

**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  
Bayview Hunters Point Foundation**

This Agreement is made this 1st day of July, 2017, in the City and County of San Francisco, State of California, by and between **Bayview Hunters Point Foundation**, 150 Executive Park Blvd., #2800, San Francisco, CA 94134, a non-profit ("Contractor") and City.

**Recitals**

WHEREAS, the Department of Public Health ("Department") wishes to provide Methadone Services; and,

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

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

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

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

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions apply to this Agreement:

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

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

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

1.4 "Contractor" or "Consultant" means Bayview Hunters Point Foundation, 150 Executive Park Blvd., #2800, San Francisco, CA 94134.

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, 2017; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

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

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

## **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 Eight Million One Hundred Twenty Three Thousand Five Hundred Dollars (\$8,123,500). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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 as 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](http://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 Federal and/or State 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.

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix J, "Grant Terms." To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

**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](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.**

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

4.3.2 Contractor will not employ subcontractors.

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

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

Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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

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

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

## **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; policy must include Abuse and Molestation coverage.

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

(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 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
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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		

(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/](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)**

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

10.14 **Consideration of Criminal History in Hiring and Employment Decisions**

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

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

10.15 **Public Access to Nonprofit Records and Meetings.** If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must

comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

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

10.17 **Reserved. (Sugar-Sweetened Beverage Prohibition).**

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

10.19 **Reserved. (Preservative Treated Wood Products)**

#### **Article 11 General Provisions**

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

To CITY:	Office of Contract Management and Compliance Department of Public Health  101 Grove Street, Room 410 San Francisco, CA 94102	e-mail:	luciana.garcia@sfdph.org
And:	Andrew Williams CDTA 1380 Howard Street, 5th floor San Francisco, CA 94103	e-mail:	andrew.williams@sfdph.org
To CONTRACTOR:	Bayview Hunters Point Foundation 150 Executive Park Blvd., #2800 San Francisco, CA 94134	e-mail:	lillian.shine@bayviewci.org

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

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

11.3 **Reserved.**

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco

Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

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

11.6 **Dispute Resolution Procedure.**

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

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

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

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

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

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

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

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

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

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated 9/26/16. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

## **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 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:

Bayview Hunters Point Foundation

Barbara A. Garcia, MPA 6/6/18  
Date

Lilian Kim Shine 5-18-18  
Date

Director of Health  
Department of Public Health

Executive Director

Supplier ID: 0000024522

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: Louise Simpson 6/5/18  
Date  
Deputy City Attorney

Approved:

Jaci Fong 8/2/18  
Date  
Director of the Office of Contract Administration, and  
Purchaser

RECEIVED

18 JUN -8 PM 2:35

DEPARTMENT OF PUBLIC HEALTH

Received By:  
Purchasing Department  
JUL 12 12:50 PM '18





## Appendices

- A: Scope of Services
- A-1: Methadone Maintenance
- A-2: Jail Methadone Courtesy Dosing Program
- A-3: HIV Set Aside: Routine Opt-Out HIV Screening, Counseling, and Placement
- B: Calculation of Charges
- B-1: Methadone Maintenance
- B-2: Jail Methadone Courtesy Dosing Program
- B-3: HIV Set Aside: Routine Opt-Out HIV Screening, Counseling, and Placement
- C: Reserved
- D: Reserved
- E: Business Associate Agreement & Attestations
- F: Invoice
- G: Dispute Resolution Procedure for Health and Human Services Nonprofit Contractors
- H: Privacy Policy Compliance Standards
- I: Declaration of Compliance
- J: SUBSTANCE USE DISORDER SERVICES such as Drug Medi-Cal, Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant, Primary Prevention or State Funded Services Grant Terms



## 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   |   |
| L. Client Fees and Third Party Revenue                                |   |
| M. DPH Behavioral Health (BHS) Electronic Health Records (EHR) System |   |

- 2. Description of Services
- 3. Services Provided by Attorneys

### 1. Terms

#### A. Contract Administrator:

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

#### B. Reports:

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

#### C. Evaluation:

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

#### D. Possession of Licenses/Permits:

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

#### E. Adequate Resources:

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

#### F. Admission Policy:

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

#### G. San Francisco Residents Only:

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

#### H. Grievance Procedure:

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

#### I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Type in the Program Name below, as it is shown in Appendix A:

- A-1: Methadone Maintenance
- A-2: Jail Methadone Courtesy Dosing Program
- A-3: HIV Set Aside: Routine Opt-Out HIV Screening, Counseling, and Placement

**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.





**1. Agency and Program Information**

Bayview Hunters Point Foundation for Community Improvement

Program Name: Methadone Maintenance

1625 Carroll Street

San Francisco, CA 94124

Ph. (415) 822-8200

Fax: (415) 822-6822

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

Alfredta Nesbitt, Program Director, Substance Use Disorder Services

Ph. (415) 822-8200 x12

E-mail: [alfredta.nesbitt@bayviewci.org](mailto:alfredta.nesbitt@bayviewci.org)

Program Code: 38164

**2. Nature of Document**

**Original**     **Contract Amendment**     **Internal Contract Revision**  
 Providers of Behavioral Health Services

**3. Goal Statement**

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

**4. Target Population**

San Francisco residents who are age 18 and over who have abused, are addicted or at-risk for addiction to heroin and suffer from its attendant mental health and physical health disorders, who are unable to cease the use of heroin without medical assistance. These individuals are primarily the African-American population and live in the following communities in the Southeast sector of San Francisco such as the Bayview Hunters Point and Sunnydale are targeted; however, any individual that resides in San Francisco.

**5. Modality(ies)/Interventions**

A. Modality: Methadone Maintenance

<i>Units of Service (UOS) Description</i>	<i>Units of Service</i>	<i>Unduplicated Clients (UDC)</i>
<b>ODS Opiate/Narcotic Treatment (OTP/NTP) Dosing</b> 190 Contracted slots x 365 days per yr x .80 (utilization rate) – UOS 55,290	55,290	172
<b>ODS Opiate/Narcotic Treatment (OTP/NTP) Individual</b> 4.3 FTE x 80 encounters per week x 46 weeks =	15,824	172
<b>ODS Opiate/Narcotic Treatment (OTP/NTP Buprenorphine)</b> 1 FTE x 10 encounters per week x 26 weeks =	450	3
<b>Groups</b> 60 clients x 1 (10 min. counseling increments) per month x 10 mos.	4,835	
<b>Total UDC Served</b>	76,399	172

## 6. Methodology

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

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

The Foundation operates an Opioid Treatment Program (OTP) model (formerly called Narcotic Treatment Program of NTP) that directly administers methadone medication on a daily basis. We meet federal admission, discharge and continued service criteria under 42 CFR 8.12 and California law.

The OTP has previously focused on Methadone maintenance to address opioid addiction. But now, to reflect new SUD treatment services requirements under the Drug Medi-Cal Organized Delivery System (DMC-ODS) pilot, the Foundation proposes to add on Office-Based Opioid Treatment (OBOT) component with enhanced ambulatory addiction treatment services for patients with an opioid and/or alcohol use disorder, with a focus on the provision of Medication Assisted Treatment (MAT). There will be a number of new therapies to be available to meet different levels of need (including buprenorphine, naloxone and disulfiram). We will also extend MAT therapy to patients who are solely trying to address addiction to alcohol.

Each client entering the Methadone Maintenance Program receives an intake assessment, ASAM multidimensional assessment, medical examination and a mental health status examination. No more than five percent of clients will be placed on a detoxification regimen designed to facilitate their transition to methadone maintenance treatment. Additionally, clients participate with counselors in developing and regularly reviewing their individualized treatment plans which identify quantifiable quarterly and annual goals. In the ongoing phases of treatment, clients are required to participate in individual counseling sessions. Support groups, structured educational experiences, and recovery activities are available on a voluntary basis for interested clients. All clients will come to the clinic daily for their methadone dosing.

All clients will be offered the opportunity to participate in both individual and group mental health counseling provided by the Bayview Hunters Point Foundation Mental Health services. Staff from both programs will hold regular case conferences to determine clients' needs, the best methodology for psychological support towards recovery and monitor client progress.

The Methadone Maintenance Treatment Program will also assist clients in reaching and maintaining productive opiate-free lives.

**Additional Medication Assisted Treatment (MAT)**

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

**Buprenorphine MAT services will include:**

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

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

**Admission Criteria:**

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

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

**Intended and Average Length of Stay:**

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

**Criteria for Successful Participation:**

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

**Criteria for Successful Completion:**

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

**Strategies:**

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

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

- Intake and orientation
- Program operation
- Transition
- Aftercare

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

**Needs Assessment**

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

- A summary of the client's psychological and sociological background, including specific educational and vocational experiences, skills (technical, vocational, artistic, etc.) and interests.
- The client's strengths, needs, abilities, and preferences which are documented in the client's own words
- An assessment of the client's needs for:
  - Dental, Vision, Health, Mental Health, and Complimentary Care
  - HIV, Hep "C" and Venereal Disease/Infectious Disease screening
  - Educational, economic, and legal services
  - Vocational habilitation and or rehabilitation

**Treatment Plan**

- Quantifiable short-term (requires 90 days or less to achieve) and long-term (requires over 90 days to achieve) goals to be achieved by the client that are based on identified needs with estimated target dates for their attainment
- Specific behavioral tasks the client must accomplish to achieve each treatment plan goal within the time period of the estimated target dates
- A description of the type, purpose and frequency of counseling and program activities the client will be participating in

- Clients' Primary Counselors will formally evaluate and update the needs assessments and treatment plans every three months (or sooner if indicated) from the date of clients' signed admission to the program. A twice a year review will also occur at joint mental health case conferences. This review process will be documented and includes:
  - An evaluation of the results stemming from the monthly progress notes
  - A summary of the client's progress or lack thereof towards achieving each of the identified goals in their previous treatment plan. Changes, adjustments and additions to the client needs assessment;
  - New goals and behavioral tasks for any newly identified needs, and related changes in the type and frequency of the counseling
  - Services being provided to the client as well as their level of participation in the program;
  - The completed, updated treatment plan becoming effective on the day the primary counselor signs it.

The Unit Coordinator of the Methadone Maintenance Program and the Medical Director will review all initial updated treatment plans and needs assessments within 14 calendar days from the effective dates of the plans. They both will countersign these documents upon their final review to signify concurrence with the findings and will both record and sign any amendments to the individual plans where it is deemed clinically or medically (for the Medical Director only) appropriate.

**Outreach:**

The Methadone Maintenance Program's primary outreach relationship is with the Behavioral Health Treatment Access. Additional outreach relationships have been developed with Project Homeless Connect (PHC), Southeast Health Center, and the PAES counseling service. Street outreach is also conducted to recruit clients.

**Discharge Criteria for non-compliance:**

Fourteen (14) days of no shows for dosing and threats or acts of violence against staff or other clients. Clients may request a fair hearing if they feel the discharge is unfair. In circumstances where clients are immediately discharged and terminated from the Methadone Maintenance Program, they are referred to other Narcotic Treatment Programs in the San Francisco Bay Area.

**Schedule:**

The schedule for Methadone Maintenance dosing is as follows:

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

**Linkages:**

Outside resources are regularly utilized for all Methadone Maintenance clients when they are ready to receive these services. Available are life skills classes, vocational training, job placement, counseling services and financial support. These programs include, Integrated Behavioral Health; Northern California Service League; San Francisco Homeless Connect; Bayview Mental Health Services; Westside Community Services; SF Department of Human Services County Adult Assistance Programs.

**Staffing:**

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

**7. Objectives and Measurements**

**“All Objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Performance Objectives FY 17-18.” The objectives that apply to this program are:**

A.1, B.1, B.2, B.3, B.3.A, B4, D.6, D.11, D.12, D.16, D.18

**8. Continuous Quality Improvement**

The Bayview Hunters Point Narcotic Treatment Programs: Methadone Maintenance/Jail Dosing Programs CQI activities are designed to enhance, improve and monitor quality of services.

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

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

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

- B. Our Program monitors documentation quality by reviewing

case files through periodic reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Behavior Health Services (BHS), with standards and practices defined by Department of Health Care Services (DHCS) and Commission of Accredited Rehabilitative Facilities (CARF). To ensure compliance with documentation of treatment plans, case notes and timely signatures, monthly chart reviews are conducted by Medical Records Staff and Counselors, then discussed with the Unit Coordinator/Supervisor for follow-up issues.

All staff participates in annual documentation trainings provided internally and by Community Behavioral Health Services. Staff meetings are also held on a monthly basis as a venue where staff can discuss administrative and clinical issues.

- C. All program staff participates in an annual Cultural Competency/ Law, Ethics and Boundaries Training- geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored by Department of Public Health (DPH) and Behavior Health Services (BHS). A list of other staff trainings includes Code of Conduct, Documentation Review and Corporate Compliance.
- D. Bayview values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual Focus Groups and Client Satisfaction Surveys administered on an annual basis. Client's suggestions from Focus Groups are documented and then discussed with the multi-disciplinary staff. Changes that improve the efficacy, quality or outcomes of program services are prioritized for implementation. Results of the focus groups are posted throughout the facility which encourages clients to give additional feedback. We also provide a suggestion box for clients and staff. BHS client satisfaction results are reviewed and discussed with staff and clients.

Continuous quality improvement assures that program will remain licensed by the State Department of Health Care Services (DHCS), be in compliance with its licensing regulation and maintain accreditation as required through the Substance Abuse and Mental Health Services Administration (SAMSHA) under new federal regulations. The Foundation will work with Behavior Health Services (BHS) to meet and comply with all state and Drug Medi-Cal Waiver requirements to continue to offer Opioid Treatment Programs (OTP).

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





**1. Agency and Program Information:**

Bayview Hunters Point Foundation for Community Improvement  
 Jail Methadone Courtesy Dosing Program  
 1625 Carroll Street  
 Ph. (415) 822-8200  
 San Francisco, CA 94124 Fax: (415) 822-6822  
[www.bayviewci.org](http://www.bayviewci.org)

Alfredta Nesbitt, Program Director, Substance Use Disorder Services  
 Ph. (415) 822-8200 x12  
[alfredta.nesbitt@bayviewci.org](mailto:alfredta.nesbitt@bayviewci.org)

Program Code: N/A

**2. Nature of Document:**

Check one  **Original**  **Contract Amendment**  **Internal Contract Revision**

Provider of Behavioral Health Services

**3. Goal Statement:**

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

**4. Target Population:**

All programs target San Francisco residents who are abusing, addicted, or at-risk for addiction. The population served in this Jail Methadone Courtesy Dosing Program consists of multi-cultural, incarcerated adult male, female and transgender heroin abusers, who are unable to cease the use of heroin without medical assistance, currently registered in a Narcotic Treatment Program and are incarcerated in the San Francisco City and County jails.

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

A. Modality: Methadone Maintenance

B. Definition of Billable Services: See Appendix B CRDC

Units of Service (UOS) Description	Units of Service (UOS)	Unduplicated Clients (UDC)
<i>Dispensing: 66 contracted slots x 365 days per yr x .79.53 (Utilization rate)=</i>	19,858	66
<b>Total Unduplicated Clients</b>		<b>66</b>

**6. Methodology**

**Program Description/Philosophy:**

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

The Jail Methadone Dosing Program embraces the San Francisco Department of Public Health's principles of Harm Reduction and Cultural Competency to provide the highest quality treatment service resources for clients. Adherence to these principles facilitates efforts by clients to return to successful community living in a productive and independent lifestyle as possible.

**Admission Criteria:**

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

**Intended and Average Length of Stay:**

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

**Strategies:**

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

**Discharge Criteria for Non-Compliance:**

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

**Schedule:**

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

**Progression:**

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

**Linkages:**

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

**Staffing:**

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

**7. Objectives and Measurements**

"All objectives, and description of how objectives will be measured, are contained in the BHS document entitled Performance Objectives FY 17-18".

A.1, B.1, B.2, B.3, B.3.A, B4, D.6, D.11, D.12, D.16, D.18

**8. Continuous Quality Improvement**

The Bayview Hunters Point Narcotic Treatment Programs: Methadone Maintenance/Jail Dosing Programs CQI activities are designed to enhance, improve and monitor quality of services.

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

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

- B. Our Program monitors documentation quality by reviewing case files through periodic reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Behavior Health Services (BHS), with standards and practices defined by Department of Health Care Services (DHCS) and Commission of Accredited Rehabilitative Facilities (CARF). To ensure compliance with documentation of treatment plans, case notes and timely signatures, monthly chart reviews are conducted by Medical Records Staff and Counselors; then discussed with Unit Coordinator/Supervisor for follow-up issues. All staff participates in annual documentation trainings provided internally and by Behavioral Health

Services (BHS). Staff meetings are also held on a monthly basis as a venue where staff can discuss administrative and clinical issues.

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

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

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

D. Bayview values client opinions and suggestions for program improvements.

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

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

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

**1. Agency and Program Information:**

Bayview Hunters Point Foundation for Community Improvement  
 HIV Set Aside: Routine Opt-Out HIV Screening, Counseling, and Placement  
 1625 Carroll Street  
 San Francisco, CA 94124  
 Ph. (415) 822-8200 Fax (415) 822-6822  
[www.bayviewci.org](http://www.bayviewci.org)  
 Alfredta Nesbitt, Program Director, Substance Abuse Services  
 Ph. (415) 822-8200 x12  
[www.alfredta.nesbitt@bayviewci.org](mailto:www.alfredta.nesbitt@bayviewci.org)  
 Program Code: 38164

**2. Nature of Document**

New    Renewal    Modification

**3. Goal Statement**

The goal of opt-out HIV screening is to reduce the spread of HIV/AIDS by providing routine testing to clients who are enrolled in our narcotic treatment program. In addition, it is the program's goal to reduce risk among clients who are at-risk for HIV infection and to link those who test positive for HIV to care.

**4. Target Population**

The program targets adults aged eighteen and over who are being admitted to the Narcotic Treatment Program and those who are presently enrolled in the Narcotic Treatment Program, who are addicted, abusing, or at-risk for addiction and do not know their HIV status. The African-American population and the following communities in the Southeast sector of San Francisco such as the Bayview Hunters Point and Sunnydale are targeted. However, any individual may reside anywhere in San Francisco. Those individuals who are also homeless/indigent are also targeted.

Program services will also be offered to the partners of clients served by the Narcotic Treatment Program and to the targeted populations in the communities of Bayview Hunters Point, Sunnydale, and Potrero Hill.

**5. Modality(ies)/Intervention**

A. Modality: Ancillary Services

Strategy 65 – HIV Early Intervention Services. Those activities involved in the prevention and delay of the progression of HIV by encouraging HIV counseling, testing, assessment of the progression of the disease and the provision of prophylactic and anti-viral prescription drugs.

<i>Program A</i>	<i>B</i>	<i>C</i>	<i>D</i>
<i>Units of Service (UOS) Description</i>	<i>Units of Service</i>	<i>Number of Clients</i>	<i>Unduplicated Clients (UDC)</i>
<i>Testing 1,250 x 1 cycle 1 Cycle equals Pre-Counseling plus Blood</i>	<i>250</i>	<i>200</i>	<i>200</i>

<i>Draw/Test plus Post-Counseling and Results plus Referral equals 197 cycles</i>			
<b>Total UOS Delivered</b>	250	200	200
<b>Total UDC Served</b>			

**6. Methodology**

**Program Description/Philosophy:**

“Opt-out” HIV screening means that medical care providers do not need to obtain written consent for HIV testing and may incorporate testing as part of primary or general medical care. Prior to ordering a test that identifies infection with HIV, a medical care provider shall inform the client that the test is planned, provide information about the test, inform the patient that there are numerous treatment options available for a client who tests positive for HIV and that a person who tests negative for HIV should continue to be routinely tested but advise the client that he or she has the right to decline the test. If a client declines the test, the medical care provider shall note that fact in the client’s medical file. A significant program goal of opt-out HIV screening is disclosure of HIV status to potential and/or current sexual and/or needle sharing partners and program design should prioritize the completion of this phase, as well as successful linkage strategies for those patients testing HIV-positive.

HIV/AIDS is having a devastating effect on poor communities and communities of color. Combined with substance use and abuse these effects are compounded and pose a significant threat to the continued well-being of these communities. This program is designed to reduce the negative effects of HIV/AIDS and improve the life of the recovering client. For those seeking treatment for addiction this program embodies a belief that early detection can prolong both the quantity and quality of a person’s life, that no one needs to face this disease alone and that families and their support are integral to long-term survival. This philosophy echoes the goal of this program which is to reduce risk of HIV infection and link those who are HIV positive to care. The treatment philosophy of this program is to fully embrace the principles of Harm Reduction and Cultural Competency in order to provide the highest quality treatment services and resources for clients.

**Admission Criteria:**

Clients being treated in one of the Bayview Substance Use Disorder Services treatment programs, who are residents of San Francisco and have a history of substance use disorder or those who are in treatment and do not know their HIV status.

**Strategies:**

Each program participant will receive the following services:

- At the time of admission/induction to treatment and annually, each client will be informed that they will receive an HIV test, which they may decline to take.
- Intake assessment to determine clients' needs and HIV-related risk behaviors;
- Individualized treatment plan and risk-reduction plans will be developed to reduce HIV-related drug and sexual risk behaviors.
- Post-test counseling will be conducted after test results have been received by the program. If client tests HIV positive, referrals to care will be made.

- Individual and group counseling, referrals, partner disclosure, and follow-up services for individual and partner of individual in the narcotic treatment program who is receiving services
- Advocacy and assistance with appropriate health and social service agencies

**Schedule:**

Services are available Monday through Friday, 6:00am to 2:00pm.

A typical weekly schedule would be:

Monday – Friday: Intake, risk reduction counseling, and advocacy.

**Progression:**

A client's need for support services and risk-reduction counseling is usually intensified during the initial stages of treatment. However, support services and risk-reduction counseling will remain ongoing as long as the client remains in treatment. For those who opt-out of HIV screening or still have not been screened, counselors will check-in with those clients every 90 days about getting tested for HIV. Additionally, treatment plans are revised and updated every 90 days. All clients' risk will be re-assessed for HIV infection every 90 days, and all clients will receive ongoing risk reduction counseling.

**Linkages:**

The primary linkages are in-house with the other Bayview Substance Use Disorder treatment units for HIV-positive clients in need of substance use treatment. For HIV-positive clients in need of medical services, referrals are made to the Southeast Health Center, the Early Access Medical Clinic at San Francisco General Hospital, Southeast Partnership for Health-Center of Excellence, and the Early Intervention Program at Southeast Health Center. Other linkages that the program has include the Centralized Opiate Program Evaluation (COPE), Project Homeless Connect (PHC), the PAES counseling service, Bayview Mental Health program, and Swords to Plowshares.

**Staffing:**

The program's clinical and administrative staff ensures efficient and effective program operation and service delivery. Refer to Exhibit B for more information on staffing.

**7. Objectives and Measurements**

**A. Standardized Objectives**

“All objectives and descriptions of how objectives will be measured are contained in the Userdocument entitled Performance Objectives FY 17-18.

**8. Continuous Quality Improvement**

The Bayview Hunters Point Narcotic Treatment Programs: Methadone Maintenance/Jail Dosing Programs CQI activities are designed to enhance, improve and monitor quality of services.

A. Our Program identifies areas of improvement through chart reviews and case conferences which are conducted on a monthly basis.

Avatar reports are reviewed and reconciled on a monthly basis by the Medical Records Staff. Participants in the case conference meetings include Medical

Director/Staff Physician, Unit Coordinator/Supervisor and counselors. Our Counselors receives monthly supervision from the Unit Coordinator Supervisor where they are advised on client cases such as treatment planning, continued care and discharge status.

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

B. Our Program monitors documentation quality by reviewing case files through periodic reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Behavior Health Services (BHS), with standards and practices defined by Department of Health Care Services (DHCS) and Commission of Accredited Rehabilitative Facilities (CARF). To ensure compliance with documentation of treatment plans, case notes and timely signatures, monthly chart reviews are conducted by Medical Records Staff and Counselors, then discussed with the Unit Coordinator/Supervisor for follow-up issues. All staff participates in annual documentation trainings provided internally and by BHS. Staff meetings are also held on a monthly basis as a venue where staff can discuss administrative and clinical issues.

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

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

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

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



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



## Appendix B Calculation of Charges

### 1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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

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

## 2. Program Budgets and Final Invoice

A. Program are listed below:

- B-1: Methadone Maintenance
- B-2: Jail Methadone Courtesy Dosing Program
- B-3 HIV Set Aside: Routine Opt-Out HIV Screening, Counseling, and Placement

B. Compensation

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Eight Million One Hundred Twenty Three Thousand Five Hundred Dollars (\$8,123,500) for the period of July 1, 2017 through June 30, 2022.

CONTRACTOR understands that, of this maximum dollar obligation, \$870,375 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, 2017 - June 30, 2018	\$ 1,450,625
July 1, 2018 - June 30, 2019	\$ 1,450,625
July 1, 2019 - June 30, 2020	\$ 1,450,625
July 1, 2020 - June 30, 2021	\$ 1,450,625
July 1, 2021 - June 30, 2022	\$ 1,450,625
total	\$ 7,253,125
Contingency	\$ 870,375
Grand Total	\$ 8,123,500

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

**3. Services of Attorneys**

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

**4. State or Federal Medi-Cal Revenues**

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

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

**5. Reports and Services**

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



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

Appendix B, Page 1

Fiscal Year 2017-2018

Funding Notification Date 12/22/17

DHCS Legal Entity Number 00341

Contractor Name Bayview Hunters Point Foundation

Contract CMS # 7914, FSP CID # 1000008696

Contract Appendix Number	B-1	B-2	B-3						
Provider Number	383816	383816	N/A						
Program Name(s)	Methadone Maintenance	Jail Methadone Courtesy Dosing	Infectious Disease Testing for Drug Users						
Program Codes	38164	N/A	N/A						
Funding Term	7/1/17 - 6/30/18	7/1/17 - 6/30/18	7/1/17 - 6/30/18						
<b>FUNDING USES</b>									<b>TOTAL</b>
Salaries	\$ 426,493	\$ 109,930	\$ 5,960						\$ 542,383
Employee Benefits	\$ 137,774	\$ 30,426	\$ 1,885						\$ 170,085
Subtotal Salaries & Employee Benefits	\$ 564,267	\$ 140,356	\$ 7,845						\$ 712,468
Operating Expenses	\$ 448,778	\$ 85,734	\$ 14,438						\$ 548,950
Capital Expenses	\$ -	\$ -	\$ -						\$ -
Subtotal Direct Expenses	\$ 1,013,045	\$ 226,090	\$ 22,283						\$ 1,261,418
Indirect Expenses	\$ 151,955	\$ 33,910	\$ 3,342						\$ 189,207
Indirect %	15.0%	15.0%	15.0%						15.0%
TOTAL FUNDING USES	\$ 1,165,000	\$ 260,000	\$ 25,625						\$ 1,450,625
									Employee Fringe Benefits % 34.6%
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>									
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -						\$ -
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>									
SA FED - DMC FFP, CFDA #93.778	\$ 698,750								\$ 698,750
SA STATE - DMC	\$ 376,250								\$ 376,250
SA COUNTY - General Fund	\$ 90,000	\$ 260,000							\$ 350,000
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	\$ 1,165,000	\$ 260,000	\$ -						\$ 1,425,000
<b>OTHER DPH FUNDING SOURCES</b>									
HPS COUNTY HPS GF			\$ 25,625						\$ 25,625
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ 25,625						\$ 25,625
TOTAL DPH FUNDING SOURCES	\$ 1,165,000	\$ 260,000	\$ 25,625						\$ 1,450,625
<b>NON-DPH FUNDING SOURCES</b>									
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -						\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,165,000	\$ 260,000	\$ 25,625						\$ 1,450,625
Prepared By Brad Akard									Phone Number 415 468 5100

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

Contractor Name: Bayview Hunters Point Foundation  
 Provider Name: Bayview Hunters Point Foundation  
 Provider Number: 383816

Appendix # B-1  
 Page # 2  
 Fiscal Year 2017-2018  
 Funding Notification Date 12/22/17

Program Name	Program Code	Methadone Maintenance	Methadone Maintenance	Methadone Maintenance	Methadone Maintenance	Methadone Maintenance	Methadone Maintenance
Mode/SFC (MH) or Modality (SA)		38164	38164	38164	38164	38164	38164
Service Description		ODS-120	ODS-120	ODS-120	ODS-120	ODS-120	ODS-120
Service Description Detail		Methadone - all services	Methadone - all services	Methadone - all services	Methadone - all services	Methadone - all services	Methadone - all services
Funding Term		7/1/17 - 6/30/18	7/1/17 - 6/30/18	7/1/17 - 6/30/18	7/1/17 - 6/30/18	7/1/17 - 6/30/18	7/1/17 - 6/30/18
Salaries & Employee Benefits		351,079	200,757	8,032	4,399	564,267	
Operating Expenses		279,223	159,668	6,388	3,499	448,778	
Capital Expenses		-	-	-	-	-	-
<b>Subtotal Direct Expenses</b>		<b>630,302</b>	<b>360,425</b>	<b>14,420</b>	<b>7,898</b>	<b>1,013,045</b>	
Indirect Expenses		94,544	54,063	2,163	1,185	151,955	
<b>TOTAL FUNDING USES</b>		<b>724,846</b>	<b>414,488</b>	<b>16,583</b>	<b>9,083</b>	<b>1,165,000</b>	
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>							
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>							
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>							
Accounting Code							
SA FED - DMC FFP, CFDA #93.778		434,764	248,604	9,945	5,447	698,750	
SA STATE - DMC		234,088	133,863	5,356	2,933	376,250	
SA COUNTY - General Fund		55,994	32,021	1,282	703	90,000	
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>		<b>724,846</b>	<b>414,488</b>	<b>16,583</b>	<b>9,083</b>	<b>1,165,000</b>	
<b>OTHER DPH FUNDING SOURCES</b>							
<b>TOTAL OTHER DPH FUNDING SOURCES</b>							
<b>TOTAL DPH FUNDING SOURCES</b>		<b>724,846</b>	<b>414,488</b>	<b>16,583</b>	<b>9,083</b>	<b>1,165,000</b>	
<b>NON-DPH FUNDING SOURCES</b>							
<b>TOTAL NON-DPH FUNDING SOURCES</b>							
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>724,846</b>	<b>414,488</b>	<b>16,583</b>	<b>9,083</b>	<b>1,165,000</b>	
<b>BHS UNITS OF SERVICE AND UNIT COST</b>							
Number of Beds Purchased (if applicable)							
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)		400					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
Payment Method							
DPH Units of Service		55,290	26,967	4,835	450		
Dosing: Daily Individual and Group: 10 Minutes		13.11	15.37	3.43	20.18		
Unit Type		Minutes	Minutes	Minutes	Minutes		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		\$ 13.11	\$ 15.37	\$ 3.43	\$ 20.18		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 13.11	\$ 15.37	\$ 3.43	\$ 20.18		
Published Rate (Medi-Cal Providers Only)		\$ 13.11	\$ 15.37	\$ 3.43	\$ 20.18		
Unduplicated Clients (UDC)		172	included	included	included	172	
<b>Total UDC</b>						<b>172</b>	



Appendix B - DPH 3: Salaries & Benefits Detail

Appendix #: B-1  
 Page #: 3  
 Fiscal Year: 2017-2018  
 Funding Notification Date: 12/22/17

Program Name: Methadone Maintenance  
 Program Code: 38164

Position Title	7/1/17 - 6/30/18		7/1/17 - 6/30/18		7/1/17 - 6/30/18		7/1/17 - 6/30/18		7/1/17 - 6/30/18		7/1/17 - 6/30/18		7/1/17 - 6/30/18	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director of Narcotics & Substance Abuse	0.63	\$ 52,162	0.63	\$ 52,162										
Administrative Assistant	0.72	\$ 26,880	0.72	\$ 26,880										
Medical Records/Billing Technician	0.66	\$ 24,605	0.66	\$ 24,605										
Intake/Billing Clerk	0.66	\$ 19,930	0.66	\$ 19,930										
Nurse Practitioner/ Physician	0.40	\$ 55,366	0.40	\$ 55,366										
LVN/ Coordinator	0.46	\$ 31,700	0.46	\$ 31,700										
Licensed Vocational Nurse	1.55	\$ 80,639	1.55	\$ 80,639										
Methadone Coordinator	0.80	\$ 42,928	0.80	\$ 42,928										
Counselor	2.41	\$ 92,283	2.41	\$ 92,283										
	0.00	\$ -		\$ -										
	0.00	\$ -		\$ -										
	0.00	\$ -		\$ -										
	0.00	\$ -		\$ -										
	0.00	\$ -		\$ -										
<b>Totals:</b>	<b>8.29</b>	<b>\$ 426,493</b>	<b>8.29</b>	<b>\$ 426,493</b>										

Employee Fringe Benefits:	32%	\$ 137,774	32%	\$ 137,774	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 564,267</b>		<b>\$ 564,267</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>

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

Program Name: Methadone Maintenance  
 Program Code: 38164

Appendix #: B-1  
 Page #: 4  
 Fiscal Year: 2017-2018  
 Funding Notification Date: 12/22/17

Expense Categories & Line Items	7/1/17 - 6/30/18	HMHSCRES227	7/1/17 - 6/30/18	TOTAL	7/1/17 - 6/30/18	7/1/17 - 6/30/18
<b>Term:</b>						
Rent	\$ 154,000	\$	\$ 154,000			
Utilities(telephone, electricity, water, gas)	\$ 54,000	\$	\$ 54,000			
Building Repair/Maintenance	\$ 34,118	\$	\$ 34,118			
<b>Occupancy Total:</b>	<b>\$ 242,118</b>	<b>\$</b>	<b>\$ 242,118</b>			
Office Supplies	\$ 15,282	\$	\$ 15,282			
Photocopying	\$ -	\$	\$ -			
Program Supplies	\$ 43,255	\$	\$ 43,255			
Computer Hardware/Software	\$ 11,518	\$	\$ 11,518			
<b>Materials &amp; Supplies Total:</b>	<b>\$ 70,055</b>	<b>\$</b>	<b>\$ 70,055</b>			
Training/Staff Development	\$ 700	\$	\$ 700			
Insurance	\$ 16,156	\$	\$ 16,156			
Professional License	\$ 17,853	\$	\$ 17,853			
Permits	\$ -	\$	\$ -			
Equipment Lease & Maintenance	\$ 4,800	\$	\$ 4,800			
<b>General Operating Total:</b>	<b>\$ 39,509</b>	<b>\$</b>	<b>\$ 39,509</b>			
Local Travel	\$ 218	\$	\$ 218			
Out-of-Town Travel	\$ -	\$	\$ -			
Field Expenses	\$ -	\$	\$ -			
<b>Staff Travel Total:</b>	<b>\$ 218</b>	<b>\$</b>	<b>\$ 218</b>			
<b>7/1/17 - 6/30/18 Medical Director: Alexis Williams</b>						
MD. Administer medical services, plan & supervise treatment. The approximate hourly rate is \$125.10/hr x 8 hrs. per week x 48.4 weeks	\$ 48,439	\$	\$ 48,439			
<b>Medical Director: Catherine Olson MD.</b>						
Administer medical services, plan & supervise treatment. The approximate hourly rate is \$125.10/hour x 8 hrs/week x 48.4 weeks	\$ 48,439	\$	\$ 48,439			
<b>Consultant/Subcontractor Total:</b>	<b>\$ 96,878</b>	<b>\$</b>	<b>\$ 96,878</b>			
Other (provide detail):	\$ -	\$	\$ -			
	\$ -	\$	\$ -			
	\$ -	\$	\$ -			
<b>Other Total:</b>	<b>\$ -</b>	<b>\$</b>	<b>\$ -</b>			
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 448,778</b>	<b>\$</b>	<b>\$ 448,778</b>			

**BUDGET JUSTIFICATION**

Contractor Name Bayview Hunters Point Foundation  
 Program Name: Methadone Maintenance

Appendix #: B-1  
 Fiscal Year: 2017-2018

**1a) SALARIES**

<b>Staff Position 1: Director of Narcotics &amp; Substance Abuse</b>				
Responsible for the day to day operations of the program - assesses the needs and ensure that program objectives are met. Provides direction and supervision to staff. Coordinates program activities.				
Brief description of job duties: activities.				
Masters Degree preferred or Bachelor's Degree in related field with 7 years experience in non profit management and providing staff supervision, good written and verbal communications skills, possess problem solving and decision making skills.				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$83,369	0.63	12	1	\$ 52,162
<b>Staff Position 2: Administrative Assistant</b>				
Provide general administrative and clerical support; perform data entry and scan documents; answer incoming calls; maintain office supplies and equipment for department.				
Brief description of job duties:				
Associates degree required; 2 years experience of hands on administrative support; proficiency in MS Word, Excel and Outlook and must have knowledge of operating standard office equipment, excellent communication skills - written and verbal.				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$37,226	0.72	12	1	\$ 26,660
<b>Staff Position 3: Medical Records/Billing Technician</b>				
This position is responsible for oversight of client initial intakes, service billings, and data collection and input: collection and accounting of client fees.				
Brief description of job duties: collection and input: collection and accounting of client fees.				
High School Diploma, supplemented by completion of a prescribed course in Medical Records Librarianship in a accredited school, or 3 years experience in general office procedures, including data entry. Must be proficient in MSWord and Excel.				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$37,440	0.66	12	1	\$ 24,605
<b>Staff Position 4: Intake/Billing Clerk</b>				
Assist in intake process; billing and payment documentation; data input, telephone backup; charting assistance, and related intake and billing functions.				
Brief description of job duties:				
High School graduate, supplemented by work experience in medical billing and intake functions. Ability to use current computer and calculator technology, must be organized, review and update intake and billing related areas of clients charts.				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$30,328	0.66	12	1	\$ 19,930
<b>Staff Position 5: Nurse Practitioner/ Physician</b>				
Responsible for providing evaluation/medical examinations to new clients and re-evaluation/medical examination of clients on an annual basis. Performs limited laboratory, phlebotomy and test procedures.				
Brief description of job duties:				
Licensed Family Nurse Practitioner or PA in the State of California; 2 years experience working in a community based setting/clinic.				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$137,836	0.40	12	1	\$ 66,366
<b>Staff Position 6: LVN/ Coordinator</b>				
Oversees and directs the dispensing department. Ensures that department is in compliance with all regulatory procedures. Ensures that staff is trained in the use of dispensing equipment/writes reports, supervise dispensing staff. Ensures that medical logs are accurate.				
Brief description of job duties:				
Licensed Registered Nurse or LVN with the State of California; 3 years supervisory experience. Excellent written and communication skills.				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$68,293	0.46	12	1	\$ 31,700
<b>Staff Position 7: Licensed Vocational Nurse</b>				
Responsible for dispensing methadone daily based upon written prescription from Medical Director; responsible for delivering medication to the SF county jails.				
Brief description of job duties:				
Licensed Registered Nurse or LVN with the State of California; 3 years supervisory experience. Excellent written and communication skills.				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$52,000	1.55	12	1	\$ 80,630
<b>Staff Position 8: Methadone Coordinator</b>				
Responsible for oversight and supervision to the program counselors; consults with medical staff; clinical staff and the program director around clinical and operational activities.				
Brief description of job duties:				
Licensed Registered Nurse or LVN with the State of California; 3 years supervisory experience. Excellent written and communication skills.				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$53,498	0.80	12	1	\$ 42,928
<b>Staff Position 9: Counselor</b>				
Meet with clients to evaluate their substance problem, collaborate with client in the formulation of an individual recovery plan that is reviewed and modified with client on a regular basis, lead groups and individual sessions, maintain written and computerized records and other program documentation.				
Brief description of job duties:				
Bachelors Degree and current certification or registration with DADP; one year experience working with high risk adults. Excellent communication, writing and computer skills.				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$38,335	2.41	12	1	\$ 92,283
<b>Total FTE:</b>		<b>8.29</b>	<b>Total Salaries: \$ 426,493</b>	

**BUDGET JUSTIFICATION**

Contractor Name: Bayview Hunters Point Foundation  
 Program Name: Methadone Maintenance

Appendix #: B-1  
 Fiscal Year: 2017-2018

**1b) EMPLOYEE FRINGE BENEFITS:**

Component	Cost
Social Security	\$ 32,627
Retirement	\$ 8,530
Medical	\$ 64,819
Dental	\$ 8,958
Unemployment Insurance	\$ 4,774
Disability Insurance	\$ 8,885
Paid Time Off	\$ 9,383
Other (Workers Compensation Insurance)	\$
<b>Total Fringe Benefit:</b>	<b>137,774</b>
<b>Fringe Benefit %:</b>	<b>32%</b>
<b>TOTAL SALARIES &amp; EMPLOYEE FRINGE BENEFITS: 564,267</b>	

**2) OPERATING EXPENSES:**

Occupancy:

Expense Item	Brief Description	Rate	Cost
Rent	Rent of clinical and office space, partial year funding	12,833	154,000
Utilities	Power, water, telephone, scavenger, partial year	4,500	54,000
Building Repair/Maintenance	Janitorial services & supplies, bldg repair, partial year funding	2,843	34,118
<b>Total Occupancy:</b>			<b>242,118</b>

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Office supplies, recruiting costs, postage, partial year funding	1,274	15,282
Program Supplies	Lab tests, medical supplies & disposal, project supplies, security services, Partial year funding	3,605	43,255
Computer Hardware/Software	Maintain & service Metasoft & other workstation eqpt	960	11,518
<b>Total Materials &amp; Supplies:</b>			<b>70,055</b>

General Operating:

Expense Item	Brief Description	Rate	Cost
Training/Staff Development	Employee training	58.33	700
Insurance	Liability insurance, partial year funding	1,346	16,156
Professional License	DADP & other licenses, partial funding	1,488	17,853
Equipment Lease & Maintenance	Copier & phone system lease, partial funding	400	4,800
<b>Total General Operating:</b>			<b>39,509</b>

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost
parking at off-site training & meetings	Van Ness Ave	Local Travel	15/day	218
<b>Total Staff Travel:</b>				<b>218</b>

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost
Alexis Williams, MD	Administer medical services, plan & supervise treatment, partial year funding	1000/week	48,439
Catherine Olson, MD	Administer medical services, plan & supervise treatment, partial year funding	1000/week	48,439
<b>Total Consultants/Subcontractors:</b>			<b>96,878</b>

Other:

Expense Item	Brief Description	Rate	Cost
<b>Total Other:</b>			<b>-</b>
<b>TOTAL OPERATING EXPENSES:</b>			<b>448,778</b>

**3) CAPITAL EXPENDITURES: (If needed. A unit valued at \$5,000 or more)**

Capital Expenditure Item	Brief Description	Cost
<b>TOTAL CAPITAL EXPENDITURES:</b>		<b>-</b>
<b>TOTAL DIRECT COSTS:</b>		<b>1,013,045</b>

**4) INDIRECT COSTS**

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)	Amount
	151,955
Indirect costs are determined by assigning the ratio of each programs total direct costs to the total direct costs of all programs. Indirect costs are the actual costs of administering the organization as a whole.	
<b>Indirect Rate:</b>	<b>15%</b>
<b>TOTAL INDIRECT COSTS:</b>	<b>151,955</b>
<b>TOTAL EXPENSES: 1,165,000</b>	

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

Contractor Name: Bayview Hunters Point Foundation		Appendix # B-2	
Provider Name: Bayview Hunters Point Foundation		Page # 6	
Provider Number: 383816		Fiscal Year: 2017-2018	
		Funding Notification Date: 12/22/17	
Program Name	Program Code	Jail Methadone Courtesy Dosing	
Mode/SFC (MH) or Modality (SA)		N/A	
Service Description		NTP-41	
Funding Term		SA-Narcotic Tx Prog OP Meth Detox (OMD)	
		7/1/17 - 6/30/18	TOTAL
<b>FUNDING USES</b>			
Salaries & Employee Benefits		140,356	140,356
Operating Expenses		85,734	85,734
Capital Expenses		-	-
Subtotal Direct Expenses		226,090	226,090
Indirect Expenses		33,910	33,910
<b>TOTAL FUNDING USES</b>		<b>260,000</b>	<b>260,000</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES			
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>			
Accounting Code			
HMHSCRES227		260,000	260,000
SA COUNTY - General Fund			
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES			
<b>OTHER DPH FUNDING SOURCES</b>			
TOTAL OTHER DPH FUNDING SOURCES			
TOTAL DPH FUNDING SOURCES			
<b>NON-DPH FUNDING SOURCES</b>			
TOTAL NON-DPH FUNDING SOURCES			
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>			
<b>BHS UNITS OF SERVICE AND UNIT COST</b>			
Number of Beds Purchased (if applicable)			
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)			
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program			
Payment Method		Reimbursement (CR)	
DPH Units of Service		19,832	
Unit Type		Slot days	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$	13.11	\$
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$	13.11	\$
Published Rate (Medi-Cal Providers Only)			
Unduplicated Clients (UDC)			
66			
<b>Total UDC</b>			
66			

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

Appendix #: B-2  
 Page #: 7  
 Fiscal Year: 2017-2018  
 Funding Notification Date: 12/22/17

Program Name: Jail Methadone Courtesy Dosing  
 Program Code: N/A

Position Title	Term:	7/1/17 - 6/30/18		7/1/17 - 6/30/18		7/1/17 - 6/30/18		7/1/17 - 6/30/18		7/1/17 - 6/30/18		7/1/17 - 6/30/18		7/1/17 - 6/30/18	
		FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director of Narcotics & Substance Abuse		0.16	\$ 13,700	0.16	13,700										
Administrative Assistant		0.10	\$ 3,730	0.10	3,730										
Medical Records/ Billing Technician		0.21	\$ 7,787	0.21	7,787										
Intake/Billing Clerk		0.19	\$ 5,713	0.19	5,713										
LVN/ Coordinator		0.40	\$ 27,000	0.40	27,000										
Licensed Vocational Nurse		1.00	\$ 52,000	1.00	52,000										
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
		0.00	\$ -												
<b>Totals:</b>		<b>2.06</b>	<b>\$ 109,930</b>	<b>2.06</b>	<b>\$ 109,930</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>

Employee Fringe Benefits:	28%	\$ 30,426	28%	\$ 30,426	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 140,356</b>		<b>\$ 140,356</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>

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

Program Name: Jail Methadone Courtesy Dosing Appendix #: B-2  
 Program Code: N/A Page # 8  
Fiscal Year: 2017-2018  
Funding Notification Date: 12/22/17

Expense Categories & Line Items	7/1/17 - 6/30/18	7/1/17 - 6/30/18	HMHSCCRES227	TOTAL
<b>Term:</b>				
Rent	\$ 32,500	\$ 32,500		
Utilities(telephone, electricity, water, gas)	\$ 10,000	\$ 10,000		
Building Repair/Maintenance	\$ 11,600	\$ 11,600		
<b>Occupancy Total:</b>	<b>\$ 54,100</b>	<b>\$ 54,100</b>		
Office Supplies	\$ 2,500	\$ 2,500		
Photocopying	\$ -	\$ -		
Program Supplies	\$ 9,431	\$ 9,431		
Computer Hardware/Software	\$ 3,300	\$ 3,300		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 15,231</b>	<b>\$ 15,231</b>		
Training/Staff Development	\$ 500	\$ 500		
Insurance	\$ 4,000	\$ 4,000		
Professional License	\$ 3,000	\$ 3,000		
Permits	\$ -	\$ -		
Equipment Lease & Maintenance	\$ 1,750	\$ 1,750		
<b>General Operating Total:</b>	<b>\$ 9,250</b>	<b>\$ 9,250</b>		
Local Travel	\$ 7,153	\$ 7,153		
Out-of-Town Travel	\$ -	\$ -		
Field Expenses	\$ -	\$ -		
<b>Staff Travel Total:</b>	<b>\$ 7,153</b>	<b>\$ 7,153</b>		
Consultant/Subcontractor:	\$ -	\$ -		
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>		
Other (provide detail):	\$ -	\$ -		
<b>Other Total:</b>	<b>\$ -</b>	<b>\$ -</b>		
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 85,734</b>	<b>\$ 85,734</b>		

**BUDGET JUSTIFICATION**

Contractor Name: Bayview Hunters Point Foundation  
 Program Name: Jail Methadone Courtesy Dosing

Appendix #: B-2  
 Fiscal Year: 2017-2018

**1a) SALARIES**

<b>Staff Position 1: Director of Narcotics &amp; Substance Abuse</b>				
Brief description of job duties: Responsible for the day to day operations of the program - assesses the needs and ensure that program objectives are met. Provides direction and supervision to staff. Coordinates program activities.				
Minimum qualifications: Masters Degree preferred or Bachelor's Degree in related field with 7 years experience in non profit management and providing staff supervision, good written and verbal communications skills, possess problem solving and decision making skills.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$83,369	0.16	12	1	\$ 13,700

<b>Staff Position 2: Administrative Assistant</b>				
Brief description of job duties: Provide general administrative and clerical support; perform data entry and scan documents; answer incoming calls; maintain office supplies and equipment for department.				
Minimum qualifications: Associates degree required; 2 years experience of hands on administrative support; proficiency in MS Word, Excel and Outlook and must have knowledge of operating standard office equipment; excellent communication skills - written and verbal.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$37,225	0.10	12	1	\$ 3,730

<b>Staff Position 3: Medical Records/ Billing Technician</b>				
Brief description of job duties: This position is responsible for oversight of client initial intakes, service billings, and data collection and input; collection and accounting of client fees.				
Minimum qualifications: High School Diploma, supplemented by completion of a prescribed course in Medical Records Librarianship in a accredited school, or 3 years experience in general office procedures, including data entry. Must be proficient in MSWord and Excel.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$37,440	0.21	12	1	\$ 7,787

<b>Staff Position 4: Intake/Billing Clerk</b>				
Brief description of job duties: Assist in intake process; billing and payment documentation; data input, telephone backup; charting assistance, and related intake and billing functions.				
Minimum qualifications: High School graduate; supplemented by work experience in medical billing and intake functions. Ability to use current computer and calculator technology, must be organized, review and update intake and billing related areas of clients charts.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$30,328	0.19	12	1	\$ 5,713

<b>Staff Position 5: LVN/ Coordinator</b>				
Brief description of job duties: Oversees and directs the dispensing department. Ensures that department is in compliance with all regulatory procedures. Ensures that staff is trained in the use of dispensing equipment; writes reports, supervise dispensing staff. Ensures that medical logs are accurate.				
Minimum qualifications: Licensed Registered Nurse or LVN with the State of California; 3 years supervisory experience. Excellent written and communication skills.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$68,293	0.40	12	1	\$ 27,000

<b>Staff Position 6: Licensed Vocational Nurse</b>				
Brief description of job duties: Responsible for dispensing methadone daily based upon written prescription from Medical Director; responsible for delivering medication to the SF county jails.				
Minimum qualifications: Licensed Registered Nurse or LVN with the State of California; 3 years supervisory experience. Excellent written and communication skills.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$62,000	1.00	12	1	\$ 52,000

Total FTE: **2.06**                      Total Salaries: \$ **109,930**

**1b) EMPLOYEE FRINGE BENEFITS:**

Component	Cost
Social Security	\$ 8,410
Retirement	\$ 2,199
Medical	\$ 11,498
Dental	\$ 2,309
Unemployment Insurance	\$ 1,302
Disability Insurance	
Paid Time Off	\$ 2,280
Other (Workers Compensation Insurance):	\$ 2,418
<b>Total Fringe Benefit:</b>	<b>30,426</b>
<b>Fringe Benefit %:</b>	<b>28%</b>

**TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 140,356**



**BUDGET JUSTIFICATION**

Contractor Name Bayview Hunters Point Foundation  
Program Name: Jail Methadone Courtesy Dosing

Appendix #: B-2  
Fiscal Year: 2017-2018

**BUDGET JUSTIFICATION**

Contractor Name Bayview Hunters Point Foundation  
Program Name: Jail Methadone Courtesy Dosing

Appendix #: B-2  
Fiscal Year: 2017-2018

**2) OPERATING EXPENSES:**

Occupancy:

Expense Item	Brief Description	Rate	Cost
Rent	Rent of clinical and office space, parking space.	2,708	32,500
Utilities	Power, water, telephone, scavenger	833	10,000
Building Repair/Maintenance	Janitorial services & supplies, bldg repair	967	11,600
<b>Total Occupancy:</b>			<b>54,100</b>

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Office supplies, recruiting costs, postage	208	2,500
Program Supplies	Lab tests, medical supplies & disposal, project supplies, security services	786	9,431
Computer Hardware/Software	Maintain & support Metasoft and workstations	275	3,300
<b>Total Materials &amp; Supplies:</b>			<b>15,231</b>

General Operating:

Expense Item	Brief Description	Rate	Cost
Training/Staff Development	Employee training	42	500
Insurance	Liability insurance	333	4,000
Professional License	DADP & other licenses	250	3,000
Equipment Lease & Maintenance	Copier & phone system lease	146	1,750
<b>Total General Operating:</b>			<b>9,250</b>

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost
Daily travel to local jail to deliver methadone to incarcerated patients	475 7th Street	Vehicle lease, insurance, gas, repairs	59	7,153
<b>Total Staff Travel:</b>				<b>7,153</b>

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost
<b>Total Consultants/Subcontractors:</b>			<b>-</b>

Other:

Expense Item	Brief Description	Rate	Cost
<b>Total Other:</b>			<b>-</b>

**TOTAL OPERATING EXPENSES: 85,734**

**3) CAPITAL EXPENDITURES: (If needed. A unit valued at \$5,000 or more)**

Capital Expenditure Item	Brief Description	Cost

**TOTAL CAPITAL EXPENDITURES: -**

**TOTAL DIRECT COSTS: 226,090**

**4) INDIRECT COSTS**

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)	Amount
	33,910
Indirect costs are determined by assigning the ratio of each programs total direct costs to the total direct costs of all programs. Indirect costs are the actual costs of administering the organization as a whole.	

Indirect Rate: 15%  
**TOTAL INDIRECT COSTS: 33,910**

**TOTAL EXPENSES: 260,000**

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

Contractor Name: Bayview Hunters Point Foundation			Appendix #
Provider Name Bayview Hunters Point Foundation			B-3
Provider Number N/A			Page #
			10
			Fiscal Year
			2017-2018
			Funding Notification Date
			12/22/17
Program Name			Infectious Disease Testing for Drug Users
Program Code			N/A
Mode/SFC (MH) or Modality (SA)			N/A
Service Description			HIV Counseling and Testing Services
Funding Term			7/1/17 - 6/30/18
TOTAL			TOTAL
FUNDING USES			
Salaries & Employee Benefits			7,845
Operating Expenses			14,438
Capital Expenses			-
Subtotal Direct Expenses			22,283
Indirect Expenses			3,342
TOTAL FUNDING USES			25,625
BHS MENTAL HEALTH FUNDING SOURCES			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES			
BHS SUBSTANCE ABUSE FUNDING SOURCES			
SA COUNTY - General Fund			
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES			
OTHER DPH FUNDING SOURCES			
HPS COUNTY HPS GF			
Accounting Code			HCHMPREVNGF
TOTAL OTHER DPH FUNDING SOURCES			25,625
TOTAL DPH FUNDING SOURCES			25,625
NON-DPH FUNDING SOURCES			
TOTAL NON-DPH FUNDING SOURCES			
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			25,625
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased (if applicable)			
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)			
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program			
Payment Method			Cost Reimbursement
DPH Units of Service			205
Unit Type			Number of HIV Tests
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)			\$ 125.00
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)			\$ 125.00
Published Rate (Medi-Cal Providers Only)			\$ -
Unduplicated Clients (UDC)			172
Total UDC			172

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

Appendix #: B-3  
 Page # 11  
 Fiscal Year: 2017-2018  
 Funding Notification Date: 12/22/17

Program Name: Infectious Disease Testing for Drug Users  
 Program Code: N/A

Position Title	7/1/17 - 6/30/18		7/1/17 - 6/30/18		7/1/17 - 6/30/18		7/1/17 - 6/30/18		7/1/17 - 6/30/18		7/1/17 - 6/30/18	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director of Narcotics & Substance Abuse	0.06	\$ 5,960	0.06	5,960								
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
	0.00	\$ -										
<b>Totals:</b>	<b>0.06</b>	<b>\$ 5,960</b>	<b>0.06</b>	<b>\$ 5,960</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>

Employee Fringe Benefits:	32%	\$ 1,885	32%	\$ 1,885	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 7,845</b>		<b>\$ 7,845</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>

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

Program Name: Infectious Disease Testing for Drug Users  
 Program Code: N/A

Appendix #: B-3

Page #: 12

Fiscal Year: 2017-2018

Funding Notification Date: 12/22/17

Expense Categories & Line Items	TOTAL		HCHINPREVNGF	
	7/1/17 - 6/30/18	7/1/17 - 6/30/18	7/1/17 - 6/30/18	7/1/17 - 6/30/18
<b>Term:</b>				
Rent	\$ 1,000	\$ 1,000		
Utilities(telephone, electricity, water, gas)	\$ 350	\$ 350		
Building Repair/Maintenance	\$ 705	\$ 705		
<b>Occupancy Total:</b>	<b>\$ 2,055</b>	<b>\$ 2,055</b>		
Office Supplies	\$ 120	\$ 120		
Photocopying	\$ -	\$ -		
Program Supplies	\$ 190	\$ 190		
Computer Hardware/Software	\$ 120	\$ 120		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 430</b>	<b>\$ 430</b>		
Training/Staff Development	\$ 89	\$ 89		
Insurance	\$ 120	\$ 120		
Professional License	\$ 95	\$ 95		
Permits	\$ -	\$ -		
Equipment Lease & Maintenance	\$ 40	\$ 40		
<b>General Operating Total:</b>	<b>\$ 344</b>	<b>\$ 344</b>		
Local Travel	\$ 21	\$ 21		
Out-of-Town Travel	\$ -	\$ -		
Field Expenses	\$ -	\$ -		
<b>Staff Travel Total:</b>	<b>\$ 21</b>	<b>\$ 21</b>		
Phlebotomist, Cyndi Harris, performs blood draws for testing, \$18.00/hr, 12.3803 hrs/week, 52 weeks	\$ 11,588	\$ 11,588		
<b>Consultant/Subcontractor Total:</b>	<b>\$ 11,588</b>	<b>\$ 11,588</b>		
Other (provide detail):	\$ -	\$ -		
	\$ -	\$ -		
<b>Other Total:</b>	<b>\$ -</b>	<b>\$ -</b>		
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 14,438</b>	<b>\$ 14,438</b>		

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

Contractor Name: Bayview Hunters Point Foundation Page # 13  
 Contract CMS #: 7914, FSP CID # 1000008696 Fiscal Year: 2017-2018  
Funding Notification Date: 12/22/17

**1. SALARIES & BENEFITS**

Position Title	FTE	Amount
Executive Director	0.21	\$ 28,000
Deputy Director	0.21	\$ 23,130
Executive Assistant	0.21	\$ 8,770
Senior Accountant	0.21	\$ 14,670
AP/Payroll Accountant	0.21	\$ 10,960
Director of Clinical Services	0.07	\$ 6,570
Director of Compliance	0.04	\$ 1,860

Subtotal: 1.16 \$ 93,960  
 Employee Fringe Benefits: 29% \$ 26,780  
**Total Salaries and Benefits:** \$ 120,740

**2. OPERATING COSTS**

Expense line item:	Amount
Office Rent	\$ 21,907
Supplies	\$ 9,740
Accounting Supervision & Audit Preparation Assistance	\$ 14,610
Audit fees	\$ 14,610
Insurance	\$ 7,600
<b>Total Operating Costs</b>	<b>\$ 68,467</b>

<b>Total Indirect Costs (Salaries &amp; Benefits + Operating Costs)</b>	<b>\$ 189,207</b>
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**Appendix C**  
**Insurance Waiver**





**Appendix D**  
**Reserved**



Contractor Name: <b>Bayview Hunter Point Foundation</b>	Contractor City Vendor ID: <b>0000024522</b>
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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.**

<b>DOES YOUR ORGANIZATION...</b>				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?	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.]	Name & Title:			
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 <b>AND</b> that health information is <b>only transferred or created on encrypted devices approved by SFDPH Information Security staff?</b>				

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Signature	Date
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Contractor Name: <b>Bayview Hunter Point Foundation</b>	Contractor City Vendor ID: <b>0000024522</b>
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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 SFPDPH 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 SFPDPH.

**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.] [SFPDPH 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 SFPDPH's health information?		
I	Have (or will have if/when applicable) a diagram of how SFPDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?		

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

Name: (print) Officer or designated person	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](mailto:compliance.privacy@sfdph.org) for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

Name (print) EXCEPTION(S) APPROVED by OCPA	Signature	Date
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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”). 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.



San Francisco Department of Public Health

Business Associate Agreement

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

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

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

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

## 2. Obligations of Business Associate.

**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.

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

**b. 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)].



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**c. 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)].

**d. 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.

**e. 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).

**f. 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





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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.

**g. 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.

**h. 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.

**i. 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)].

**j. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section



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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.

**k. 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.

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

**m. 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)]

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

### 3. Termination.

**a. Material Breach.** A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of



San Francisco Department of Public Health  
Business Associate Agreement

the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

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

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

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

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

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

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) 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.



San Francisco Department of Public Health  
Business Associate Agreement

**5. Reimbursement for Fines or Penalties.**

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

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

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

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

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

Appendix F  
PAGE A

Control Number

\_\_\_\_\_

Contractor: Bayview Hunters Point Foundation For Cmmnty Improvement

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

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104



Funding Term: 07/01/2017 - 06/30/2018

PHP Division: Behavioral Health Services

INVOICE NUMBER: S12 JL 17

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: SA County/ Fed/ State - GF

Invoice Period: July 2017

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>B-1 Methadone Maintenance - PC#38164 - HMHSCRES227</b>												
ODS - 120 ODS NTP Methadon-All Svcs	55,290	172			-	-	0%	0%	55,290	172	100%	100%
Methadon Dosing												
ODS - 120 ODS NTP Methadon-All Svcs	26,967				-	-	0%	#DIV/0!	26,967	-	100%	#DIV/0!
Individual Counseling												
ODS - 120 ODS NTP Methadon-All Svcs	13,150				-	-	0%	#DIV/0!	13,150	-	100%	#DIV/0!
Group Counseling												
ODS - 1117 ODS NTP MAT Buprenorphine	13,150				-	-	0%	#DIV/0!	13,150	-	100%	#DIV/0!
Buprenorphine Dosing												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 426,493.00	\$ -	\$ -	0.00%	\$ 426,493.00
Fringe Benefits	\$ 137,774.00	\$ -	\$ -	0.00%	\$ 137,774.00
<b>Total Personnel Expenses</b>	<b>\$ 564,267.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 564,267.00</b>
<b>Operating Expenses:</b>					
Occupancy	\$ 242,118.00	\$ -	\$ -	0.00%	\$ 242,118.00
Materials and Supplies	\$ 70,055.00	\$ -	\$ -	0.00%	\$ 70,055.00
General Operating	\$ 39,509.00	\$ -	\$ -	0.00%	\$ 39,509.00
Staff Travel	\$ 218.00	\$ -	\$ -	0.00%	\$ 218.00
Consultant/ Subcontractor	\$ 96,878.00	\$ -	\$ -	0.00%	\$ 96,878.00
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 448,778.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 448,778.00</b>
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 1,013,045.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,013,045.00</b>
Indirect Expenses	\$ 151,955.00	\$ -	\$ -	0.00%	\$ 151,955.00
<b>TOTAL EXPENSES</b>	<b>\$ 1,165,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,165,000.00</b>
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

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 A

Control Number

\_\_\_\_\_

**Contractor: Bayview Hunters Point Foundation For Cmnty Improvement**

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

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104



Funding Term: 07/01/2017 - 06/30/2018

PHP Division: Behavioral Health Services

INVOICE NUMBER: S13 JL 17

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: SA County - General Fund

Invoice Period: July 2017

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>B-2 Jail Methadone Courtesy Dosing - HMHSCRES227</b>												
NTP - 41 SA-Narcotic 1x Prog OP Meth	19,832	66			-	-	0%	0%	19,832	66	100%	100%
Detox (OMD)												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 109,930.00	\$ -	\$ -	0.00%	\$ 109,930.00
Fringe Benefits	\$ 30,426.00	\$ -	\$ -	0.00%	\$ 30,426.00
<b>Total Personnel Expenses</b>	<b>\$ 140,356.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 140,356.00</b>
Operating Expenses:					
Occupancy	\$ 54,100.00	\$ -	\$ -	0.00%	\$ 54,100.00
Materials and Supplies	\$ 15,231.00	\$ -	\$ -	0.00%	\$ 15,231.00
General Operating	\$ 9,250.00	\$ -	\$ -	0.00%	\$ 9,250.00
Staff Travel	\$ 7,153.00	\$ -	\$ -	0.00%	\$ 7,153.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 85,734.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 85,734.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 226,090.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 226,090.00</b>
Indirect Expenses	\$ 33,910.00	\$ -	\$ -	0.00%	\$ 33,910.00
<b>TOTAL EXPENSES</b>	<b>\$ 260,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 260,000.00</b>
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
<b>REIMBURSEMENT</b>		\$ -			

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

S13 JL 17

User Cd

CT PO No.

**Contractor: Bayview Hunters Point Foundation For Cmrmnty Improvement**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Director of Narcotics & Substance Abuse	0.16	\$ 13,700.00	\$ -	\$ -	0.00%	\$ 13,700.00
Administrative Assistant	0.10	\$ 3,730.00	\$ -	\$ -	0.00%	\$ 3,730.00
Medical Recores/ Billing Technician	0.21	\$ 7,787.00	\$ -	\$ -	0.00%	\$ 7,787.00
Intake/ Billing Clerk	0.19	\$ 5,713.00	\$ -	\$ -	0.00%	\$ 5,713.00
LVN/ Coordinator	0.40	\$ 27,000.00	\$ -	\$ -	0.00%	\$ 27,000.00
Licensed Vocational Nurse	3.00	\$ 52,000.00	\$ -	\$ -	0.00%	\$ 52,000.00
<b>TOTAL SALARIES</b>	4.06	\$ 109,930.00	\$ -	\$ -	0.00%	\$ 109,930.00

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

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_



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

Appendix F  
PAGE A

Control Number

\_\_\_\_\_

**Contractor: Bayview Hunters Point Foundation For Cmnmty Improvement**

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

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104



Funding Term: 07/01/2017 - 06/30/2018

PHP Division: Behavioral Health Services

INVOICE NUMBER: PR1 JL 17

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: SA County - General Fund

Invoice Period: July 2017

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>B-3 Infectious Disease Tesing for Drug Users - HCHIV PREVNGF</b>												
HIV Counseling and Testing Services	205	172			-	-	0%	0%	205	172	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 5,960.00	\$ -	\$ -	0.00%	\$ 5,960.00
Fringe Benefits	\$ 1,885.00	\$ -	\$ -	0.00%	\$ 1,885.00
<b>Total Personnel Expenses</b>	<b>\$ 7,845.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 7,845.00</b>
<b>Operating Expenses:</b>					
Occupancy	\$ 2,055.00	\$ -	\$ -	0.00%	\$ 2,055.00
Materials and Supplies	\$ 430.00	\$ -	\$ -	0.00%	\$ 430.00
General Operating	\$ 344.00	\$ -	\$ -	0.00%	\$ 344.00
Staff Travel	\$ 21.00	\$ -	\$ -	0.00%	\$ 21.00
Consultant/ Subcontractor	\$ 11,588.00	\$ -	\$ -	0.00%	\$ 11,588.00
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	<b>\$ 14,438.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 14,438.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 22,283.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 22,283.00</b>
<b>Indirect Expenses</b>	<b>\$ 3,342.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 3,342.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 25,625.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 25,625.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

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

PR1 JL 17

User Cd

CT PO No.

**Contractor: Bayview Hunters Point Foundation For Cmnty Improvement**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Director pf Narcotics & Substance Abuse	0.06	\$ 5,960.00	\$ -	\$ -	0.00%	\$ 5,960.00
<b>TOTAL SALARIES</b>	<b>0.06</b>	<b>\$ 5,960.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 5,960.00</b>

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

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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

**Appendix G**  
**Dispute Resolution Procedure**  
**For Health and Human Services Nonprofit Contractors**  
**9-06**

**Introduction**

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at [http://www.sfgov.org/site/npcontractingtf\\_index.asp?id=1270](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions or concerns about this Dispute Resolution Procedure should be addressed to [purchasing@sfgov.org](mailto:purchasing@sfgov.org).

**Dispute Resolution Procedure**

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at [http://www.sfgov.org/site/npcontractingtf\\_index.asp?id=1270](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270).

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to [purchasing@sfgov.org](mailto:purchasing@sfgov.org). This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

## 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.





## Appendix J

### SUBSTANCE USE DISORDER SERVICES

such as

**Drug Medi-Cal,**

**Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant,  
Primary Prevention or State Funded Services**

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

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

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

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

### Reference Documents

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements  
<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations  
<https://www.law.cornell.edu/cfr/text/42/part-54>

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

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

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

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

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)  
<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)  
[http://www.dhcs.ca.gov/provgovpart/Pages/Facility\\_Certification.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx)

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines  
[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

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

Document 2C: Title 22, California Code of Regulations  
<http://ccr.oal.ca.gov>

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)  
[http://www.dhcs.ca.gov/services/adp/Documents/DMCA\\_Drug\\_Medi-Cal\\_Certification\\_Standards.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf)

Document 2F: Standards for Drug Treatment Programs (October 21, 1981)  
[http://www.dhcs.ca.gov/services/adp/Documents/DMCA\\_Standards\\_for\\_Drug\\_Treatment\\_Programs.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf)

Document 2G Drug Medi-Cal Billing Manual  
[http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC\\_Billing\\_Manual%20FINAL.pdf](http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Document 3S CalOMS Treatment Data Compliance Standards

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

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

Document 5A : Confidentiality Agreement

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

### **I. Subcontractor Documentation**

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by DHCS.

### **Records**

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance. Contractor will make these records available to State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to

ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowability, and allocability of costs incurred by Contractor.

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.

2. Providers shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.

3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.

4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

5. Provider's shall require that all subcontractors comply with the requirements of this Section A.

6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.

If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

## **II Patient Record Retention**

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

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

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

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

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

### III. Control Requirements

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

- a) HSC, Division 10.5, commencing with Section 11760;
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- c) Government Code Section 16367.8;
- d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
- f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- h) Title 42, CFR, Sections 8.1 through 8.6;
- i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)
- K) Medi-Cal Eligibility Verification <http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx>

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

2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.

3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:

a) Document 1C, Driving-Under-the-Influence Program Requirements;

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

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

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

#### **V Breaches and Security Incidents**

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

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

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

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

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

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

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

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

**b. Investigation and Investigation Report.**

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

**c. Complete Report.**

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

**d. Responsibility for Reporting of Breaches**

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

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

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, provider shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require provider to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

**f. Department Contact Information**

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



**VI Additional Provisions**

**A. Additional Intergovernmental Agreement Restrictions**

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

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

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

**C. Hatch Act**

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

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

Provider agrees that information produced through these funds, and which pertains to drug and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Intergovernmental Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.

**E. Noncompliance with Reporting Requirements**

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

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

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

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

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

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

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

**1) Trading Partner Requirements**

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

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

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

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

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

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

**3) Adequate Testing**

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

#### **4) Deficiencies**

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

#### **5) Code Set Retention**

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

#### **6) Data Transmission Log**

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Intergovernmental Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

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

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

##### **J. Counselor Certification**

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

##### **K. Cultural and Linguistic Proficiency**

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

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

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

##### **M. Tuberculosis Treatment**

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

- 1) Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse;

- 2) Reduce barriers to patients' accepting TB treatment; and,
- 3) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

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

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

**O. Tribal Communities and Organizations**

Provider shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the Provider's county.

**P. Participation of County Alcohol and Drug Program Administrators Association of California and California Behavioral Health Director's Association of California.**

- 1) Pursuant to HSC Section 11801(g), the Provider's County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.
- 2) Pursuant to HSC Section 11811.5(c), the Provider's County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

**Q. Youth Treatment Guidelines**

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

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

- 1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or

use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

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

#### S. Nondiscrimination in Employment and Services

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

#### T. Federal Law Requirements:

1) Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.

3) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

4) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

5) Age Discrimination in Employment Act (29 CFR Part 1625).

6) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

7) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

8) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

9) Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

10) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

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

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

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

**U. State Law Requirements:**

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

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

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

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

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

**V. Investigations and Confidentiality of Administrative Actions**

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

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

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

**X. Subcontract Provisions**

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

**Y. Conditions for Federal Financial Participation**

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

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

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

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

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

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

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

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

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

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

3) **Evidenced Based Practices:** Providers will implement at least two of the following evidenced based treatment practices (EBPs) based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The State will monitor the implementation of EBP's during reviews. The required EBP include:

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

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

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

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 1255 Battery Street, Suite 450 San Francisco CA 94111		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
<b>INSURED</b> Bayview Hunter's Point Foundation for Community Improvement (0740) 150 Executive Park, #2800 San Francisco CA 94134		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : NonProfits' United Vehicle Ins Pool INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER: 487954998**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	NPU1000-18	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE    OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Any Auto means any covered auto under the NPU Vehicle Insurance Program.

The City and County of San Francisco, its officers, agents and employees are Additional Insured but only insofar as to the operations under contract are covered that such policies are primary insurance to any other insurance per attached endorsements.

**CERTIFICATE HOLDER****CANCELLATION**

The City and County of San Francisco  
 Community Behavioral Services  
 1380 Howard Street  
 San Francisco CA 94103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Authorized Representative:

*Jeffrey L. Gilman*



COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NonProfits' United Vehicle Insurance Pool  
Automobile Liability Coverage  
ADDITIONAL COVERED PARTY ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The "Who is an Insured" section of your Automobile Liability Insurance is changed by adding the following:

Who is Covered includes any person or organization from whom you have leased an auto, from which you have received funding for your operations, or for who you provide services. These persons or organization are protected, if they require to be named, and you agree to name them, as an additional insured, if indicated on the attached Certificate of Coverage, but only with respect to liability arising out of the ownership, use, maintenance, loading or unloading of a covered auto.

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named on the certificate, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**Premium Payments:**

Those persons or organizations are not responsible for paying premiums for your coverage.

Insured: As shown on the Certificate of Insurance  
attached.

Policy Number: NPU1000-18

Effective Date: July 1, 2018 to July 1, 2019 (or otherwise  
indicated)

Authorized Representative:

*Jeffrey L. Gil*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/09/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Merrittwehler & Williams Insurance Services License No.: OCO1378 550 Montgomery St., Suite 550 San Francisco CA 94111		<b>CONTACT NAME</b> Myra Hogue <b>PHONE</b> Ph: No: Ext: (415)888-3689 <b>FAX</b> Fax: No: (415)888-4421 <b>ADDRESS</b>	
<b>INSURED</b> Bayview Hunters Point Foundation for Community Development, Jelaní House, Inc. 150 Executive Park, Suite 2800 San Francisco CA 94134		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Scottsdale Insurance Co.	<b>NAIC #</b>
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1711212310      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDRESS (INSR) (WVO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		OP50069154	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					UNLIMITED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b> (Mandatory in AK) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCC335063A	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>PROFESSIONAL LIABILITY</b> CLAIMS MADE/RETRO DATE-10/23/99		OP50069154	11/01/2017	11/01/2018	PER CLAIM \$1,000,000 AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THE CITY AND COUNTY OF SAN FRANCISCO, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE ADDITIONAL INSURED'S BUT ON SO FAR AS TO THE OPERATIONS UNDER CONTRACT ARE COVERED THAT SUCH POLICIES ARE PRIMARY INSURANCE TO ANY OTHER INSURANCE ATTACHED ARE ADDITIONAL INSURED ENDORSEMENTS CG2026AA AND CL5695

<b>CERTIFICATE HOLDER</b> CITY AND COUNTY OF SAN FRANCISCO COMMUNITY BEHAVIORAL SERVICES 1380 HOWARD ST SAN FRANCISCO CA 94103	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Myra Hogue</i>
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**SCOTTSDALE INSURANCE COMPANY®**

**ENDORSEMENT  
NO. 4**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0069154	11/1/2017	Bayview Hunters Point Foundation for Community Development Jelani House, Inc.	Negley Associates 29518

In consideration of the premium charged the following is added to form CLS-59s (4-10):

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City & County of San Francisco and its officers,  
agents and employees  
Community Mental Health Svcs  
1380 Howard St., 4th Floor  
San Francisco, CA 94103

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City & County of San Francisco and its officers,  
agents and employees  
Community Challenge Grant  
1 Dr. Goodlett Place, City Hall, Room 453  
San Francisco, CA 94102

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The City & County of San Francisco, its Agents,  
Officers & Employees  
Department of Children, Youth and Families  
1390 Market St., Suite 900  
San Francisco, CA 94102

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City and County of San Francisco  
Community Behavioral Services  
1380 Howard St.  
San Francisco, CA 94103

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The City and County of San Francisco, its officers,  
agents and employees  
Office San Francisco District Attorney-George Gascon  
850 Bryant St., Room 322  
San Francisco, CA 94103

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City and County of San Francisco, its officers agents  
and employees Office of Contract Management  
Human Services Agency  
P.O. Box 7988  
San Francisco, CA 94120-7988



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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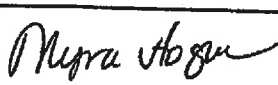
<b>PRODUCER</b> Merriwether & Williams Insurance Services License No.: OCO1378 550 Montgomery St., Suite 550 San Francisco CA 94111		<b>CONTACT NAME:</b> Myra Hogue <b>PHONE (A/C No. Ext.):</b> (415) 986-3999 <b>FAX (A/C No.):</b> (415) 986-4421 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Bayview Hunters Point Foundation Jetani House, Inc. 150 Executive Park, Suite 2800 San Francisco CA 94134		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: National Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: CL187313460 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WCC335063A18	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROOF OF INSURANCE

<b>CERTIFICATE HOLDER</b> THE CITY AND COUNTY OF SAN FRANCISCO COMMUNITY COMMUNITY BEHAVIORAL SVCS 1380 HOWARD STREET SAN FRANCISCO CA 94103	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/03/2018

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<b>PRODUCER</b> Merrilwether & Williams Insurance Services License No.: OCO1378 550 Montgomery St., Suite 550 San Francisco CA 94111	<b>CONTACT NAME:</b> Myra Hogue <b>PHONE (A/C, No, Ext):</b> (415) 986-3999 <b>FAX (A/C, No):</b> (415) 986-4421 <b>E-MAIL ADDRESS:</b>													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: National Casualty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Casualty Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: National Casualty Insurance Company														
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INSURER F:														
<b>INSURED</b> Bayview Hunters Point Foundation Jelani House, Inc. 150 Executive Park, Suite 2800 San Francisco CA 94134														


**COVERAGES**      **CERTIFICATE NUMBER:** CL187313460      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC(SUBR) INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCC335063A18	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE

<b>CERTIFICATE HOLDER</b>  THE CITY AND COUNTY OF SAN FRANCISCO COMM OF SUBSTANCE ABUSE SVCS 1380 HOWARD ST 4TH FL SAN FRANCISCO CA 94103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

**ANY PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED TO SUCH WAIVER, IN A VALID WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT HAS BEEN EXECUTED PRIOR TO LOSS**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-17      Policy No. WCC335063A

Endorsement No.

Insured BAYVIEW HUNTERS POINT

Premium \$ INCL.

Insurance Company NATIONAL CASUALTY COMPANY

Countersigned By \_\_\_\_\_



**THE HARTFORD CRIMESHIELD<sup>SM</sup> ADVANCED  
DECLARATIONS**



HARTFORD FIRE INSURANCE CO.  
HARTFORD PLAZA, HARTFORD, CT 06115,  
A stock insurance company, herein called the Insurer

Policy Number: 57 FA 0239190-17

**ITEM 1. Named Insured:**

BAYVIEW HUNTERS POINT  
FOUNDATION

**Producer: Code, Name and Address:**

86722  
R CARRIE INSURANCE AGENCY INC  
2130 SUTTER STREET UNIT B  
SAN FRANCISCO, CA 94115

**ITEM 2. Address**

150 EXECUTIVE PARK BLVD  
SUITE #2800  
SAN FRANCISCO, CA 94134

**ITEM 3. Policy Period:** From 12:01 a.m. on 12/31/17 Inception Date To 12:01 a.m. on 12/31/18 Expiration Date  
(Standard Time at your mailing address)

**ITEM 4. Coverages, Limits of Insurance and Deductibles: Only Those Insuring Agreements That Are Designated With An "X" Are Included Under This Policy**

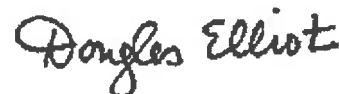
	Limit of Insurance	Deductible Amount
<input checked="" type="checkbox"/> Insuring Agreement 1 Employee Theft	\$1,700,000	\$7,500
<input type="checkbox"/> Insuring Agreement 2 Employee Theft Client Premises	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 3 Computer And Funds Transfer Fraud	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 4 Inside The Premises Money, Securities and Other Property	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 5 Outside The Premises Money, Securities and Other Property	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 6 Depositors Forgery or Alteration	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 7 Credit, Debit Or Charge Card Forgery	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 8 Money Orders And Counterfeit Currency	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 9 Investigative Expenses	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 10 Computer Systems Restoration Expenses	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 11 Identity Recovery Expenses Reimbursement	\$N/A	\$N/A

**ENDORSEMENT**

This endorsement, effective on 12/31/17 at 12:01 A.M standard time, forms a part of

Policy No. 57 FA 0239190-17 of the HARTFORD FIRE INSURANCE CO.

Issued to BAYVIEW HUNTERS POINT FOUNDATION



Douglas Elliot, President

**SCHEDULE**

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	CA00H00300	09/09	THE HARTFORD CRIMESHIELD ADVANCED POLICY
	RN00U00100	05/93	IN WITNESS PAGE
1	CA00H07800	09/09	JOINT LOSS PAYABLE
2	CA00H15500	10/14	DECEPTION FRAUD ENDORSEMENT
3	CA00H15600	10/14	INCLUDE COVERAGE FOR VIRTUAL CURRENCY - SUBLIMITED
4	CA04H00400	09/09	CALIFORNIA AMENDATORY ENDORSEMENT
5	CA04H00500	09/09	CALIFORNIA CANCELLATION AND NONRENEWAL ENDORSEMENT
6	CA04H10500	09/09	CALIFORNIA PREMIUM ENDORSEMENT