managers, support groups, family & friends), collateral information (therapists/case managers), cultural and/or language issues, work-related issues (concentration, stress, retention of instruction, safety habits, work behavior), psychiatric functioning (behavioral health condition), appearance & grooming, and external factors (financial concerns, living arrangement, medical care). A written report is developed summarizing the assessment, findings & recommendations, which informs the vocational plan and structure for job skills training.

During the vocational services planning, the counselor and consumer discuss how strengths can be utilized to make changes of their current conditions, to promote & sustain healthy mental health, and obtain & retain employment. The counselor also gathers relevant information from the client and other service providers and/or family members, as it relates to employment. An integrated vocational plan for goals is formally developed within the first month of participation, with ongoing monitoring of progress at each meeting/vocational activity, and formally reviewed at the third month. This comprehensive plan considers the client’s environment and entire support structure as well as specific employment goals, and takes into account collateral information (e.g. behavioral health treatment plan incorporates vocational goals). Staff are also trained to identify signs of psychiatric relapse and, through collaboration with the client’s therapist, implements the appropriate interventions. Together, the counselor & client set goals and identify strategies that are attainable & measureable. The plan includes consumer’s input through self-evaluation & rating as well as the counselor’s appraisal. RAMS also facilitates linkages for support services (e.g. transportation, child care).

Vocational training and skills building is provided through various capacities. The Vocational Rehabilitation Counselors serve as the primary trainers and maintain written evaluations & progress reports on client skills and vocational goals. These include, but are not limited to, productivity, work quality, attendance, punctuality, dress & grooming, communication with others, group participation, and work endurance. As the primary trainer, Counselors are thoroughly familiar with each individual’s daily progress and can provide consistent feedback and support. Training is offered in specific industries, further supporting

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consumer choice & empowerment and likelihood of transferable skills for gaining competitive employment.

For all Employee Development Program participants, RAMS Hire-Ability offers structured groups (i.e. vocational counseling, training, psycho-education) as a core component of services to clients. Facilitated by Vocational Rehabilitation Counselor, the groups provide positive peer support and pressure, focus on interpersonal relationships, a support network for specific problems or challenges, and can assist individuals to learn about themselves and relate better with other people. Groups can be jointly run with collaborative partners (e.g. behavioral health counselors), taking place at RAMS and/or the partner's site, depending on client feedback & indicated preference, and offered at various hours of the day throughout the week.

- D. Discharge Planning and exit criteria and process, i.e., a step-down to less intensive treatment programs, the criteria of a successful program completion, aftercare, transition to another provider, etc.

Clients successfully complete the program when: (1) 85% attendance rate, and (2) Vocational Development Plan goals are achieved. Upon discharge, referral can be to competitive employment, volunteer internships, education, college enrollment, or salaried employment including higher wage and skilled jobs in industries which are experiencing shortages such as the healthcare field. In this pursuit, the Vocational Rehabilitation Counselor may assist with job search & placement assistance and provide job coaching, counseling, and guidance. As Hire-Ability offers a full spectrum of vocational services, consumers may transition into Employment Services, which is funded through a contract/agreement with the California State Department of Rehabilitation. This program provides a higher level of individualized job preparation using classroom and individual meetings, job development, individualized plans & job placement, and follow-along services to consumers. Hire-Ability also maintains a cooperative agreement with California Department of Rehabilitation (since 1998) to connect employers with trained individuals; thus, supporting job placements for program participants with employment. Consumers may also enter the RAMS Peer Specialist Mental Health Certificate Program (funded by SFDPH-BHS-MHSA), which offers entry and advanced level courses in peer counseling as well as a monthly training series.

E. Program staffing.

Program Director – oversee the operations, contracts of the program, oversee operations of shelter workshop, supervise Vocational Rehabilitation Counselor, and support clients in problem solving and other issues

Vocational Rehabilitation Counselor – supervise clients in shelter workshop and other real work situation, help problem solving skills, teach other vocational skills, provide case management and linkage services as needed and appropriate which may include case conferencing with other services providers (therapist, benefit counselor, etc.)

Administrative Assistant/Office Manager – provide administrative support to the program

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7. Objectives and Measurements:

A. Standardized Objectives

All applicable objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY18-19.

B. Individualized Program Objectives

To further support outcomes, RAMS has established the following objectives for FY 2018-2019:

1. 65% of clients who complete the visitation period will successfully complete the program, as evidenced by program case closure records and reasons for discharge.
2. 75% of surveyed clients who complete the program will indicate improvement in their coping abilities. This is evidenced by items on program feedback tools.
3. 75% of surveyed clients who complete the program will report an improvement in work readiness abilities (soft skills) to use toward future opportunities (work/education/volunteering). This is evidenced by the items on program feedback tools.
4. 75% of surveyed graduates will express motivation in being engaged in vocational/educational-related activities, e.g. obtain employment, referral to Hire-Ability Employment Services, volunteerism, or training/educational programs. This will be evidenced by exit interviews and items on the program feedback tools.

8. Continuous Quality Improvement:

A. Achievement of contract performance objectives and productivity

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

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B. Quality of documentation, including frequency and scope of chart audits.

The program utilizes various mechanisms to review documentation quality. Chart review by supervisors, at the very minimum, is reviewed during the first 30 days of a case opening, every 30 days thereafter, and within a week of case closure. Based on their review, determinations/recommendations are provided relating to service authorizations including frequency and modality/type of services, and the match to client's progress & vocational/clinical needs; feedback is provided to direct staff members. Furthermore, clinical supervisors monitor the service documentation of their supervisees; staff meet weekly with their supervisors to review caseload with regard to service strategies, vocational plans & progress, documentation, productivity, etc. On a quarterly basis, the Program Director or Manager/Coordinator conducts a review of randomly selected charts (up to 10 charts, program-wide) to monitor quality & timeliness and provide feedback directly to staff as well as general summaries at staff meetings. The selection is such that each individual provider is reviewed at least annually.

In addition to the program's documentation review, the RAMS Quality Council formally conducts an annual review of randomly selected charts to monitor adherence to documentation standards and protocols. The review committee includes the Council Chair (RAMS Director of Operations), Deputy Chief/Director of Clinical Services, and another council member (or designee). Feedback is provided directly to staff as well as general summaries at staff meetings.

C. Cultural competency of staff and services

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

- Ongoing professional development and enhancement of cultural competency practices are facilitated through a regular training schedule, which includes in-service trainings on various aspects of cultural competency/humility and service delivery (including holistic & complementary health practices, wellness and recovery principles). Trainings are from field experts on various topics. Professional development is further supported by individual supervision (mostly weekly); supervisors and their supervisees' caseload with regard to service strategies, vocational plans & progress, documentation, etc. Furthermore, RAMS annually holds an agency-wide cultural competency training. Training topics are identified through various methods, primarily from direct service staff suggestions and pertinent community issues.
- Ongoing review of vocational services indicators is conducted by the Program Director (and reported to executive management) on monthly basis; data collection and analysis of service engagement (referral source; engagement after intake; number of admissions; service discharge reasons; and service utilization review)

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- Client’s preferred language for services is noted at intake; during the case assignment process, the Program Director matches client with counselor by taking into consideration language, culture, and provider expertise. RAMS also maintains policies on Client Language Access to Services; Client Nondiscrimination and Equal Access; and Welcoming and Access.
- At least annually, aggregated demographic data of clientele and staff/providers is collected and analyzed by management in order to continuously monitor and identify any enhancements needed.
- Development of annual objectives based on cultural competency principles; as applicable, progress on objectives is reported by Program Director to executive management in monthly report. If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action.
- Strengthening and empowering the roles of consumers and their families by soliciting feedback on service delivery and identifying areas for improvement (see Section D. Client Satisfaction).
- RAMS maintains policies and procedures to recruit, retain, and promote at all levels a diverse staff and leadership (including Board of Directors) that reflect the multi-cultural, multi-lingual diversity of the community. Other retention strategies include soliciting staff feedback on agency/programmatic improvements (service delivery, staffing resources); this is continuously solicited by the Program Director and, at least annually, the CEO meets with each program to solicit feedback for this purpose. The agency disseminates staff satisfaction surveys and Human Resources conducts exit interviews with departing staff. All information is gathered and management explores implementation, if deemed appropriate; this also informs the agency’s strategic plan.
- RAMS Quality Council meets quarterly and is designed to advise on program quality assurance and improvement activities; chaired by the RAMS Director of Operations, the membership includes an administrator, director, clinical supervisor, peer counselor, and direct services staff. Programs may also present to this council to gain additional feedback on quality assurance activities and improvement.
- To ensure accountability at all levels, the RAMS CEO meets with the RAMS Board of Directors on a regular basis (approximately monthly) and provides an update on agency and programs’ activities and matters.

D. Satisfaction with services

RAMS adheres to the BHS satisfaction survey protocols which include dissemination annually or biannually. In addition, the Hire-Ability administered its program-developed client satisfaction surveys at case closure or upon request of the client. Furthermore, client feedback is obtained during post- program evaluations, quarterly client advisory council meetings, daily community meetings at the vocational services program, individual meetings between direct service staff and clients, and through a confidential telephone hotline. Results of the survey methods are shared at

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staff meetings, reviewed by the RAMS Quality Council, and reported to executive management. Furthermore, the program facilitates focus groups with clients. All satisfaction survey methods and feedback results are also compiled and reported to executive management along with assessment of suggestion implementation. On an annual to biennial basis, clients attend RAMS Board of Directors meetings to share their experiences and provide feedback.

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

ANSA data is not applicable for this contract; however, as described in previous CQI sections, RAMS continuously utilizes available data to inform service delivery to support positive outcomes.

9. Required Language:

N/A

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Program Name: Broderick Street Adult Residential Facility	Contract Term: 07/01/18 – 06/30/19
	Funding Source: GF/MH realignment/FFP SDMC/Long Term Care

1. Identifiers:

Program Name: Broderick Street Adult Residential Facility
Program Address: 1421 Broderick Street
City, State, ZIP: San Francisco, CA 94115
Telephone/FAX: 415-292-1760/ 415-292-1636
Website Address: www.ramsinc.org

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

Person Completing this Narrative: Angela Tang, RAMS Director of Operations
Telephone: (415) 800-0699
Fax: (415) 751-7336
Email Address: angelatang@ramsinc.org
Program Code(s) (if applicable): 3894-8

2. Nature of Document:

Original Contract Amendment Internal Contract Revision

3. Goal Statement:

To transition & stabilize adults with serious & persistent mental illness and who may have a physical health condition to long-term housing in the community, maintain stability and live in the community and/or reduce the level of care and services. Additionally, goals include: improved emotional/physical well-being and quality of life, positive engagement in the community, awareness and appropriate use of resources, minimizing harm and/or establishing supportive networks to sustain recovery.

4. Target Population:

Adults ages 18-59 years old, with serious & persistent mental illness, including those with co-occurring disorders (mental health and substance abuse), and who may or may not have a physical health condition. The primary sources of resident referrals are from social workers or case managers from acute care or hospital settings or other community residential programs where the client has had difficulty remaining stable due to lack of either clinical or medical support. All residents require the level of treatment care from a licensed Adult Residential Facility (ARF) setting, but not a Skilled Nursing Facility (SNF) level setting.

RAMS Broderick Residential Program serves the 33 adults residing at the Broderick Street Adult Residential Facility (BSARF), an adult residential facility offering permanent housing, funded through the SFDPH Long Term Care. There is a special focus on serving the Asian and Pacific Islander American (APIA) communities, both immigrants and U.S.-born – a group that is traditionally underserved.

5. Modality(s)/Intervention(s) – Behavioral Health Services/Long Term Care

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Units of Service (UOS) Description	Units of Service (UOS)	Unduplicated Clients (UDC)
Case Management (minutes)	5,475	36
Mental Health Services (minutes)	48,801	Included
Medication Support (minutes)	72,540	Included
Crisis Intervention (minutes)	1,790	inclusive
Other Non-MediCal Client Support Services (Long Term Care) – staff hour or client day	10,074	
Total UOS Delivered	128,606 minutes 10,074 day	
Total UDC Served		36

Broderick Street Adult Residential Facility – Long Term Care provides residential services to 33 adult residents. Services include housekeeping, food services, transportation to appointments, nursing/ personal care, daily activities, and administration/program management.

Broderick Street Adult Residential Facility – Behavioral Health Services provides clinical case management, mental health services (individual and group), medication services (evaluation, support), and crisis intervention. The BHS staff and the LTC staff work collaboratively to ensure clients/residents receive a continuum of care, including nursing management and behavioral health services, in the least restrictive environment, improve in wellness, decrease in symptoms, and live a productive life to the best of their potential.

6. Methodology:

Indirect Services (programs that do not provide direct client services): Describe how the program will deliver the purchased services.

Direct Client Services: Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below:

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

BSARF outreach and promotion of the program and services are primarily conducted through Richmond Area Multi-Services, Inc. (RAMS) promotional material, such as agency profile sheets and the website, which describes its history and wide scope of clinical and culturally competent services for consumers as well as other constituents. Agency and program services are also promoted through various community & resource manuals and databases. RAMS has a community organizing component as well as clinical staff, who actively and consistently outreach to monolingual communities and participate in various neighborhood meetings, community events, and informational workshops/fairs. RAMS promotes program services through its active involvement in community partnerships, coalitions, and collaborative agreements with other city contracted agencies, community-based organizations, and affiliates. Additionally, the BSARF program has a brochure that is specifically developed for the program

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and it is available, upon request. It is the intake structure of BSARF that all referrals are directed to the SFDPH Transitions /Placement Office, who receives and reviews, in collaboration with RAMS-BSARF management, the application/intake packet and information. Because the BSARF program is a long-term housing placement and a Direct Access to Housing (DAH) site, there is low turnover and a wait list is not maintained.

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

Long Term Care:

All referrals to the BSARF program are directed to and assessed by the SFDPH Transition team, in collaboration with RAMS-BSARF. Most frequently, the referrals to the Transition team come directly from case managers/social workers from hospitals, acute care facilities, or other community providers who complete and submit a Referral Packet to the team. The Referral Packet includes the following information about the applying resident:

- Demographic information
- Adult and Older Adult Residential Care Facility Referral
- Previous Needs and Service Plan, if available
- MHS 140 (BHS system of care history), if available
- Proof of SSI Eligibility and San Francisco resident status
- Physician’s Report for Community Care Facilities, including TB clearance, and diagnosis
- Functional Capability Assessment
- Pre-placement Appraisal Information form
- Additional medical or clinical information as needed

The SFDPH Transition team along with BSARF intake team, consisting of Administrator/ Program Director, Clinical Manager, and Nurse Manager, reviews the Referral Packet to initially determine if the applying resident meets eligibility requirements and if he/she potentially matches the level-of-functioning of the facility’s current residents. At least one member of the BSARF intake team then visits and interviews the applicant at his/her current placement. After this meeting, the applicant is invited to visit the BSARF site and, as possible meet some of the staff and see the room they will potentially be moving into. An Initial Risk Assessment is completed by the Clinical Manager to gather the necessary clinical information to assess the clinical needs of the potential resident.

The result of the Referral Packet review, interview, and program visit is discussed at the next immediately scheduled Clinical Meeting, which includes participation of the BSARF Administrator, Clinical Manager, Nurse Manager, and Psychiatric Nurse Practitioner as well as the program Behavioral/Mental Health Counselors. Concerns, issues or the need for additional information are addressed by phone with either the referring agency/referral source or the SFDPH Transition Coordinator. Finally, the applying resident and case manager are notified of the intake team’s decision for admittance to the BSARF program. When appropriate, a move-in date is also scheduled. The following documents are completed during the new resident intake process:

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- Summary DPH Notice of HIPAA Privacy Practices
- BSARF Admission Agreement
- BSARF House Rules
- Consent for Behavioral Health Services
- Resident Rights & Grievance Procedure and Acknowledgement of Receipt of Materials
- Advance Care Directives
- Insurance/Medi-Cal/Medicare information (Printout or BIC Card)
- Authorization for Use or Disclosure of Protected Health Information
- Initial Psychiatric Evaluation
- Consent for the use of Psychotropic Medication (if applicable)
- Photograph of the resident

Each referring agency/referral source is responsible for arrangement & coordination of the resident’s SSI payments, while the Office Manager tracks each resident’s monthly rent payment and in collaboration with the Administrator addresses any concerns with the referring agencies/referral source.

Behavioral Health Services:

Once clients enter BSARF, they are assigned a Behavioral/Mental Health Counselor who provides an orientation to the program structure (e.g. building/room locations, groups and activities schedule, meal and snack times, emergency procedures). The residents/clients are formally introduced to the house community (other residents) at the next community meeting (which occur twice-weekly).

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

Long Term Care and Behavioral Health Services:

The Broderick Street Adult Residential Care Facility (BSARF) is located at 1421 Broderick Street in San Francisco and is a partnership between Richmond Area Multi-Services, Inc. (RAMS) and Behavioral Health Services (BHS) Transition Team of the San Francisco Department of Public Health (SFDPH). The program is an adult residential facility that operates 24-hours, 7-days-a-week, and serves individuals, ages 18-59 years, with the intention that the facility is the resident’s long-term and permanent place of residence. Additionally, the facility can retain up to 25% of its total population for those who surpass the 59 year old age limit, provided their required care does not exceed what the facility can provide. The BSARF is licensed by the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) and can accommodate up to 33 occupants, at any given time. All the residents of BSARF are also considered clients of BHS, and care-managed through RAMS Outpatient Services.

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The program at BSARF includes a wide variety of services for the 33 residents. As required by the CDSS-CCLD for adult residential facilities, the program offers basic care & supervision, lodging, nutritious meals & snacks, van transportation to/from appointments, and various activity groups that focus on specific symptom and behavior issues leading to enhance socialization and healthy expressions of emotions/needs. To further support the rehabilitation of the residents, outpatient behavioral health and medication support services are provided on-site, and funded through the BHS portion of the contract. BSARF weekly programming of client activities which includes the following: individual and group therapy; structured weekly social and engagement activities including: art, music, relaxation/meditation, healthy lifestyles, twice weekly community meetings, as well as activity and movement groups, etc. The program recognizes that each resident has different interests, abilities, ways in expressing needs and emotions, learning processes, and knowledge. Clinical staff members facilitate the therapeutic groups that provide additional structure for residents, address specific symptom and behavior issues, and promote socialization and a sense of community. Residents' participation in the groups is voluntary, and attendance and applicable progress records are documented and maintained according to regulations. The Community Meetings are a general venue where residents have the opportunity to have their voices/concerns heard and give input as to the quality of their living environment and services provided. Residents are also encouraged and educated on how to utilize and access resources that already exist within the City & County of San Francisco. A more detailed description of these additional services can be found in the RAMS contract with SFDPH-BHS.

Medication management, including culturally competent psychiatric evaluation and assessment and on-going monitoring of prescribed medications is provided by nurse practitioners, registered nurses, and licensed vocational nurses. The program's medication support services staff offers daily medication evaluation and assessments, with capacity and coverage to increase accessibility.

D. Discharge Planning and exit criteria and process, i.e., a step-down to less intensive treatment programs, the criteria of a successful program completion, aftercare, transition to another provider, etc.

Long Term Care:

The BSARF facility is a permanent housing site; there is low turnover and a wait list is not maintained. Assessment for the appropriateness of services to the residents' level of functioning is continually conducted, on an on-going basis. If a resident ages out of the program or requires care beyond what the facility can safely provide due to physical or psychological decline, the SFDPH Coordinator for Placement Support will be notified as well as the residents conservator or family member. Typically, a case conference will be held to discuss the resident's emergent level of care needs and to identify a plan for a transition to an appropriate level of care. Additionally, as mandated by the state, the resident will be given a 30 day notice. The RAMS-BSARF Behavioral/Mental Health Counselor will assist with appropriate service linkages in the community and will provide support and assistance during the transition process. Should a client be stabilized and progressed enough to live more independently, then the RAMS-BSARF Behavioral Health Counselor, along with program management, will also assist appropriate service/housing linkages in the community and will provide assistance during the transition process.

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Behavioral Health Services:

The primary program goal is to support the client’s ability to maintain stability and live in the community and/or reduce the level of care and services. As such, exit criteria would include moving out of the Broderick Facility to either a higher/lower level of care and services.

- E. Program staffing (which staff will be involved in what aspects of the service development and delivery). Indicate if any staff position is not funded by DPH.

All staff at the BSARF site are employees of RAMS; however, the funding is collaboratively provided by Behavioral Health Services (BHS) and Long Term Care. The BHS contract provides the funding for the Broderick Street Residential Program staff, which provides outpatient behavioral/mental health and medical support services; the Long Term Care funds the staff of the residential services component, which includes basic care and supervision, lodging, nutritious meals and snacks, van transportation to/from appointments, and various activity groups.

Long Term Care:

- Administrator/Program Director – oversee the operations of the program; supervise the managers; liaison with SFDPH, community care licensing, placement and other stakeholders
- Office Manager/Coordinator – manage the overall administrative operations of the residence, including supervising kitchen staff, driver, money management, repair and maintenance
- Certified Nurse Aide/Home Aide – provide nursing and personal care to residents, some housekeeping
- Chef/Cook/Cook Assistant – provide complete food services to residents
- Driver/Program Assistant – provide transportation to residents for outings, medical appointments, etc.
- Program Assistant/Receptionist – reception at front desk, monitor residents coming and going of the facility
- Maintenance Workers (Janitor, Maintenance Engineer) – general maintenance of the building/facility

Behavioral Health Services:

- Behavioral/Mental Health Counselors – provides clinical case management, individual and group therapy/counseling, crisis management
- Nurse – provides medication support for clients
- Clinical Coordinator/Manager – manage and coordinate the clinical services for the clients; supervise behavioral/mental health counselors; provides clinical case management, individual and group therapy/counseling, crisis management
- Clinical Nurse Manager – manages the complicated medical and psychiatric needs of the clients
- Program Support Analyst/Assistant – support the administrative/billing services
- Psychiatrist/NP – provides psychiatric/medication services

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Additionally, BSARF has a Doctoral Psychology Intern of the RAMS Training Center who participates in the delivery of services at this site (position is funded by SFDPH BHS Adult/Older Adult Outpatient Services contract).

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Adult & Older Adult Performance Objectives FY 18-19, and Adult Residential Mental Health.

8. Continuous Quality Improvement:

A. Achievement of contract performance objectives and productivity

RAMS continuously monitors progress towards contract performance objectives and has established information dissemination and reporting mechanisms to support achievement. All direct service providers are informed (e.g. via weekly clinical staff meetings, etc.) about objectives and the required documentation related to the activities and treatment outcomes; for example, staff are informed and prompted about recording referrals to vocational rehabilitation services in Avatar. With regards to management monitoring, the Program Director reports progress/status towards each contract objective in the monthly report to executive management (including Deputy Chief/Director of Clinical Services and Chief Executive Officer). If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action. The data reported in the monthly report is on-goingly collected, with its methodology depending on the type of information; for instance, the RAMS Information Technology/Billing Information Systems (IT/BIS) department extracts data from the Avatar system to develop a report on units of service per program code/reporting unit. In addition, the Program Director and Clinical Manager monitor treatment progress (level of accomplishing treatment goals/objectives), treatment discharge reasons, and service utilization review. RAMS also conducts weekly chart reviews to review adherence to objectives as well as treatment documentation requirements.

B. Quality of documentation, including a description of the frequency and scope of internal chart audits

The program utilizes various mechanisms to review documentation quality. The Nurse Manager reviews documentation of services for long term care. On a weekly basis, the Clinical Manager conducts a review of (Avatar) charts (3-5 cases) to monitor quality & timeliness and provide feedback directly to staff and, as needed, general themes/summaries may be reported at staff meetings. This ongoing review method results in each client case being reviewed multiples times, annually. In addition, direct services providers meet weekly with their clinical supervisors to review caseload with regard to intervention strategies, treatment plans & progress, documentation, productivity, etc. Furthermore, clinical documentation is reviewed by the service utilization committee, led by the Program Director (Licensed Marriage & Family Therapist). Based on the review, the committee determines service authorizations including frequency of treatment and modality/type of services, and the match to client's progress & clinical needs; feedback is provided to direct clinical staff members.

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In addition to the program's documentation review, the agency's Quality Council conducts a review of randomly selected charts to monitor adherence to documentation standards and protocols. The review committee includes the Council Chair (RAMS Director of Operations), Deputy Chief/Director of Clinical Services, and another council member (or designee). Feedback will be provided directly to staff as well as general summaries at staff meetings.

C. Cultural competency of staff and services

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

- Ongoing professional development and enhancement of cultural competency practices are facilitated through a regular agency-wide training schedule, which includes weekly in-service trainings on various aspects of cultural competency/humility and service delivery (including holistic & complementary health practices, wellness and recovery principles); trainings are from field experts on various clinical topics. BSARF also holds weekly clinical meetings which include case conferences, a platform for the practitioner to gain additional feedback regarding intervention strategies, etc. Professional development is further supported by individual weekly clinical supervision. Furthermore, RAMS annually holds an agency-wide cultural competency training. Training topics are identified through various methods, primarily from direct service staff suggestions and pertinent community issues.
- Ongoing review of treatment indicators is conducted by the Program Director (and reported to executive management) on a monthly basis; data collection and analysis of treatment progress, treatment discharge reasons, and service utilization review.
- Client's preferred language for services is noted at intake; during the case assignment process, the Program Director matches client with counselor by taking into consideration language, culture, and provider expertise. RAMS also maintains policies on Client Language Access to Services; Client Nondiscrimination and Equal Access; and Welcoming and Access.
- At least annually, aggregated demographic data of clientele and staff/providers is collected and analyzed by management in order to continuously monitor and identify any enhancements needed.
- Program structure integrates clients' cultural and holistic & complementary health beliefs such as monthly cultural celebrations, weekly group schedule includes, mindfulness meditation, and regular outings for cultural experiences (e.g. festivals, music, meals).

Contractor Name: Richmond Area Multi-Services, Inc.	Appendix A-4
Program Name: Broderick Street Adult Residential Facility	Contract Term: 07/01/18 – 06/30/19
	Funding Source: GF/MH realignment/FFP SDMC/Long Term Care

- Development of objectives based on cultural competency principles; as applicable, progress on objectives is reported by Program Director to executive management in monthly report. If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action.
- Strengthening and empowering the roles of consumers and their families by soliciting feedback on service delivery and identifying areas for improvement (see Section D. Client Satisfaction).
- RAMS maintains policies and procedures to recruit, retain, and promote at all levels a diverse staff and leadership (including Board of Directors) that reflect the multi-cultural, multi-lingual diversity of the community. Other retention strategies include soliciting staff feedback on agency/programmatic improvements (service delivery, staffing resources); this is continuously solicited by the Program Director and, at least annually, the CEO meets with each program to solicit feedback for this purpose. The agency disseminates staff satisfaction surveys and Human Resources conducts exit interviews with departing staff. All information is gathered and management explores implementation, if deemed appropriate; this also informs the agency's strategic plan.
- RAMS Quality Council meets quarterly and is designed to advise on program quality assurance and improvement activities; chaired by the RAMS Director of Operations, the membership includes an administrator, director, clinical supervisor, peer counselor, and direct services staff. Programs may also present to this council to gain additional feedback on quality assurance activities and improvement.
- To ensure accountability at all levels, the RAMS CEO meets with the RAMS Board of Directors on a regular basis (approximately monthly) and provides an update on agency and programs' activities and matters.

D. Satisfaction with services

BSARF annually administers its own multi-lingual Resident Satisfaction Survey. Ongoing client feedback is solicited in the twice weekly community meetings. After reviewing with staff, program adjusts practice to better providing services to residents as appropriate, e.g. cultural food preference, holiday celebrations, group ideas, etc. Results of the surveys and other feedback are shared at staff meetings, reviewed by the RAMS Quality Council, and reported to executive management. Assessment of feedback implementation is conducted by program management and, in discussion with executive management. On an annual to biennial basis, clients attend RAMS Board of Directors meetings to share their experiences and provide feedback.

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

As described in the previous CQI sections, RAMS continuously utilizes available data to inform service delivery to support positive treatment outcomes.

Contractor Name: Richmond Area Multi-Services, Inc.	Appendix A-4
Program Name: Broderick Street Adult Residential Facility	Contract Term: 07/01/18 – 06/30/19
	Funding Source: GF/MH realignment/FFP SDMC/Long Term Care

9. Required Language:

N/A

Contractor Name: Richmond Area Multi-Services, Inc.	Appendix A-5
Program Name: APIMHC	Contract Term: 07/01/18 through 06/30/19
	Funding Source: (non-BHS only)

1. Identifiers:

Program Name: Asian & Pacific Islander Mental Health Collaborative (APIMHC)
Program Address: 4020 Balboa Street
City, State, Zip: San Francisco, CA 94121
Telephone: (415) 668-5998
Fax: (415) 668-5996
Website Address: www.ramsinc.org

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

Person Completing this Narrative: Angela Tang, Director of Operations
Telephone: 415-800-0699
Email Address: angelatang@ramsinc.org

Program Code: Not Applicable.

2. Nature of Document

Original Contract Amendment Internal Contract Revision

3. Goal Statement

To promote mental wellness, increase awareness of mental health, and reduce the stigma of mental illness in all ethnicities and populations, with a special focus on the unique cultural and linguistic needs of Filipino, Samoan, and Southeast Asian (Cambodian, Laotian, & Vietnamese) communities in San Francisco by implementing culturally and linguistically congruent mental health promotion activities across the lifespan in community settings.

4. Target Population

Asian Americans & Pacific Islander (AA & PI), experiencing the most significant mental health disparities in mental health services and service providers that include Filipinos, Samoans, and Southeast Asians (Cambodian, Laotian, & Vietnamese) who reside in predominantly low-income areas of San Francisco as identified by the following zip codes: South of Market (94103), Tenderloin (94102, 94109), Bayview-Hunters Point (94124), Potrero Hill (94108), and Visitacion Valley (94134). APIMHC will serve seniors, adults, families, transitional age youth, youth, and children, including all gender types and sexual orientations as well as limited English speaking individuals.

Richmond Area Multi-Services, Inc. (RAMS) is the lead agency of APIMHC and its collaborative partners are six partners representing the Filipino, Samoan, and Southeast Asian (Cambodians, Laotian, & Vietnamese) communities. Each lead partner organization will implement their respective workplans specifically designed to address the unique cultures, languages, and experiences of the aforementioned groups. Each community workgroup consists

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	Funding Source: (non-BHS only)

of at least 6-8 community-based organizations and at least 24 community members, with an average of about 8 from each of the three communities. The three groups have representatives from the following agencies:

- *Filipino Mental Health Initiative-SF* – Bayanihan Community Center, South of Market Family Resource Center, Galing Bata Afterschool Program at Bessie Carmichael Elementary School, SOMCAN, Babae, Veterans Equity Center, Pinay Educational Partnerships, Mabuhay Health Center, San Francisco State University, West Bay Multi-Services Center, SOMA FACT team, and other community organizations and members
- *Samoan Wellness Initiative* – Samoan Community Development Center, YMCA Beacon, Asian American Recovery Services, United Players, Samoan Churches (Body of Christ Church and Word of Life Church), and other community organizations and members
- *Southeast Asian Mental Health Initiative* – Vietnamese Youth Development Center, Lao Seri Association, Southeast Asian Community Center, Vietnamese Family Services Center, Cambodian Community Development Inc., and other community organizations and members

5. Modality(ies)/Interventions

Outreach and Engagement

APIMHC will implement culturally-relevant mental health outreach and engagement activities, reaching at least 2,000 individuals with a focus on Asian Americans and Pacific Islanders (AA&PI). Activities include:

- Cultural Specific Community Gatherings/Celebrations/Festivals
- Community Workgroup Meetings
- Develop Community-Specific materials

Screening and Assessment

APIMHC will screen and assess at least 80 individuals with an emphasis on AA&PIs for behavioral health needs and/or basic/holistic needs using an AA&PI-specific assessment tool developed by RAMS and community partners.

- Screen and assess 80 individuals for behavioral health needs and/or basic / holistic needs
- Refer 80 identified individuals needing behavioral health needs and/or basic / holistic needs
- Provide ongoing technical assistance in administering culturally-relevant screening and assessment of community individuals

Wellness Promotion

APIMHC will implement culturally-relevant mental health promotion activities, reaching 400 individuals with a focus on Asian Americans and Pacific Islanders (AAs & PIs). Of the 400 participants in culturally-relevant wellness promotion activities, 320 (80%) will demonstrate increased knowledge about mental health issues. Activities will include, but are not limited to:

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- Mental health awareness and promotion using community-specific, culturally relevant psycho-education curriculum developed by APIMHC
- Community digital story viewing and dialogue (anti-stigma presentations)
- Cultural/Topic Specific Groups
- Community Garden

Service Linkage

At least 80 individuals with an emphasis on AA&PIs identified through screening as needing behavioral health services and/or basic/holistic services will receive case management/service linkage services and have a written case service plan with stated service objectives/goals. Of the 80 cases, 70 will have met at least one stated goal in their case service plan.

6. Methodology

Service Delivery Methodology

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

The community-based organizations (CBOs) who are already members of the community workgroups are committed to support this contract. APIMHC is designed with a special emphasis and expertise to serve 1) Filipinos through the Filipino Mental Health Initiative-SF (FMHI-SF) led by Filipino-American Development Foundation/Bayanihan Community Center (FADF-BCC); 2) Samoans and Pacific Islanders through the Samoan Wellness Initiative led by Samoan Community Development Center (SCDC); 3) Cambodians through the Southeast Asian Mental Health Initiative (SEAMHI) led by Cambodian Community Development, Inc. Also served by the CCDI is Mongolians; 4) Laotian through SEAMHI led by the Lao Seri Association. Also served by this agency are Thais; 5) Vietnamese adults and seniors who are monolingual/limited English through the Southeast Asian Mental Health Initiative led by Vietnamese Family Service Center; and 6) Vietnamese, other Southeast Asian, South Asian youth through the Southeast Asian Mental Health Initiative led by Vietnamese Youth Development Center (VYDC), who is also committed to serving all youth in the Tenderloin and across SF.

Activities will be promoted via flyers in both English and each native language (flyers are emailed to all community partners and affiliates and posted in each partner organization and community), word of mouth, and by personal invitation by each organization’s staff, RAMS partners, APIHPC members and on listserv, and other collaborative members.

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

Per the 2011-12 community needs assessment on identifying barriers and stigma around mental health services in API communities, Samoan, Filipino, and Southeast Asian (Cambodian, Laotian, & Vietnamese) groups experience the most disparities in mental health services and providers. APIMHC will admit and enroll participants in the proposed activities: outreach and

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engagement, screening and assessment, wellness promotion activities, and service linkage to all ethnicities and populations, with a special focus on Filipinos, Samoans and Pacific Islanders, Cambodians and Mongolians, Laotians and Thais, and Vietnamese, particularly those residing in predominantly low-income areas of San Francisco as identified by the following zip codes: South of Market (94103), Tenderloin (94102, 94109), Bayview (94124), Potrero Hill (94108), and Visitacion Valley (94134). APIMHC's efforts will serve ethnicities and populations, with a special focus on Filipinos, Samoans and Pacific Islanders, Cambodians and Mongolians, Laotians and Thais, and Vietnamese across all ages, gender types, and sexual orientations. The intake criteria are:

- **Outreach And Engagement Activities:** No intake criteria.
- **Screening and Assessment:** Screening and assessment tool developed by RAMS and community partners will be used to identify individuals with an emphasis on AA & PIs as needing behavioral health services and/or basic/holistic services. Individuals can self-refer or be referred for screening and assessment, which will be integrated into APIMHC activities. Such individuals will be referred for services.
- **Wellness Promotion Activities** for all ethnicities and populations, with a special focus on Filipinos, Samoans and Pacific Islanders, Cambodians and Mongolians, Laotians and Thais, and Vietnamese: 1) Psycho-education curriculum workshops will be open groups (community-wide), with at least 6 - 8 participants recruited from all APIMHC and community partner events and activities, including other partners. APIMHC partners will offer at least 10-12 workshops throughout the year and each session will be 90 minutes to 2 hours. Workshops will be facilitated by trained bicultural/bilingual facilitators. 2) Anti-stigma presentations through digital stories will continue and can be embedded into curriculum workshops or as stand-alone events. Participants will be recruited from APIMHC and community partner events and activities, other partner events, community/cultural events, and through referrals and by invitation; 3) Cultural/Topic Specific Groups will be formed based on a cultural topic or topic of interest with at least 4 - 6 participants recruited from open groups and other APIMHC and community partner events and activities. Groups will meet either weekly or monthly and lead by a bicultural/bilingual individual. Group will work together to determine group goals and activities to meet such goals, as well as the structure: open or closed.
- **Service Linkage:** Individuals, with an emphasis on AA & PIs, will be referred to case management/service linkage services upon being identified as having behavioral health/basic/holistic needs through the completion of an AA&PI cultural-specific assessment tool. These individuals consenting to receiving services will then be admitted to the APIMHC case management/service linkage program. Together with a case manager, individuals will develop a case/care plan (with several goals) to address their needs.

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- C. Service delivery model, including treatment modalities, phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, etc.

OUTREACH AND ENGAGEMENT

APIMHC will implement culturally-relevant mental health outreach and engagement activities, reaching at least 2,000 individuals with a focus on Asian Americans and Pacific Islanders (AA&PI). Information about APIMHC and community partner’s activities and services will be distributed. Activities include:

- Cultural specific community gatherings/celebrations/festivals: Each community workgroups will organize community wide outreach and engagement events in special fairs and/or community gatherings in the community and at temples or churches and other community functions. In addition, community partners will organize and plan cultural specific events to celebrate specific festivals and traditional holidays. At such events, the emphasis will be on cultural performances, sharing of traditional and ceremonial practices and beliefs, sharing of traditional meals, imparting of spiritual and healing practices, Monk blessings, exchanging resources through networking opportunities, engaging in meaningful ways, among others. **Lao Seri, CCDL, VYDC, and VFSC** will celebrate Mid-Autumn Festival in September. **SCDC** will organize a community day in bringing together families, various religious denominations, and interested individuals. **FMHI-SF** will plan a Kwentuhan (storytelling) event bringing together community members, providers, and interested individuals to dialogue about mental health issues and resources. Each event lasts four to six hours. Other APIMHC activities and plans will be distributed/shared with participants.
- Community Workgroup Meetings: Each community workgroup will convene to discuss progress, share best practices, disseminate program information, provide support to all workgroup members, and to assess missing representation among each of the 3 workgroups.
- Develop Community-Specific resources and materials: Each community partner will continue to compile resource list of services and resources that can help support partner’s specific population. Such services include basic, holistic, and behavioral health for referrals and service linkage. The list will serve as a helping “guide” and also identify gaps in services and resources for AA&PI communities. Materials will be used to promote community activities.

SCREENING AND ASSESSMENT

APIMHC partners will screen and assess 80 individuals with an emphasis on AA & PIs, using a culturally appropriate screening tool developed by RAMS & APIMHC partners to identify behavioral health and/or basic/holistic needs. Community partner staff will then provide referral for 80 individuals to appropriate resources to individuals identified as needing behavioral health and/or basic/holistic needs through the screening tool.

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WELLNESS PROMOTION

APIMHC will implement culturally-relevant mental health promotion activities, reaching 400 individuals with a focus on Asian Americans and Pacific Islanders (AAs & PIs).

- **Implement Psycho-Education Curriculum:** Each of the APIMHC partners will hold a series of wellness promotion workshops that will deliver the content of a psycho-education curriculum that promotes culturally specific wellness strategies. Curriculum design is a collaborative effort between RAMS and each of APIMHC community partners. While RAMS provides expertise on mental health issues, each partner will tailor the curriculum to address cultural specific issues within their communities. The curriculum has four core areas, focusing on meaningful ways to integrate conventional and traditional health practices and beliefs: Understanding the basics of mental health/mental illness; Exploring the impact of trauma and community issues; Interventions and Treatments; and, How to Help/Respond). A large portion of the 2-hour sessions will be dedicated to community discussion related to the curriculum core areas in order to get a better and deeper understanding of how each specific group perceive and describe mental health and/or mental illness in their own language and cultural understanding. Discussions will also identify gaps in existing services and resources and begin building enabling services to help individuals access and/or overcome barriers to services. Format of the workshops will vary to accommodate the needs of each partnering communities. In general, each partner will conduct at least 10-12 sessions to cover all the materials in the curriculum. There will be at least 6-8 participants in each workshop.
- **Anti-Stigma Presentations:** Each community partner will continue to conduct anti-stigma presentations through digital story viewing and dialogue, with the goal of raising awareness of mental health and reducing stigma. 14 digital stories anchor this activity and each partner will screen their community/language specific digital stories. Some of the stories were told through the storyteller's primary language and other stories were told in English. A wide range of issues were covered in the stories to include war and community trauma, PTSD, immigration and acculturation, personal suffering and obligations, gambling, domestic violence, identity, refugee experience, generational and cultural gaps, resilience, traditional healing practices and beliefs, among others. Each viewing and dialogue session will be about 2-3 hours usually at community settings. Viewing and dialogue will either be embedded into the curriculum sessions or as a stand-alone activity.
- **Cultural/Topic Specific Group:** APIMHC partners - Cambodian, Filipino, Laotian, and Samoan - will develop and implement cultural specific groups to promote overall wellness of members within the communities. Format and content of the groups will be determined by community partners to best accommodate the needs of their respective communities. Groups will meet weekly or monthly and facilitated by bicultural/bilingual facilitators. Each group will formulate their own goals and activities to address specific issues and topics that are prevalent in each community. Sample topics/activities may include: drumming circles, cooking, dancing, domestic violence, immigration experience,

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parenting, youth, coping and dealing with stress, among others. *New* for SWI is that it will include Pacific Islander LGBTQ families.

- FMHI-SF will continue to offer various wellness promotion activities like: 1) English/Tagalog Mental Health First Aid Workshops: FMHI-SF will conduct training workshops for seniors, community members, and providers to provide basic education around issues of mental health wellness. The 8-hour training will be facilitated in Tagalog and English by a Tagalog speaking MHFA trainer. Workshops will be taught in either 2 4-hour sessions or 4 2-hour sessions. Participants will be recruited from FADF-BCC programs, FMHI-SF events and activities, other partner events, schools, and through referrals from other agencies, and even churches. Workshops will be facilitated by trained bicultural and bilingual facilitators certified in the MHFA training. A large portion of the 2-hour sessions will be dedicated to community discussion related to the curriculum core areas in order to get a better and deeper understanding of how Filipinos perceive and describe mental health and/or mental illness in their own language and cultural understanding. Discussions will also identify gaps in existing services and resources and begin building enabling services to help individuals access and/or overcome barriers to services. Facilitators will be bicultural/bilingual individuals who will be trained in all areas of curriculum delivery; 2) A large portion of each session will be dedicated to engage participants into discussions related to mental health and self-care in hope to get a better understanding of how creating music have the power to console, heal, and restore wellness; and, 3) 10-Zumba sessions throughout the fiscal year.

SERVICE LINKAGE

Upon screening individuals with an emphasis on AAs & PIs for behavioral health services and/or basic/holistic services, community partner program staff will develop case/care plans for at least 80 individuals to meet these needs. Program staff will then provide case management/service linkage services to at least 70 of these individuals to support them in achieving service objectives identified in their case/care plan. Upon exiting the program, these individuals would have completed at least one stated objective in their case/care plan.

D. Discharge planning and exit criteria and process

Each community workgroups will measure the number of participants who attend or participate in their planned activities and services. Successful completion will be determined by:

- Outreach and Engagement: # of events completed; # of participants attending events
- Screening and Assessment: # of individuals screened and assessed; then referred for services
- Wellness Promotion: # of activities completed; # of participants completing activities
- Service Linkage: # of individuals successfully meeting at least ONE goal on their case/care plan

E. Program staffing

See Appendix B CRDC page.

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- APIMHC Project Coordinator will coordinate project activities with six collaborative partners representing the Cambodian (1), Filipino (1), Laotian (1), Samoan (1), and Vietnamese (2) communities to strengthen their capacity to implement culturally and linguistically competent mental health promotion activities in community settings. The Project Coordinator will report directly to the Director of Clinical Services and also work closely with the Mental Health Consultants, CEO, and CFO as well as SF-MHSA BHS. This is a full-time position.
- Mental Health Consultant provides mental health consultation to the workgroups in supporting them in all activities and services and any other mental health related issues that may arise.
- Director provides guidance and support to Project Coordinator, Mental Health Consultant and workgroups in service delivery and evaluation.

Each workgroup lead organization will fulfill work plans in meeting goals/objectives.

F. Mental Health Services Act Programs

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

Through the whole process, community members (seniors, adults, families, including all gender and sexual orientation) will be outreached to, recruited from, and engaged by the identified community-based organizations via flyers, word of mouth, print media, and social media. They (along with service providers) will be involved in the design and implementation of their multi-component, community-driven mental health promotion activities in their respective community settings.

2. MHSA Vision: The concepts of recovery and resilience are widely understood and evident in the programs and service delivery

APIMHC's activities will promote strength-based, culturally competent mental health promotion activities in seniors, adults, families, and youth. The Collaborative will work to strengthen community capacity to respond to individual, family, or community trauma. We will tap into each community's resilience and members to support our efforts. And thus, expanding and shifting the role of individuals, families, and communities (Cambodians, Filipino, Laotians, Samoans, and Vietnamese in creating effective strategies for increasing awareness of mental health, reducing the stigma of mental illness, and promoting mental wellness in culturally and linguistically congruent ways.

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7. Objectives and Measurements

All applicable objectives, and descriptions of how objectives will be measured, are contained in the document entitled MHSa Population Focused Performance Objectives FY18-19.

8. Continuous Quality Assurance and Improvement

A. Achievement of contract performance objectives and productivity

RAMS continuously monitors progress towards contract performance objectives and has established information dissemination and reporting mechanisms to support achievement. All staff (including direct service providers) is informed about objectives and the required documentation related to the activities and service delivery outcomes. With regards to management monitoring, the Program Director reports progress/status towards each contract objective in the monthly report to executive management (including Deputy Chief/Director of Clinical Services and Chief Executive Officer). If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action. The data reported in the monthly report and collection is on-going, with its methodology depending on the type of information.

B. Documentation quality, including a description of any internal audits

RAMS utilizes various mechanisms to review documentation quality. Documentation reviews are conducted by Program Director on a quarterly basis; based on these reviews, determinations/recommendations are provided relating to frequency and modality/type of services, and the match to community partners' progress & needs. Feedback is provided to staff/providers while general feedback and summaries on documentation and service quality topics are integrated throughout staff/community meetings and other discussions. Furthermore, supervisors monitor the documentation of their supervisees; most staff meets weekly with their supervisors to review activities (e.g. workplan progress), documentation, productivity, etc.

C. Measurement of cultural competency of staff and services

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

- Ongoing professional development and enhancement of cultural competency practices are facilitated through a regular training schedule, which includes in-service trainings on various aspects of cultural competency/humility and service delivery (including holistic & complementary health practices, wellness and recovery principles). Trainings are from field experts on various topics. Professional development is further supported by weekly

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group supervision. Furthermore, RAMS annually holds an agency-wide cultural competency training. Training topics are identified through various methods, primarily from direct service staff suggestions and pertinent community issues.

- Ongoing review of services indicators is conducted by the Program Director (and reported to executive management) on monthly basis.
- Client’s culture, preferred language for services, and provider’s expertise are strongly considered during the case assignment process. RAMS also maintains policies on Client Language Access to Services; Client Nondiscrimination and Equal Access; and Welcoming and Access.
- Development of annual objectives based on cultural competency principles; as applicable, progress on objectives is reported by Program Director to executive management in monthly report. If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action.
- Strengthening and empowering the roles of consumers and their families by soliciting feedback on service delivery and identifying areas for improvement (see Section D. Client Satisfaction).
- RAMS maintains policies and procedures to recruit, retain, and promote at all levels a diverse staff and leadership (including Board of Directors) that reflect the multi-cultural, multi-lingual diversity of the community. Other retention strategies include soliciting staff feedback on agency/programmatic improvements (service delivery, staffing resources); this is continuously solicited by the Program Director and, at least annually, the CEO meets with each program to solicit feedback for this purpose. The agency administers staff satisfaction surveys and Human Resources conducts exit interviews with departing staff. All information is gathered and management explores implementation, if deemed appropriate; this also informs the agency’s strategic plan.
- RAMS Quality Council meets quarterly and is designed to advise on program quality assurance and improvement activities; chaired by the RAMS Director of Operations, the membership includes an administrator, director, clinical supervisor, peer counselor, and direct services staff. Programs may also present to this council to gain additional feedback on quality assurance activities and improvement.
- To ensure accountability at all levels, the RAMS CEO meets with the RAMS Board of Directors on a regular basis (approximately monthly) and provides an update on agency and programs’ activities and matters.

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D. Measurement of client satisfaction

APIMHC administers a *Participant Feedback Survey* which measures satisfaction as well as increased knowledge about mental health issues. The surveys are tabulated and the data is summarized. The Program Director compiles, analyzes, and presents the results of surveys to staff, RAMS Executive Management, and the RAMS Quality Council. The Program Director also collaborates with staff, RAMS Executive Management, and Quality Council to assess, develop, and implement plans to address issues related to client satisfaction as appropriate.

E. Measurement, analysis, and use of ANSA data

ANSA data is not applicable for this contract; however, as described in previous CQI sections, RAMS continuously utilizes available data to inform program service delivery to support positive outcomes.

9. Required Language

Not applicable.

Appendix B

Calculation of Charges

1. Method of Payment

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

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed \$446,820 (25%) of the General Fund and Prop 63 portion of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. Program Budgets and Final Invoice

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

Budget Summary

- Appendix B-1 Adult Outpatient
- Appendix B-2 Outpatient Peer Counseling Service
- Appendix B-3 Employee Development
- Appendix B-4 Broderick Residential HUH
- Appendix B-5 API Mental Health Collaborative

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 Nine Hundred Ninety Five Thousand Two Hundred Twenty Eight Dollars (\$9,995,228)** for the period of July 1, 2018 through June 30, 2020.

CONTRACTOR understands that, of this maximum dollar obligation, **\$1,070,917** 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	\$ 4,407,067
July 1, 2019 through June 30, 2020	\$ 4,517,244
Subtotal - July 1, 2018 through June 30, 2020	\$ 8,924,311
Contingency	\$ 1,070,917
TOTAL - July 1, 2018 through June 30, 2020	\$ 9,995,228

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

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

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number 00343		Summary Page 1 of 1				
Legal Entity Name/Contractor Name Richmond Area Multi-Services, Inc.		Fiscal Year 2018-2019				
Contract ID Number 1000010838		Funding Notification Date 08/20/18				
Appendix Number	B-1	B-2	B-3	B-4	B-5	B-#
Provider Number	3894	3894	3894	3894	3894	
Program Name	Adult Outpatient Services Clinic	Outpatient Peer Counseling Services	Employee Development	Broderick Street Residential	API Mental Health Collaborative	
Program Code	38943	TBD	38B62	38948	TBD	
Funding Term	7/1/2018-6/30/2019	7/1/2018-6/30/2019	7/1/2018-6/30/2019	7/1/2018-6/30/2019	7/1/2018-6/30/2019	
FUNDING USES						TOTAL
Salaries	\$ 1,357,544	\$ 37,479	\$ 73,876	\$ 1,218,458	\$ 83,772	\$ 2,771,129
Employee Benefits	\$ 393,688	\$ 6,746	\$ 26,595	\$ 462,417	\$ 19,268	\$ 908,714
Subtotal Salaries & Employee Benefits	\$ 1,751,232	\$ 44,225	\$ 100,471	\$ 1,680,875	\$ 103,040	\$ 3,879,843
Operating Expenses	\$ 140,000	\$ 920	\$ 12,676	\$ 245,920	\$ 219,675	\$ 619,191
Capital Expenses						\$ -
Subtotal Direct Expenses	\$ 1,891,232	\$ 45,145	\$ 113,147	\$ 1,926,795	\$ 322,715	\$ 4,299,034
Indirect Expenses	\$ 226,947	\$ 5,416	\$ 13,578	\$ 231,215	\$ 38,726	\$ 515,882
Indirect %	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%
TOTAL FUNDING USES	\$ 2,118,179	\$ 50,562	\$ 126,725	\$ 2,158,010	\$ 361,440	\$ 4,814,916
					Employee Benefits Rate	32.3%
BHS MENTAL HEALTH FUNDING SOURCES						
MH Adult Fed SDMC FFP (50%)	\$ 932,674			\$ 291,388		\$ 1,224,062
MH Adult State 1991 MH Realignment	\$ 515,080		\$ 49,778	\$ 200,394		\$ 765,252
MH Adult County General Fund	\$ 569,223		\$ 76,947	\$ 178,499		\$ 824,669
MH Adult Medicare	\$ 101,202					\$ 101,202
MH Long Term Care				\$ 1,079,880		\$ 1,079,880
MH MHSAs (PEI)					\$ 361,440	\$ 361,440
MH MHSAs (Adult) Non Match		\$ 50,562				\$ 50,562
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 2,118,179	\$ 50,562	\$ 126,725	\$ 1,750,161	\$ 361,440	\$ 4,407,067
BHS SUD FUNDING SOURCES						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER DPH FUNDING SOURCES						
						\$ -
						\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 2,118,179	\$ 50,562	\$ 126,725	\$ 1,750,161	\$ 361,440	\$ 4,407,067
NON-DPH FUNDING SOURCES						
Non DPH 3rd Party Patient/Client Fees				\$ 407,849		\$ 407,849
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ 407,849	\$ -	\$ 407,849
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 2,118,179	\$ 50,562	\$ 126,725	\$ 2,158,010	\$ 361,440	\$ 4,814,916
Prepared By		Angela Tang, Director of Operations		Phone Nbr	415-800-0699	

Appendix B - DPH 6: Contract-Wide Indirect Detail

Indirect Detail Page

1 of 1

Contractor Name Richmond Area Multi-Services, Inc.

Contract ID Number 1000010838

Fiscal Year 2018-2019

Funding Notification Date 8/20/18

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Chief Executive Officer	0.21	\$ 39,808
Chief Financial Officer	0.21	\$ 31,594
Deputy Chief	0.21	\$ 30,962
Medical Director	0.05	\$ 15,980
Director of Operations	0.21	\$ 21,453
IT Analyst/Coordinator/Manager	0.48	\$ 27,119
Director of Human Resources	0.21	\$ 19,308
Accounting/Finance Manager/Specialist	0.79	\$ 49,205
HR Benefit Specialist/HR Assistant	0.50	\$ 25,371
Operations/Contract Coordinator	0.31	\$ 20,862
Director of Training	0.18	\$ 18,669
Janitor/Facility Technician/Lead	0.38	\$ 12,270
Driver	0.21	\$ 8,767
Subtotal:	3.96	\$ 321,368
Employee Benefits:	28.0%	\$ 89,983
Total Salaries and Employee Benefits:		\$ 411,351

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Depreciation	\$ 7,240
Mortgage Interest	\$ 8,335
Utilities	\$ 2,573
Building Repair/Maintenance	\$ 1,865
Office Supplies	\$ 17,291
Training/Staff Development	\$ 7,229
Insurance	\$ 7,874
Professional Fees, Licenses (Membership)	\$ 17,073
Equipment Rental	\$ 1,815
Local Travel	\$ 638
Audit Fees	\$ 9,459
Payroll Fees	\$ 17,450
Bank Fees	\$ 3,311
Recruitment/Indirect Staff Expenses	\$ 2,578
Total Operating Costs	\$ 104,531
Total Indirect Costs	\$ 515,882

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

DHCS Legal Entity Number <u>00343</u>						Appendix Number <u>B-1</u>
Provider Name <u>Richmond Area Multi-Services, Inc.</u>						Page Number <u>1</u>
Provider Number <u>3894</u>						Fiscal Year <u>2018-2019</u>
						Funding Notification Date <u>08/20/18</u>
Program Name	Adult Outpatient Services Clinic	Adult Outpatient Services Clinic	Adult Outpatient Services Clinic	Adult Outpatient Services Clinic		
Program Code	38943	38943	38943	38943		
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	15/60-69	15/70-79		
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Medication Support	OP-Crisis Intervention		
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/2018-6/30/2019	7/1/2018-6/30/2019	7/1/2018-6/30/2019	7/1/2018-6/30/2019		
FUNDING USES						TOTAL
Salaries & Employee Benefits	40,629	1,274,897	427,476	8,230		1,751,232
Operating Expenses	3,248	101,920	34,174	658		140,000
Capital Expenses						-
Subtotal Direct Expenses	43,877	1,376,817	461,650	8,888		1,891,232
Indirect Expenses	\$ 5,284	\$ 165,218	\$ 55,398	\$ 1,067		226,947
TOTAL FUNDING USES	49,141	1,542,035	517,048	9,955		2,118,179
BHS MENTAL HEALTH FUNDING SOURCE	Dept-Auth-Proj-Activity					
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	21,638	678,987	227,666	4,383	932,674
MH Adult State 1991 MH Realignment	251984-10000-10001792-0001	11,950	374,978	125,731	2,421	515,080
MH Adult County General Fund	251984-10000-10001792-0001	13,206	414,395	138,947	2,675	569,223
MH Adult Medicare	251984-10000-10001792-0001	2,348	73,675	24,703	476	101,202
This row left blank for funding sources not in drop-down list						
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		49,141	1,542,035	517,048	9,955	-
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity					
						-
						-
This row left blank for funding sources not in drop-down list						
TOTAL BHS SUD FUNDING SOURCES		-	-	-	-	-
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity					
						-
This row left blank for funding sources not in drop-down list						
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		49,141	1,542,035	517,048	9,955	-
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)		49,141	1,542,035	517,048	9,955	-
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased						
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service	18,000	436,837	79,180	1,900		
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 2.73	\$ 3.53	\$ 6.53	\$ 5.24	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.73	\$ 3.53	\$ 6.53	\$ 5.24	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 2.73	\$ 3.53	\$ 6.53	\$ 5.24		
Unduplicated Clients (UDC)	Included	Included	Included	Included		Total UDC 895

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Adult Outpatient Services Clinic
 Program Code 38943

Appendix Number B-1
 Page Number 2
 Fiscal Year 2018-2019
 Funding Notification Date 08/20/18

Position Title	TOTAL		General Fund (251984-10000-10001792-0001)		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Funding Term	7/1/2018-6/30/2019		7/1/2018-6/30/2019		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Director of Adult/Older Adult Outpatient Services	1.00	\$ 103,221	1.00	\$ 103,221				
MD/Psychiatrist/Nurse Practitioner	2.25	\$ 353,416	2.25	\$ 353,416				
Behavioral/Mental Health Clinician/Counselor/Worker/SW/PSY	13.00	\$ 741,000	13.00	\$ 741,000				
Intake Coordinator/Office Manager	0.55	\$ 28,299	0.55	\$ 28,299				
Program Support Analyst/Assistant	1.98	\$ 80,332	1.98	\$ 64,808				
Housekeeper/Janitor	0.43	\$ 13,776	0.43	\$ 13,776				
Clinical Manager	0.50	\$ 37,500	0.50	\$ 37,500				
	0.00	\$ -						
	0.00	\$ -						
	0.00	\$ -						
	0.00	\$ -						
Totals:	19.71	\$ 1,357,544	19.71	\$ 1,342,020	0.00	\$ -	0.00	\$ -
Employee Benefits:	29.00%	\$ 393,688	29.00%	\$ 389,186	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 1,751,232		\$ 1,731,206		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name Adult Outpatient Services Clinic
 Program Code 38943

Appendix Number B-1
 Page Number 3
 Fiscal Year 2018-2019
 Funding Notification Date 08/20/18

Expense Categories & Line Items	TOTAL	General Fund (251984-10000- 10001792-0001)	Dept-Auth-Proj- Activity	Dept-Auth-Proj- Activity
Funding Term	7/1/2018-6/30/2019	7/1/2018-6/30/2019	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Rent	\$ 82,500	\$ 82,500		
Utilities (telephone, electricity, water, gas)	\$ 12,800	\$ 12,800		
Building Repair/Maintenance	\$ 4,000	\$ 4,000		
Occupancy Total:	\$ 99,300	\$ 99,300	\$ -	\$ -
Office Supplies	\$ 12,500	\$ 12,500		
Photocopying	\$ -			
Program Supplies	\$ -			
Computer Hardware/Software	\$ -			
Materials & Supplies Total:	\$ 12,500	\$ 12,500	\$ -	\$ -
Training/Staff Development	\$ 3,000	\$ 3,000		
Insurance	\$ 10,250	\$ 10,250		
Professional License	\$ -	\$ -		
Permits	\$ -	\$ -		
Equipment Lease & Maintenance	\$ 4,100	\$ 4,100		
General Operating Total:	\$ 17,350	\$ 17,350	\$ -	\$ -
Local Travel	\$ 200	\$ 200		
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
Staff Travel Total:	\$ 200	\$ 200	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -			
	\$ -			
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -
Recruitment/Direct Staff Expenses	\$ 7,000	\$ 7,000		
Client Related Other Activities	\$ 150	\$ 150		
Translation Fees	\$ 3,500	\$ 3,500		
Other Total:	\$ 10,650	\$ 10,650	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 140,000	\$ 140,000	\$ -	\$ -

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

DHCS Legal Entity Number 00343		Appendix Number B-2	
Provider Name Richmond Area Multi-Services, Inc.		Page Number 1	
Provider Number 3894		Fiscal Year 2018-2019	
		Funding Notification Date 08/20/18	
Program Name	Outpatient Peer Counseling Services		
Program Code	TBD		
Mode/SFC (MH) or Modality (SUD)	10/30-39		
Service Description	DS-Vocational		
Funding Term (mm/dd/yy-mm/dd/yy)	7/1/2018-6/30/2019		
FUNDING USES			TOTAL
Salaries & Employee Benefits	44,225		44,225
Operating Expenses	920		920
Capital Expenses			-
Subtotal Direct Expenses	45,145	-	45,145
Indirect Expenses	\$ 5,417		5,417
TOTAL FUNDING USES	50,562	-	50,562
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
MH MESA (Adult) Non Match	251984-17156-10031199-0015	50,562	50,562
			-
			-
This row left blank for funding sources not in drop-down list			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		50,562	50,562
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
			-
			-
This row left blank for funding sources not in drop-down list			
TOTAL BHS SUD FUNDING SOURCES		-	-
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity		
			-
This row left blank for funding sources not in drop-down list			
TOTAL OTHER DPH FUNDING SOURCES		-	-
TOTAL DPH FUNDING SOURCES		50,562	50,562
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)		50,562	50,562
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Cost Reimbursement (CR)		
DPH Units of Service	200		
Unit Type	Client Full Day	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 252.81	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 252.81	\$ -	
Published Rate (Medi-Cal Providers Only)			Total UDC
Unduplicated Clients (UDC)	120		120

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Outpatient Peer Counseling Services
 Program Code TBD

Appendix Number B-2
 Page Number 2
 Fiscal Year 2018-2019
 Funding Notification Date 08/20/18

	TOTAL		251984-17156-10031199-0015		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	7/1/2018-6/30/2019		7/1/2018-6/30/2019		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Peer Counselor	1.00	\$ 37,479	1.00	\$ 37,479				
	0.00	\$ -						
	0.00	\$ -						
	0.00	\$ -						
	0.00	\$ -						
Totals:	1.00	\$ 37,479	1.00	\$ 37,479	0.00	\$ -	0.00	\$ -
Employee Benefits:	18.00%	\$ 6,746	18.00%	\$ 6,746	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 44,225		\$ 44,225		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name Outpatient Peer Counseling Services
 Program Code TBD

Appendix Number B-2
 Page Number 3
 Fiscal Year 2018-2019
 Funding Notification Date 08/20/18

Expense Categories & Line Items	TOTAL	251984-17156-10031199-0015	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/2018-6/30/2019	7/1/2018-6/30/2019	(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	\$ -			
Computer Hardware/Software	\$ -			
Materials & Supplies Total:	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ -			
Insurance	\$ 220.00	\$ 220.00		
Professional License	\$ -			
Permits	\$ -			
Equipment Lease & Maintenance	\$ -			
General Operating Total:	\$ 220.00	\$ 220.00	\$ -	\$ -
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:	\$ -	\$ -	\$ -	\$ -
Recruitment/Direct Staff Expenses	\$ 150	\$ 150		
Client Related Food	\$ 400	\$ 400		
Client Related Other Activities	\$ 150	\$ 150		
Other Total:	\$ 700	\$ 700	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 920	\$ 920	\$ -	\$ -

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

DHCS Legal Entity Number 00343		Appendix Number B-3	
Provider Name Richmond Area Multi-Services, Inc.		Page Number 1	
Provider Number 3894		Fiscal Year 2018-2019	
		Funding Notification Date 08/20/18	
Program Name	Employee Development		
Program Code	38B62		
Mode/SFC (MH) or Modality (SUD)	10/30-39		
Service Description	DS-Vocational		
Funding Term (mm/dd/yy-mm/dd/yy)	7/1/2018-6/30/2019		
FUNDING USES			TOTAL
Salaries & Employee Benefits	100,471		100,471
Operating Expenses	12,676		12,676
Capital Expenses			-
Subtotal Direct Expenses	113,147	-	113,147
Indirect Expenses	\$ 13,578		13,578
TOTAL FUNDING USES	126,725	-	126,725
BHS MENTAL HEALTH FUNDING	Dept-Auth-Proj-Activity		
MH Adult State 1991 MH Realignment	251984-10000-10001792-0001	49,778	49,778
MH Adult County General Fund	251984-10000-10001792-0001	76,947	76,947
			-
			-
This row left blank for funding sources not in drop-down list			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		126,725	-
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
			-
			-
This row left blank for funding sources not in drop-down list			
TOTAL BHS SUD FUNDING SOURCES		-	-
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity		
			-
			-
This row left blank for funding sources not in drop-down list			
TOTAL OTHER DPH FUNDING SOURCES		-	-
TOTAL DPH FUNDING SOURCES		126,725	-
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)		126,725	-
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Fee-For-Service (FFS)		
DPH Units of Service	1,100		
Unit Type	Client Full Day	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 115.20	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 115.20	\$ -	
Published Rate (Medi-Cal Providers Only)			Total UDC
Unduplicated Clients (UDC)	15		15

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Employee Development
 Program Code 38B62

Appendix Number B-3
 Page Number 2
 Fiscal Year 2018-2019
 Funding Notification Date 08/20/18

Funding Term	TOTAL		General Fund (251984-1000-10001792-001)		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
7/1/2018-6/30/2019								
Director of Vocational Services	0.08	\$ 8,400	0.08	\$ 8,400				
Program Coordinator/Assistant	0.03	\$ 725	0.03	\$ 725				
Intake Coordinator	0.10	\$ 4,431	0.10	\$ 4,431				
Vocational Rehabilitation Counselor	1.00	\$ 47,840	1.00	\$ 47,840				
Peer Vocational Rehabilitation Assistant	0.35	\$ 12,480	0.35	\$ 12,480				
	0.00	\$ -						
	0.00	\$ -						
	0.00	\$ -						
Totals:	1.56	\$ 73,876	1.56	\$ 73,876	0.00	\$ -	0.00	\$ -
Employee Benefits:	36.00%	\$ 26,595	36.00%	\$ 26,595	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 100,471		\$ 100,471		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name Employee Development
 Program Code 38B62

Appendix Number B-3
 Page Number 3
 Fiscal Year 2018-2019
 Funding Notification Date 08/20/18

Expense Categories & Line Items	TOTAL	General Fund (251984-1000- 10001792-001)	Dept-Auth-Proj- Activity	Dept-Auth-Proj- Activity
Funding Term	7/1/2018-6/30/2019	7/1/2018-6/30/2019	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 3,500	\$ 3,500		
Utilities (telephone, electricity, water, gas)	\$ 1,450	\$ 1,450		
Building Repair/Maintenance	\$ 100	\$ 100		
Occupancy Total:	\$ 5,050	\$ 5,050	\$ -	\$ -
Office Supplies	\$ 3,416	\$ 3,416		
Photocopying	\$ -			
Program Supplies	\$ -			
Computer Hardware/Software	\$ -			
Materials & Supplies Total:	\$ 3,416	\$ 3,416	\$ -	\$ -
Training/Staff Development	\$ 500	\$ 500		
Insurance	\$ 350	\$ 350		
Professional License	\$ -			
Permits	\$ -			
Equipment Lease & Maintenance	\$ 600	\$ 600		
General Operating Total:	\$ 1,450	\$ 1,450	\$ -	\$ -
Local Travel	\$ 110	\$ 110		
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
Staff Travel Total:	\$ 110	\$ 110	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -			
	\$ -			
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -
Recruitment/Direct Staff Expenses	\$ 1,550	\$ 1,550		
Client Related Food	\$ 550	\$ 550		
Client Related Other Activities	\$ 550	\$ 550		
Other Total:	\$ 2,650	\$ 2,650	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 12,676	\$ 12,676	\$ -	\$ -

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

DHCS Legal Entity Number 00343 Provider Name Richmond Area Multi-Services, Inc. Provider Number 3894		Appendix Number B-4 Page Number 1 Fiscal Year 2018-2019 Funding Notification Date 08/20/18					
Program Name	Broderick Street Residential	Broderick Street Residential	Broderick Street Residential	Broderick Street Residential	Broderick Street Residential	Broderick Street Residential	
Program Code	38948	38948	38948	38948	N/A	N/A	
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	15/60-69	15/70-79	60/78	60/78	
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Medication Support	OP-Crisis Intervention	SS-Other Non-MediCal Client Support Exp	SS-Other Non-MediCal Client Support Exp	
Funding Term (mm/dd/yy-mm/dd/yy)	7/1/2018-6/30/2019	7/1/2018-6/30/2019	7/1/2018-6/30/2019	7/1/2018-6/30/2019	7/1/2018-6/30/2019	7/1/2018-6/30/2019	
FUNDING USES						TOTAL	
Salaries & Employee Benefits	13,209	152,231	418,607	8,293	791,056	297,479	1,680,875
Operating Expenses	137	1,579	4,329	81	173,123	66,671	245,920
Capital Expenses							-
Subtotal Direct Expenses	13,346	153,810	422,936	8,374	964,179	364,150	1,926,795
Indirect Expenses	\$ 1,602	\$ 18,457	\$ 50,752	\$ 1,004	\$ 115,701	\$ 43,699	231,215
TOTAL FUNDING USES	14,948	172,267	473,688	9,378	1,079,880	407,849	2,158,010
BHS MENTAL HEALTH FUNDING SO	Dept-Auth-Proj-Activity						
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	6,818	74,887	205,720	3,963		291,388
MH Adult State 1991 MH Realignment	251984-10000-10001792-0001	4,689	51,501	141,478	2,725		200,394
MH Adult County General Fund	251984-10000-10001792-0001	3,440	45,879	126,490	2,690		178,499
MH Long Term Care	240645-10000-10026703-0001					1,079,880	1,079,880
This row left blank for funding sources not in drop-down list							-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		14,948	172,267	473,688	9,378	1,079,880	-
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity						
							-
							-
							-
This row left blank for funding sources not in drop-down list							-
TOTAL BHS SUD FUNDING SOURCES		-	-	-	-	-	-
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity						
							-
							-
This row left blank for funding sources not in drop-down list							-
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES		14,948	172,267	473,688	9,378	1,079,880	-
NON-DPH FUNDING SOURCES							
Non DPH 3rd Party Patient/Client Fees	NA					407,849	407,849
This row left blank for funding sources not in drop-down list							-
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	407,849	407,849
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		14,948	172,267	473,688	9,378	1,079,880	407,849
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service	5,475	48,801	72,540	1,790	10,074	N/A	
Unit Type	Staff Mlnute	Staff Minute	Staff Minute	Staff Minute	Staff Hour or Client Day, depending on contract.	Staff Hour or Client Day, depending on contract.	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 2.73	\$ 3.53	\$ 6.53	\$ 5.24	\$ 107.20	N/A	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.73	\$ 3.53	\$ 6.53	\$ 5.24	\$ 107.20	N/A	
Published Rate (Medi-Cal Providers Only)	\$ 2.73	\$ 3.53	\$ 6.53	\$ 5.24	\$ 107.20		Total UDC
Unduplicated Clients (UDC)	36	Included	Included	Included	Included	Included	36

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Broderick Street Residential
 Program Code 38948

Appendix Number B-4
 Page Number 2
 Fiscal Year 2018-2019
 Funding Notification Date 08/20/18

Position Title	TOTAL		General Fund (25198410000-10001792-0001)		MH Long Term Care (240645-10000-10026703-0001)		Client Fees		Dept-Auth- Proj-Activity	Dept-Auth-Proj-Activity	
	7/1/2018-6/30/2019		7/1/2018-6/30/2019		7/1/2018-6/30/2019		7/1/2018-6/30/2019		m/dd/yy-mm/dd/	(mm/dd/yy-mm/dd/yy)	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	Salaries	FTE	Salaries
Clinical Coordinator/Manager	1.00	\$ 76,125	1.00	\$ 76,125							
Psychiatrist/NP	0.10	\$ 12,448	0.10	\$ 12,448							
Nurse (RN/LVN)	1.75	\$ 122,500	1.75	\$ 122,500							
Behavioral/Mental Health Counselor	2.50	\$ 137,500	2.50	\$ 137,500							
Program Support Analyst/Assistant	0.45	\$ 20,727	0.45	\$ 20,727							
Clinical Nurse Manager	1.00	\$ 93,000	0.80	\$ 74,400	0.15	\$ 13,522	0.05	\$ 5,078			
Administrator/Dir of Operations	1.00	\$ 101,300			0.73	\$ 73,645	0.27	\$ 27,655			
Office Manager/Coordinator	1.00	\$ 50,856			0.73	\$ 36,972	0.27	\$ 13,884			
Certified Nurse Aide/Home Aide	9.20	\$ 359,986			6.69	\$ 261,497	2.51	\$ 98,499			
Driver/Program Assistant	0.05	\$ 1,982			0.04	\$ 1,441	0.01	\$ 541			
Program Assistant/Receptionist	1.27	\$ 52,024			0.92	\$ 37,821	0.35	\$ 14,203			
Chef/Cook/Cook Assistant	3.00	\$ 118,000			2.18	\$ 85,786	0.82	\$ 32,214			
Maintenance Workers (Janitor and Maintenance Engineer)	2.00	\$ 72,000			1.45	\$ 52,344	0.55	\$ 19,656			
	0.00	\$ -									
	0.00	\$ -									
Totals:	24.32	\$ 1,218,458	6.60	\$ 443,700	12.88	\$ 563,029	4.84	\$ 211,729	\$ -	0.00	\$ -
Employee Benefits:	38.05%	\$ 462,417	33.50%	\$ 148,640	40.50%	\$ 228,027	40.50%	\$ 85,750		0.00%	
TOTAL SALARIES & BENEFITS		\$ 1,680,875		\$ 592,340		\$ 791,056		\$ 297,479	\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name Broderick Street Residential
 Program Code 38948

Appendix Number B-4
 Page Number 3
 Fiscal Year 2018-2019
 Funding Notification Date 08/20/18

Expense Categories & Line Items	TOTAL	General Fund (25198410000- 10001792-0001)	MH Long Term Care (240645-10000- 10026703-0001)	Client Fees	Dept-Auth-Proj- Activity	Dept-Auth-Proj- Activity
Funding Term	7/1/2018-6/30/2019	7/1/2018-6/30/2019	7/1/2018-6/30/2019	7/1/2018-6/30/2019	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ -					
Utilities (telephone, electricity, water, gas)	\$ 66,300		\$ 47,869	\$ 18,431		
Building Repair/Maintenance	\$ 48,600		\$ 35,089	\$ 13,511		
Occupancy Total:	\$ 114,900	\$ -	\$ 82,958	\$ 31,942	\$ -	\$ -
Office Supplies	\$ 3,486	\$ 373	\$ 2,245	\$ 868		
Photocopying	\$ -					
Program Supplies	\$ -					
Computer Hardware/Software	\$ -					
Materials & Supplies Total:	\$ 3,486	\$ 373	\$ 2,245	\$ 868	\$ -	\$ -
Training/Staff Development	\$ 1,010	\$ 500	\$ 368	\$ 142		
Insurance	\$ 14,602	\$ 2,745	\$ 8,557	\$ 3,300		
Professional License	\$ -					
Permits	\$ 11,220	\$ -	\$ 8,101	\$ 3,119		
Equipment Lease & Maintenance	\$ 4,896	\$ -	\$ 3,535	\$ 1,361		
General Operating Total:	\$ 31,728	\$ 3,245	\$ 20,561	\$ 7,922	\$ -	\$ -
Local Travel	\$ 206	\$ 106	\$ 72	\$ 28		
Out-of-Town Travel	\$ -					
Field Expenses	\$ -					
Staff Travel Total:	\$ 206	\$ 106	\$ 72	\$ 28	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -					
	\$ -					
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recruitment/Direct Staff Expenses	\$ 6,600	\$ 2,402	\$ 3,029	\$ 1,169		
Client Related Food	\$ 75,000	\$ -	\$ 54,150	\$ 20,850		
Client Related Other Activities	\$ 14,000	\$ -	\$ 10,108	\$ 3,892		
Other Total:	\$ 95,600	\$ 2,402	\$ 67,287	\$ 25,911	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 245,920	\$ 6,126	\$ 173,123	\$ 66,671	\$ -	\$ -

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

DHCS Legal Entity Number 00343		Appendix Number B-5	
Provider Name Richmond Area Multi-Services, Inc.		Page Number 1	
Provider Number 3694		Fiscal Year 2018-2019	
		Funding Notification Date 08/20/18	
Program Name	API Mental Health Collaborative		
Program Code	N/A		
Mode/SFC (MH) or Modality (SUD)	45/10-19		
Service Description	OS-MH Promotion		
Funding Term (mm/dd/yy-mm/dd/yy)	7/1/2018-6/30/2019		
FUNDING USES			TOTAL
Salaries & Employee Benefits	103,040		103,040
Operating Expenses	219,675		219,675
Capital Expenses			-
Subtotal Direct Expenses	322,715	-	322,715
Indirect Expenses	\$ 38,725		38,725
TOTAL FUNDING USES	361,440	-	361,440
BHS MENTAL HEALTH FUNDING	Dept-Auth-Proj-Activity		
MH MHSA (PEI)	251984-17166-10031199-0020	361,440	361,440
			-
			-
This row left blank for funding sources not in drop-down list			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		361,440	-
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
			-
			-
			-
This row left blank for funding sources not in drop-down list			
TOTAL BHS SUD FUNDING SOURCES		-	-
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity		
			-
			-
This row left blank for funding sources not in drop-down list			
TOTAL OTHER DPH FUNDING SOURCES		-	-
TOTAL DPH FUNDING SOURCES		361,440	-
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)		361,440	-
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Cost Reimbursement (CR)		
DPH Units of Service	6,121		
Unit Type	Staff Hour	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 59.05	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 59.05	\$ -	
Published Rate (Medi-Cal Providers Only)			Total UDC
Unduplicated Clients (UDC)	200		200

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name API Mental Health Collaborative
 Program Code TBD

Appendix Number B-5
 Page Number 2
 Fiscal Year 2018-2019
 Funding Notification Date 08/20/18

	TOTAL		MH MESA (PEI) (251984-17156-10031199-0020)		Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	
Funding Term	7/1/2018-6/30/2019		7/1/2018-6/30/2019		mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	Salaries	FTE	Salaries
Project Coordinators/Managers	1.04	\$ 80,272	1.04	\$ 80,272			
Mental Health Consultant	0.04	\$ 3,500	0.04	\$ 3,500			
	0.00	\$ -					
	0.00	\$ -					
	0.00	\$ -					
Totals:	1.08	\$ 83,772	1.08	\$ 83,772	\$ -	0.00	\$ -
Employee Benefits:	23.00%	\$ 19,268	23.00%	\$ 19,268		0.00%	
TOTAL SALARIES & BENEFITS		\$ 103,040		\$ 103,040	\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name <u>API Mental Health Collaborative</u>	Appendix Number <u>B-5</u>
Program Code <u>TBD</u>	Page Number <u>3</u>
	Fiscal Year <u>2018-2019</u>
	Funding Notification Date <u>08/20/18</u>

Expense Categories & Line Items	TOTAL	MH MHSa (PEJ) (251984-17186- 10031198-0020)	Dept-Auth-Prof- Activity	Dept-Auth-Prof- Activity
Funding Term	7/1/2018-6/30/2019	7/1/2018-6/30/2019	mm/dd/yy-mm/dd/yy	(mm/dd/yy-mm/dd/yy)
Rent	\$ 6,370	\$ 6,370		
Utilities (telephone, electricity, water, gas)	\$ 2,560	\$ 2,560		
Building Repair/Maintenance	\$ 500	\$ 500		
Occupancy Total:	\$ 9,430	\$ 9,430	\$ -	\$ -
Office Supplies	\$ 1,395	\$ 1,395		
Photocopying	\$ -			
Program Supplies	\$ -			
Computer Hardware/Software	\$ -			
Materials & Supplies Total:	\$ 1,395	\$ 1,395	\$ -	\$ -
Training/Staff Development	\$ 1,000	\$ 1,000		
Insurance	\$ 700	\$ 700		
Professional License	\$ -			
Permits	\$ -			
Equipment Lease & Maintenance	\$ -			
General Operating Total:	\$ 1,700	\$ 1,700	\$ -	\$ -
Local Travel	\$ 900	\$ 900		
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
Staff Travel Total:	\$ 900	\$ 900	\$ -	\$ -
Cambodian Community Development, Inc. (7/1/18-6/30/18) To promote wellness, increase awareness of mental health, and reduce the stigma of mental illness in all ethnicities and populations. \$55 per hour x approximately 31.06 hours per month. =	\$ 20,500	\$ 20,500		
Illinois American Development Foundation - (7/1/18-6/30/18) To promote wellness, increase awareness of mental health, and reduce the stigma of mental illness in all ethnicities and populations. \$75 per hour x approximately 68.33 hours per month. =	\$ 61,500	\$ 61,500		
Lao Seri Association - (7/1/18-6/30/18) To promote wellness, increase awareness of mental health, and reduce the stigma of mental illness in all ethnicities and populations. \$55 per hour x approximately 31.06 hours per month. =	\$ 20,500	\$ 20,500		
Samcoan Community Development Center - To promote wellness, increase awareness of mental health, and reduce the stigma of mental illness in all ethnicities and populations. \$75 per hour x approximately 68.33 hours per month. =	\$ 61,500	\$ 61,500		
Vietnamese Family Services Center - To promote wellness, increase awareness of mental health, and reduce the stigma of mental illness in all ethnicities and populations. \$67 per hour x approximately 25.48 hours per month. =	\$ 20,500	\$ 20,500		
Vietnamese Youth Development Center - To promote wellness, increase awareness of mental health, and reduce the stigma of mental illness in all ethnicities and populations. \$54.00 per hour x approximately 31.635 hours per month. =	\$ 20,500	\$ 20,500		
Consultant/Subcontractor Total:	\$ 205,000	\$ 205,000	\$ -	\$ -
Recruitment/Direct Staff Expenses	\$ 350	\$ 350		
Client Related Food	\$ 600	\$ 600		
Client Related Other Activities	\$ 300	\$ 300		
Other Total:	\$ 1,250	\$ 1,250	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 219,675	\$ 219,675	\$ -	\$ -

Appendix C

Reserved

Appendix D
Reserved

Appendix E

HIPAA Business Associate Agreement



San Francisco Department of Public Health

Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

1. Definitions.

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

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



San Francisco Department of Public Health

Business Associate Agreement

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

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

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

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

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

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

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

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.30

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

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

2. Obligations of Business Associate.

Changes to section 2 (a) or to the referenced attachments must be reviewed and approved by your Department's staff member responsible for data privacy and/or security. In some cases, any one or more of the three attachments may not apply, but that decision must be made in consultation with the privacy/security officer or the City Attorney's Office. If a Contractor has questions about a specific attachment, contact your Department's data privacy or security director/officer.

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

Changes to section 2 (b) must be reviewed and approved by your Department's staff member responsible for data privacy and/or security. Business Associates are required to train their staff (as necessary and appropriate for the members of their workforce to carry out their function within the BA) on HIPAA requirements and the BA's policies and procedures with respect to the HIPAA requirements and retain documentation for seven years.

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

c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a



violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

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

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



San Francisco Department of Public Health
Business Associate Agreement

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

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c) as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

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

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

k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health



San Francisco Department of Public Health
Business Associate Agreement

and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

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

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

Contractors sometimes want to limit section 2(n)'s notice requirement below to "Successful Security Incidents" or exempt "Unsuccessful Security Incidents" from the notice requirement, and define the terms themselves. If so, please contact the City Attorney's Office and your department's IT department.

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

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



San Francisco Department of Public Health
Business Associate Agreement

Contractors sometimes want to limit the Section 3, Termination, to breaches of “material provisions,” or include an opportunity to cure. A breach of PHI is very different than a breach of a contract, so we may not want to allow them cure period or we may want to require that the “cure” is satisfactory to the City. If so, please contact the City Attorney’s Office.

3. Termination.

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

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

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

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

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

Contractors sometimes want to make section 4 a mutual ability to terminate. If so, please contact the City Attorney’s Office.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws



San Francisco Department of Public Health

Business Associate Agreement

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

Contractors sometimes want to delete section 5 because they claim the indemnification and liability sections in the main agreement cover this issue. If so, please contact the City Attorney's Office.

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:	Richmond Area Multi Services, Inc	Contractor City Vendor ID	0000012195
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Contractor Name:	Richmond Area Multi Services, Inc	Contractor City Vendor ID	0000012195
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DATA SECURITY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

Appendix F
PAGE A

Control Number

INVOICE NUMBER : M02 JL 18

Contractor: Richmond District Area Multi-Services Inc - Adult

CL Blanket No.: BPHM TBD

Address: 639 14th Avenue, San Francisco, CA 94118

CL PO No.: POHM TBD

Tel No.: (415) 800-0699
Fax No.: (415) 751-7336



Fund Source: MH Adult Fed/ State/ Cnty GF/ Medicare

Invoice Period: July 2018

Funding Term: 07/01/2018 - 03/30/2019

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

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

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MHO#)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	LIEN	UOS	CLIENTS
B-1 Adult Outpatient Services Clinic PC# - 38943 - 251884-10000-10001793-0001												
15/ 01 - 09 OP - Case Mgt Brokerage	16,000				\$ 2.73	\$ -	0.000		0.00%		16,000.000	\$ 48,140.00
15/ 10 - 67, 59 OP - MH Svcs	436,837				\$ 3.53	\$ -	0.000		0.00%		436,837.000	1,542,034.61
15/ 60 -69 OP - Medication Support	79,180				\$ 6.53	\$ -	0.000		0.00%		79,180.000	517,045.40
15/ 70 - 79 OP - Crisis Intervention	1,900				\$ 5.24	\$ -	0.000		0.00%		1,900.000	9,958.00 \$ 2,116,176.01
B-3 Employee Development Program PC# - 24882 - 251884-10000-10001792-0001												
10/ 30 - 39 DS - Vocational	1,100				\$ 115.20	\$ -	0.000		0.00%		1,100.000	126,720.00 \$ 126,720.00
B-4 Broderick Street Residential - BHS PC# - 39946 - 251884-10000-10001792-0001												
15/ 01 - 09 OP - Case Mgt Brokerage	5,475				\$ 2.73	\$ -	0.000		0.00%		5,475.000	14,948.75
15/ 10 - 67, 59 OP - MH Svcs	48,801				\$ 3.53	\$ -	0.000		0.00%		48,801.000	172,267.53
15/ 60 -69 OP - Medication Support	72,540				\$ 6.53	\$ -	0.000		0.00%		72,540.000	473,666.20
15/ 70 - 79 OP - Crisis Intervention	1,790				\$ 5.24	\$ -	0.000		0.00%		1,790.000	9,379.60 \$ 670,200.00
TOTAL	665,623		0.000				0.000		0.00%		665,623.000	\$ 2,816,176.00
Budget Amount					\$ 2,815,185.00				Expenses To Date	% of Budget		Remaining Budget
									\$ -	0.00%		\$ 2,815,185.00

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
1390 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

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

Address: 639 14th Ave., San Francisco, CA 94118

Tel. No.: (415) 668-5960 x322

BHS

Funding Term: 07/01/2018- 6/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: MO4 JL 18

Cl. Blanket No.: BPHM TBD

User Cd

Cl. PO No.: POHM TBD

Fund Source: MH MHSA (Adult) Non match

Invoice Period: July 2018

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-2 Outpatient Peer Counseling Services - TBD 251984-17156-10031199-0015												
10/ 30 - 39 DS - Vocational	200	120			-	-	0%	0%	200	120	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 37,479.00	\$ -	\$ -	0.00%	\$ 37,479.00
Fringe Benefits	\$ 6,746.00	\$ -	\$ -	0.00%	\$ 6,746.00
Total Personnel Expenses	\$ 44,225.00	\$ -	\$ -	0.00%	\$ 44,225.00
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ 220.00	\$ -	\$ -	0.00%	\$ 220.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Recruitment/ Direct Staff Expenses	\$ 150.00	\$ -	\$ -	0.00%	\$ 150.00
Client-Related Food	\$ 400.00	\$ -	\$ -	0.00%	\$ 400.00
Client-Related Other Activities	\$ 150.00	\$ -	\$ -	0.00%	\$ 150.00
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 920.00	\$ -	\$ -	0.00%	\$ 920.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 45,145.00	\$ -	\$ -	0.00%	\$ 45,145.00
Indirect Expenses	\$ 5,417.00	\$ -	\$ -	0.00%	\$ 5,417.00
TOTAL EXPENSES	\$ 50,562.00	\$ -	\$ -	0.00%	\$ 50,562.00
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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE B

Control Number

Invoice Number
MO4 JL 18

Contractor: Richmond Area Multi-Services, Inc.

User Cd _____
CT PO No. _____

Tel. No.:

DETAIL PERSONNEL EXPENDITURES

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Peer Counselor	1.20	\$ 37,479.00	\$ -	\$ -	0.00%	\$ 37,479.00
TOTAL SALARIES	1.20	\$ 37,479.00	\$ -	\$ -	0.00%	\$ 37,479.00

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: _____

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

Appendix F
PAGE A

Control Number

Contractor: Richmond Area Multi-Services Inc - Adult

Address: 639 14th Avenue, San Francisco, CA 94118

Tel No.: (415) 800-0699

Fax No.: (415) 751-7336



Contract Term: 07/01/2018 - 6/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: M07 JL 18

Cl. Blanket No.: BPHM TBD

User Cd

Cl. PO No.: POHM TBD

Fund Source: MHSA (PEI)

Invoice Period: July 2018

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-5 API Mental Health Collaborative - 251984-17156-10831199-0020												
45/ 10 - 19 OS - MH Promotion	6,121	200	-	-	-	-	0%	0%	6,121	200	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 83,772.00	\$ -	\$ -	0.00%	\$ 83,772.00
Fringe Benefits	\$ 19,268.00	\$ -	\$ -	0.00%	\$ 19,268.00
Total Personnel Expenses	\$ 103,040.00	\$ -	\$ -	0.00%	\$ 103,040.00
Operating Expenses					
Occupancy	\$ 9,430.00	\$ -	\$ -	0.00%	\$ 9,430.00
Materials and Supplies	\$ 1,395.00	\$ -	\$ -	0.00%	\$ 1,395.00
General Operating	\$ 1,700.00	\$ -	\$ -	0.00%	\$ 1,700.00
Staff Travel	\$ 900.00	\$ -	\$ -	0.00%	\$ 900.00
Consultant/Subcontractor	\$ 205,000.00	\$ -	\$ -	0.00%	\$ 205,000.00
Other: Recruitment/ Direct Staff Expenses,	\$ 350.00	\$ -	\$ -	0.00%	\$ 350.00
Client-Related Food	\$ 600.00	\$ -	\$ -	0.00%	\$ 600.00
Client-Related Other Activities	\$ 300.00	\$ -	\$ -	0.00%	\$ 300.00
Total Operating Expenses	\$ 219,675.00	\$ -	\$ -	0.00%	\$ 219,675.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 322,715.00	\$ -	\$ -	0.00%	\$ 322,715.00
Indirect Expenses	\$ 38,725.00	\$ -	\$ -	0.00%	\$ 38,725.00
TOTAL EXPENSES	\$ 361,440.00	\$ -	\$ -	0.00%	\$ 361,440.00
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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE B

Control Number

Invoice Number

M07	JL	18
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Contractor: **Richmond Area Multi-Services Inc**

User Cd

CT PO No.

--	--

Tel. No.:

DETAIL PERSONNEL EXPENDITURES

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Project Coordinator / Managers	1.04	\$ 80,272.00	\$ -	\$ -	0.00%	\$ 80,272.00
Mental Health Consultant	0.04	\$ 3,500.00	\$ -	\$ -	0.00%	\$ 3,500.00
TOTAL SALARIES	1.08	\$ 83,772.00	\$ -	\$ -	0.00%	\$ 83,772.00

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: _____

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

Appendix F
PAGE A

Control Number

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

Address: 639 14th Ave., San Francisco, CA 94118

Tel. No.: (415) 868-5960 x322

Funding Term: 07/01/2018- 6/30/2019

PHP Division: Behavioral Health Services



INVOICE NUMBER: M34 JL 18

Cl. Blanket No.: BPHM TBD

User Cd

Cl. PO No.: POHM TBD

Fund Source: MH Long Term Care

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number: ~~XXXXXXXXXX~~

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 Broderick Street Residential - 240645-10000-10026703-0001												
60/78 - SS-Other Non-MediCal	10,074				-	-	0%	#DIV/0!	10,074	-	100%	#DIV/0!
Client Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 563,029.00	\$ -	\$ -	0.00%	\$ 563,029.00
Fringe Benefits	\$ 228,027.00	\$ -	\$ -	0.00%	\$ 228,027.00
Total Personnel Expenses	\$ 791,056.00	\$ -	\$ -	0.00%	\$ 791,056.00
Operating Expenses:					
Occupancy	\$ 82,958.00	\$ -	\$ -	0.00%	\$ 82,958.00
Materials and Supplies	\$ 2,245.00	\$ -	\$ -	0.00%	\$ 2,245.00
General Operating	\$ 20,561.00	\$ -	\$ -	0.00%	\$ 20,561.00
Staff Travel	\$ 72.00	\$ -	\$ -	0.00%	\$ 72.00
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Recruitment/ Ddirect Staff Expenses	\$ 3,029.00	\$ -	\$ -	0.00%	\$ 3,029.00
Client Related Food	\$ 54,150.00	\$ -	\$ -	0.00%	\$ 54,150.00
ClientRelated Other Activities	\$ 10,108.00	\$ -	\$ -	0.00%	\$ 10,108.00
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 173,123.00	\$ -	\$ -	0.00%	\$ 173,123.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 964,179.00	\$ -	\$ -	0.00%	\$ 964,179.00
Indirect Expenses	\$ 115,701.00	\$ -	\$ -	0.00%	\$ 115,701.00
TOTAL EXPENSES	\$ 1,079,880.00	\$ -	\$ -	0.00%	\$ 1,079,880.00
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: _____

Phone: _____

Title: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE B

Control Number

Invoice Number

M34 JL 18

Contractor: Richmond Area Multi-Services, Inc.

User Cd

CT PO No. _____

Tel. No.:

DETAIL PERSONNEL EXPENDITURES

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Clinical Nurse Manager	0.15	\$ 13,522.00	\$ -	\$ -	0.00%	\$ 13,522.00
Administrator / Dir of Operations	0.73	\$ 73,645.00	\$ -	\$ -	0.00%	\$ 73,645.00
Office Manager/Coordinator	0.73	\$ 36,972.00	\$ -	\$ -	0.00%	\$ 36,972.00
Certified Nurse Aide/ Home Aide	6.69	\$ 261,497.00	\$ -	\$ -	0.00%	\$ 261,497.00
Driver/ Program Assistant	0.04	\$ 1,441.00	\$ -	\$ -	0.00%	\$ 1,441.00
Program Assistant/ Receptionist	0.92	\$ 37,621.00	\$ -	\$ -	0.00%	\$ 37,621.00
Chef Cook/ Cook Assistant	2.18	\$ 85,786.00	\$ -	\$ -	0.00%	\$ 85,786.00
Maintenance Workers (Janitor and Maintenance Engineer)	1.45	\$ 52,344.00	\$ -	\$ -	0.00%	\$ 52,344.00
TOTAL SALARIES	12.89	\$ 563,028.00	\$ -	\$ -	0.00%	\$ 563,028.00

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: _____

Appendix G

Reserved

Appendix H

**San Francisco Department of Public Health
Privacy Policy Compliance Standards**

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

In City's Fiscal Year 2003/04, a DPH Privacy Policy was developed and contractors advised that they would need to comply with this policy as of July 1, 2005.

As of July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions identified in City's Fiscal year 2004/05 were to be considered informational, to establish a baseline for the following year.

Beginning in City's Fiscal Year 2005/06, findings of compliance or non-compliance and corrective actions were to be integrated into the contractor's monitoring report.

Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.

As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.

As Measured by: Documentation showing individual was trained exists

Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.

As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.

As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #5: Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.

As Measured by: Documentation exists.

Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed.

Appendix I

THE DECLARATION OF COMPLIANCE

Each Fiscal Year, CONTRACTOR attests with a Declaration of Compliance that each program site has an Administrative Binder that contains all of the forms, policies, statements, and documentation required by Community Behavioral Health Services (CBHS). The Declaration of Compliance also lists requirements for site postings of public and client information, and client chart compliance if client charts are maintained. CONTRACTOR understands that the Community Programs Business Office of Contract Compliance may visit a program site at any time to ensure compliance with all items of the Declaration of Compliance.

