

File No. 180561

Committee Item No. 8

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

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight  
Board of Supervisors Meeting:

Date: July 18, 2018

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

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
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#### OTHER

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Prepared by: John Carroll

Date: July 13, 2018

Prepared by: John Carroll

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

1 [Contract Agreement - Addiction, Research and Treatment, Inc., dba Bay Area Addiction,  
2 Research and Treatment, Inc. (BAART) - Methadone Services - Not to Exceed \$35,952,000]

3 **Resolution approving a contract agreement with Addiction, Research and Treatment**  
4 **Inc., dba Bay Area Addiction, Research and Treatment, Inc., for methadone services in**  
5 **an amount not to exceed \$35,952,000 for a contract term of four years from**  
6 **July 1, 2018, through June 30, 2022, with one six-year option to extend.**

7  
8 WHEREAS, The mission of the Department of Public Health is to protect and promote  
9 the health of all San Franciscans; DPH conducted a Request for Proposals to provide opioid  
10 dependent substance abuse treatment and education services to adult men and women,  
11 including pregnant women, and awarded a contract to Addiction, Research and Treatment,  
12 Inc., doing business as Bay Area Addiction, Research and Treatment (BAART); and

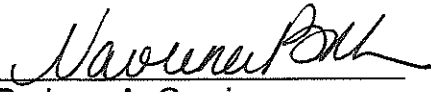
13 WHEREAS, A copy of the original agreement is on file with the Clerk of the  
14 Board of Supervisors in File No. 180561, which is hereby declared to be a part of this  
15 resolution as if set forth fully herein; now, therefore, be it

16 RESOLVED, That the Board of Supervisors hereby authorizes the Director of  
17 Public Health and Director of the Office of Contract Administration/Purchaser, on behalf  
18 of the City and County of San Francisco, to execute a contract with Addiction, Research  
19 and Treatment, doing business as Bay Area Addiction, Research and Treatment, Inc., in  
20 the amount not to exceed \$35,952,000 with the term of July 1, 2018, through  
21 June 30, 2022; and, be it

22 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Director  
23 of Public Health and the Director of the Office of Contract Administration/Purchaser to make  
24 amendments to these contracts, as needed, that do not materially increase the obligations or  
25 liabilities of the City, and, be it

1           FURTHER RESOLVED, That within thirty (30) days of the contracts being fully executed  
2 by all parties, the Director of Health and/or the Director of the Office of Contract  
3 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for inclusion  
4 into the official file (File No. 180561 ).

5 RECOMMENDED:  
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8 Barbara A. Garcia  
9 Director of Health

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**CITY AND COUNTY OF SAN FRANCISCO**  
**BOARD OF SUPERVISORS**  
**BUDGET AND LEGISLATIVE ANALYST**

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292  
FAX (415) 252-0461

July 13, 2018

**TO:** Government Audit and Oversight Committee  
**FROM:** Budget and Legislative Analyst   
**SUBJECT:** July 18, 2018 Government Audit and Oversight Committee Meeting

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<p><b>Item 8</b> <b>File 18-0561</b></p>	<p><b>Department:</b> Department of Public Health (DPH)</p>
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**EXECUTIVE SUMMARY**

**Legislative Objectives**

- The proposed resolution would approve a new contract with Bay Area Addiction, Research and Treatment, Incorporated (known as BAART), a non-profit organization, for the continuation of existing methadone and other opioid replacement services in an amount not to exceed \$35,952,000 for a contract term of four years from July 1, 2018 through June 30, 2022. The proposed contract includes one six-year option to extend the contract from July 1, 2022, through June 30, 2028.

**Key Points**

- In July 2010, the Department of Public Health (DPH) entered into a contract with Bay Area Addiction, Research and Treatment, Incorporated (known as BAART), a non-profit organization, based on a competitive Request for Proposals (RFP) to provide methadone maintenance and support services to DPH clients. In January 27, 2016, the Board of Supervisors retroactively approved the third amendment to the contract for behavioral health services with BAART to extend the contract by three years, from July 1, 2010 through June 30, 2015, to July 1, 2010 through June 30, 2018, with a corresponding increase of \$25,316,243 for a total amount not to exceed \$51,359,308 (File 15-1167).
- In anticipation of the June 30, 2018 contract expiration, DPH issued a competitive Request for Qualifications in September of 2016 to provide substance use disorder treatment services. DPH received proposals from seven proposers, including BAART. Based on the solicitation submissions and capacity/State-licensed treatment slots, seven providers were awarded contracts, including BAART.
- Under the proposed contract, BAART serves a client population of adults who are using and/or dependent on opioids. BAART currently operates at two locations: 1111 Market Street and 433 Turk Street. BAART also serves pregnant and parenting women who are using and/or dependent on opioids through its FACET program.

**Fiscal Impact**

- The four year budget of the proposed BAART contract is \$35,952,000 and is based on annual expenditures of approximately \$8,025,000 and a 12 percent contingency.
- Funding for the proposed contract comes from federal, state and General Fund monies.
- Under the proposed contract, DPH estimates a total of 1,212 clients will be served annually in the facilities at 1111 Market Street and 433 Turk Street, as well as the FACET program. The rate per 10-minute increment varies at each of the programs based on the facility and level of care that is required.

**Recommendations**

- Amend the proposed resolution to be retroactive to July 1, 2018.
- Approve the proposed resolution, as amended.

**MANDATE STATEMENT**

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

**BACKGROUND**

In July 2010, the Department of Public Health (DPH) entered into a contract with Bay Area Addiction, Research and Treatment, Incorporated (known as BAART), a non-profit organization, based on a competitive Request for Proposals (RFP) to provide methadone maintenance and support services to DPH clients. DPH reimburses BAART for these services based on BAART's costs of providing the services. The original contract was for the 18 month period from July 1, 2010 through December 31, 2011, for a not-to-exceed amount of \$8,202,621. In 2011, DPH entered into the first amendment to the contract, extending the term of the contract by 3 years and 6 months from January 1, 2012 through June 30, 2015, and increased the not-to-exceed amount to \$9,990,000. Because the amended not-to-exceed amount was under \$10,000,000, approval by the Board of Supervisors was not required.

In 2012, DPH entered into the second amendment to the contract which increased the not-to-exceed amount to \$26,043,065 and provided for three one-year options to extend the contract from July 1, 2015 to June 30, 2018. In January 27, 2016, the Board of Supervisors retroactively approved the third amendment to the contract for behavioral health services with BAART to extend the contract by three years, from July 1, 2010 through June 30, 2015, to July 1, 2010 through June 30, 2018, with a corresponding increase of \$25,316,243 for a total amount not to exceed \$51,359,308 (File 15-1167). Table 1 below shows the amount expended as compared to the budget through FY 2017-18.

**Table 1: BAART Contract Expenditures through FY 2017-18 (File 15-1167)**

Year	Expenditure Amount	Authorized Budget	Amount Expended Under (Over) Budget
FY 2010-15 <sup>1</sup>	\$25,339,242	\$25,339,242	\$0
FY 2015-18	22,210,812	23,232,202	1,021,390
Subtotal	\$47,550,054	\$48,571,444	\$1,021,390
Contingency	-	\$2,787,864	\$2,787,864
<b>Total</b>	<b>\$47,550,054</b>	<b>\$51,359,308</b>	<b>\$3,809,254</b>

Source: DPH

<sup>1</sup> This includes a reduction of \$1,364,970 as recommended and approved in File 15-1167.

### Competitive Process for New Contract

In anticipation of the June 30, 2018 contract expiration, DPH issued a competitive Request for Qualifications<sup>2</sup> in September of 2016 to provide substance use disorder treatment services. According to Ms. Michelle Ruggels, Director of DPH Business Office, DPH received proposals from seven proposers<sup>3</sup>, including BAART. Based on the solicitation submissions and capacity/State-licensed treatment slots, seven providers were awarded contracts, including BAART. All met minimum qualifications<sup>4</sup>.

### DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a new contract with Bay Area Addiction, Research and Treatment, Incorporated (known as BAART), a non-profit organization, for the continuation of existing methadone and other opioid replacement services in an amount not to exceed \$35,952,000 for a contract term of four years from July 1, 2018 through June 30, 2022. The contract includes one six-year option to extend the contract from July 1, 2022, through June 30, 2028.

Because the contract expired on June 30, 2018, the proposed resolution should be amended for retroactivity to July 1, 2018.

Under the proposed contract, BAART serves a client population of adults who are using and/or dependent on opioids. BAART serves individuals from all levels of economic status. Many clients are homeless, living in the streets, in shelters and residential hotels. BAART currently operates at two locations: 1111 Market Street and 433 Turk Street. BAART provides Medication Assisted Treatment (MAT) for opioid-dependent individuals with co-occurring disorders such as HIV, Hepatitis C, tuberculosis, diabetes and mental illness through providing legally regulated doses of the opioids Methadone, Buprenorphine, Naltrexone or Disulfiram (Antabuse), as well as counseling and ancillary and referral services to help patients address co-occurring disorders.

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<sup>2</sup> According to DPH, review panels are comprised of small groups (approximately five members) and include representative participants with appropriate expertise from community based organizations, direct service providers, other Bay Area counties, consumers of Behavioral Health Services, City departments, and/or no more than one member of DPH staff. The panel is also assembled to ensure diversity with regards to ethnicity and gender. The RFP contained multiple substance abuse modalities. For the Narcotic Treatment Program modality, under which BAART was selected, the proposal reviewers included a representative of a related community organization, a mental health services manager with another Bay Area county, a manager of a local supportive housing provider, and a DPH program coordinator.

<sup>3</sup> The seven proposers and their respective scores include the following: University of California at San Francisco (UCSF) Department of Psychiatry Division of Substance Abuse and Addiction Medicine (95), Bayview Hunters Point Foundation for Community Improvement (94.04), BAART (89.66), Westside Community Services (87.07), Fort Help, Mission (83.97), and Fort Help, LLC (81.44). All proposers have existing contracts with DPH. This proposed contract does not consolidate methadone contracts.

<sup>4</sup> According to Ms. Ruggels, each agency has a maximum capacity of methadone slots that they can deliver. The maximum capacity is licensed by the State. Ms. Ruggels states that there is enough demand for substance use services and treatment to utilize the capacity of all of the vendors combined. If a vendor/contract was to be eliminated, DPH would need to transfer all of the clients to the remaining contracts, which may not have sufficient capacity to take all of the new individuals.

The target population may also include opioid-dependent individuals under 18 years of age, who are served on a case-by-case basis.

BAART also serves pregnant and parenting women who are using and/or dependent on opioids through its FACET program. FACET's target population is opioid-dependent women 18 or older who have children aged 0-2 years, and includes particularly at-risk neighborhoods such as the Tenderloin, the Mission District and South of Market.

Each client's recommended length of treatment varies based on criteria established at the beginning of treatment and assessed on an ongoing basis. Criteria used to measure the effectiveness of treatment include toxicology screening, counseling session attendance, employment status, arrest record, and other related lifestyle factors.

### **FISCAL IMPACT**

Under the proposed contract, DPH estimates a total of 1,212 clients will be served annually in the facilities at 1111 Market Street and 433 Turk Street, as well as the FACET program. The rate per 10-minute increment varies at each of the programs based on the facility and level of care that is required. Table 2 below shows the estimated annual budget of approximately \$8,025,000 and a 12 percent contingency.



**Table 2: Estimated Annual Budget for Proposed BAART Contract**

Program	Rate per 10 minute increment	Number of Clients Served	Annual Total
<b>433 Turk Street</b>			
Methadone Dosing	\$13.11	600	\$2,356,683
Methadone Individual Counseling	\$15.37	600	1,327,969
Methadone Group Counseling	\$3.43	600	24,696
Buprenorphine Dosing	\$20.18	5	36,324
Buprenorphine Individual Counseling	\$15.37	5	4,611
Buprenorphine Group Counseling	\$3.42	5	205
Disulfiram	\$10.47	5	19,512
Naloxone	\$150.00	600	90,000
Non Drug-MediCal Narcotic Treatment	\$2.01	600	40,000
<i>Average Rate/Total</i>	<i>\$25.93</i>	<i>600<sup>5</sup></i>	<i>\$3,900,000</i>
<b>1111 Market Street</b>			
Methadone Dosing	\$13.11	600	\$2,356,683
Methadone Individual Counseling	\$15.37	600	1,327,968
Methadone Group Counseling	\$3.43	600	24,696
Buprenorphine Dosing	\$20.18	5	36,324
Buprenorphine Individual Counseling	\$15.37	5	4,612
Buprenorphine Group Counseling	\$3.42	5	205
Disulfiram	\$10.47	5	19,512
Naloxone	\$150.00	600	90,000
Non-DMC NTP Subsidy	\$2.01	600	40,000
<i>Average Rate/Total</i>	<i>\$25.93</i>	<i>600</i>	<i>\$3,900,000</i>
<b>FACET</b>			
Dosing	\$14.11	9	\$38,297
Individual Counseling	\$16.39	9	21,241
Group Counseling	\$4.28	9	462
Childcare Support	\$370.01	12	53,280
Individual Counseling	\$176.00	12	50,688
Education & Nutritional	\$42.00	12	6,048
Parenting	\$47.00	12	23,689
Case Management	\$47.00	12	31,295
<i>Average Rate/Total</i>	<i>\$89.60</i>	<i>12</i>	<i>\$225,000</i>
Source: DPH	<b>Total</b>	<b>1,212</b>	<b>\$8,025,000</b>

The four year budget of \$35,952,000 is based on annual expenditures of approximately \$8,025,000 and a 12 percent contingency, as shown in Table 3 below.

<sup>5</sup> Program total amounts represent unduplicated client counts.

**Table 3: Total Budget for Proposed BAART Contract**

July 1, 2018 – June 30, 2019	\$ 8,025,000
July 1, 2019 – June 30, 2020	\$ 8,025,000
July 1, 2020 – June 30, 2021	\$ 8,025,000
July 1, 2021 – June 30, 2022	\$ 8,025,000
<b>Subtotal</b>	<b>\$32,100,000</b>
12% Contingency	\$ 3,852,000
<b>Total</b>	<b>\$35,952,000</b>

Funding for the proposed contract comes from federal, state and General Fund monies, as shown in Table 4 below.

**Table 4: Sources of Funds for Proposed BAART Contract**

Sources of Funds	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total
<i>Federal and California State Funds</i>					
Perinatal Medi-Cal	\$39,000	\$39,000	\$39,000	\$39,000	\$156,000
Drug Medi-Cal	5,018,000	5,018,000	5,018,000	5,018,000	20,072,000
State Match/ 2011 Realignment	2,723,000	2,723,000	2,723,000	2,723,000	10,892,000
2011 Realignment - Non-Drug Medi-Cal	123,765	123,765	123,765	123,765	495,000
<i>Federal and California State Funds Subtotal</i>					
	\$7,903,765	\$7,903,765	\$7,903,765	\$7,903,765	\$31,615,060
<i>San Francisco General Fund</i>	\$121,235	\$121,235	\$121,235	\$121,235	\$484,940
<b>Subtotal</b>	<b>\$8,025,000</b>	<b>\$8,025,000</b>	<b>\$8,025,000</b>	<b>\$8,025,000</b>	<b>\$32,100,000</b>
<b>Contingency (12%)</b>					<b>\$3,852,000</b>
<b>Total</b>					<b>\$35,952,000</b>

Source: DPH

**RECOMMENDATIONS**

1. Amend the proposed resolution to be retroactive to July 1, 2018.
2. Approve the proposed resolution, as amended.

**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  
Addiction, Research & Treatment, Inc. dba BAART**

This Agreement is made this 1st day of July, 2018, in the City and County of San Francisco, State of California, by and between Addiction, Research & Treatment, Inc. dba BAART, 1111 Market Street, 4th Floor, San Francisco, California 94103 ("Contractor") and City.

**Recitals**

WHEREAS, the Department of Public Health ("Department") wishes to provide opioid dependent substance abuse treatment and education services to adult men and women, including pregnant women and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP 26-2016 a Request for Proposal ("RFP") issued on 9/27/16, 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 PSCs 48652-16/17 on June 19, 2017;

WHEREAS, approval for this Agreement was obtained when the Board of Supervisors approved Resolution number [Number] \_\_\_\_ -18 on [Date] \_\_\_\_\_;

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 Addiction, Research & Treatment, Inc. dba BAART, 1111 Market Street, 4th Floor, San Francisco, California 94103.
- 1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.
- 1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.
- 1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.
- 1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.
- 1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

## **Article 2 Term of the Agreement**

- 2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.
- 2.2 The City has one (1) remaining option to renew the Agreement for a period of six years, July 1, 2022, through June 30, 2028. The City may extend this Agreement beyond the expiration date by exercising this option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

## **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 **Thirty Five Million Nine Hundred Fifty Two Thousand Dollars (\$35,952,000)**. 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 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.

5.1.9 Notwithstanding the foregoing, the following insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C.  
Insurance.

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

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

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

## **Article 6      Liability of the Parties**

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

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

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

## **Article 7      Payment of Taxes**

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

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

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

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

7.2.3        Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as

amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

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

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

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

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

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.
- (f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

- (a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of

Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

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

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

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

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

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

## 8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws

Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

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

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

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

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

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

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

8.3 **Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions

hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

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

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

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

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

**Article 9 Rights In Deliverables**

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

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s)



under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

## **Article 10 Additional Requirements Incorporated by Reference**

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

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

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

10.13 **Reserved. (Working with Minors)**

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

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

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

10.15 **Reserved. (Public Access to Nonprofit Records and Meetings.)**

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:

#### Article 12

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

101 Grove Street, Room 410  
San Francisco, California 94102

e-mail: [luciana.garcia@sfdph.org](mailto:luciana.garcia@sfdph.org)

And: Mario Hernandez  
CDTA

1380 Howard Street, 5<sup>th</sup> floor  
San Francisco, California 94103

e-mail: [mario.hernandez@sfdph.org](mailto:mario.hernandez@sfdph.org)



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.

**12.6 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.

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

**12.8 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."

**12.9 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.

**12.10 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.

**12.11 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.

**12.12 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 June 19, 2017. 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 13 Department Specific Terms**

#### **13.1 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.

### 13.2 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 14 Data and Security

### 14.1 Nondisclosure of Private, Proprietary or Confidential Information.

14.1.1 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.

14.1.2 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.

### 14.2 Reserved. (Payment Card Industry ("PCI") Requirements.

### 14.3 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:

- 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.

**14.4 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 15 MacBride And Signature**

**15.1 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:

Addiction, Research & Treatment, Incorporated  
dba BAART

 5/15/16  
\_\_\_\_\_  
Barbara A. Garcia, MPA Date  
Director of Health  
Department of Public Health

 5.3.18  
\_\_\_\_\_  
Jason Kletter Date  
Daniel Gutschenritter  
Supplier ID: 0000026218 CFO

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:  5/10/18  
\_\_\_\_\_  
Date  
Deputy City Attorney

Approved:

\_\_\_\_\_  
Jaci Fong Date  
Director of the Office of Contract Administration, and  
Purchaser



## Appendices

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

**1. Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Mario Hernandez, 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: Addiction Research and Treatment Turk Street
- A-2: ART-FACET
- A-3: ART-MARKET

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

<b>Contractor Name:</b> Addiction Research and Treatment, Inc. (ART)	<b>Appendix A- 1</b>
<b>Program Name:</b> ART – Turk Clinic	<b>F\$P: 100009821</b>
<b>Annual Scope Of Work, Based on City Fiscal Year: 2018-19</b>	<b>7/1/18</b>

**1. Identifiers:**

Program Name: Addiction Research and Treatment, Inc. (ART)

Program Address: 433 Turk St.

City, State, ZIP: San Francisco, CA 94102

Telephone/FAX: 415-928-7800

Website Address: 415-928-3710

Contractor Address (if different from above): 1145 Market St. Floor 10

City, State, ZIP: San Francisco, CA 94103

Person Completing this Narrative: Nadine Robbins-Laurent

Telephone: 415-552-7914 x 325

Email Address: nlaurent@baartprograms.com

Program Code(s) (if applicable): 38114

**2. Nature of Document:**

New    Renewal    Modification

(See instruction on the need for this information):

Appendix #:	A-1
Appendix Term:	07/01/17-06/30/18

**3. Goal Statement:**

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

**4. Target Population:**

ART program targets San Francisco residents abusing and/or addicted to opioids.

The program will serve male, female and transgender adults aged 18 and older (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis)

The program will serve individuals from all ethnic, racial, religious and cultural backgrounds, regardless of sexual orientation or gender identity.

The Turk Street Clinic target population includes particularly at risk neighborhoods such as the Tenderloin, the Mission District and South of Market

<b>Contractor Name:</b> Addiction Research and Treatment, Inc. (ART)	<b>Appendix A- 1</b>
<b>Program Name:</b> ART – Turk Clinic	<b>FSP: 1000009821</b>
<b>Annual Scope Of Work, Based on City Fiscal Year: 2018-19</b>	<b>7/1/18</b>

ART serves opioid dependent individuals with co-occurring disorders such as HIV, Hep C, TB, diabetes and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

The program will serve individuals from all levels of economic status and serves many individuals who are homeless, living in the streets, in shelters and residential hotels.

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

**(See instruction on the need and/or the use of these tables):**

ART's primary service function is Medication Assisted Treatment (MAT). The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols and Title 22, Medi-Cal Protocols.

One unit of service for a Narcotic Treatment Program is defined as follows:

- Methadone Dosing – One dose of methadone either for clinic consumption or take home
- Buprenorphine Dosing - One dose of buprenorphine either for clinic consumption or take home
- Naltrexone - One dose of Naltrexone either for clinic consumption or take home
- Counseling – Ten minute period of face-to-face individual or group counseling. Groups must be 2-12 members in size.
- Naloxone – one naloxone kit provided or dispensed.
- Disulfiram - One dose of Disulfiram either for clinic consumption or take home

Ancillary services include medical examinations, urgent primary care (wound care, acute infections, etc) individual and group counseling. HIV, HVC and TB screenings are also offered on site. All ancillary medical services are subcontracted with BAART Community Healthcare, a non-profit community medical clinic.

<b>Units of Service (UOS) Description</b>	<b>Units of Service (UOS)</b>	<b>Unduplicated Clients (UDC)</b>
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<b>ODS Waiver Services</b>		
NTP MAT Buprenorphine Dosing	1,800	5
NTP MAT Buprenorphine Individual Counseling	300	5
NTP MAT Buprenorphine Group Counseling	60	5
NTP MAT Disulfiram	1,800	5
NTP MAT Naloxone	600	600
<b>ODS Opiate/Narcotic Treatment (OTP/NTP)</b>		
NTP Methadone Dosing	179,762	600
NTP Methadone Individual Counseling	86,400	600
NTP Methadone Group Counseling	7,200	600

## 6. Methodology:

### O. Opioid (Narcotic) Treatment Program Services

In addition to the general Opioid (Narcotic) Treatment Program (OTP) services requirements, the Contractor shall comply with the following specific opioid (narcotic) treatment program services requirements:

1) Opioid (Narcotic) Treatment Program services shall include daily or several times weekly opioid agonist medication and counseling available for those with severe opioid disorder. The core of OTP treatment is providing patients with medically supervised dosing either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. The following criteria measure the effectiveness of treatment: toxicology screening, attendance at counseling sessions, employment status, arrest record and other such lifestyle factors.

2) Service Components shall include:

a) **Intake.** During the intake process there is a comprehensive health assessment. This health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e. CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assesses each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases and abscesses. The medical staff also discusses the advantage of HIV antibody testing and/or early medical intervention for those patients who disclose that they HIV+.

b) **Individual and Group Counseling.** Per Title IX Regulation and Best Practices, individual counseling sessions are provided for each patient for a minimum of 50 minutes per month and a maximum of 200 minutes per month. Frequency of counseling as well as counseling goals

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and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during the Quarterly Treatment Planning process. Counseling sessions are patient driven focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

c) **Patient Education.** Learning experiences are utilized within the parameters of individual and group counseling sessions with patients that use a combination of methods such as teaching counseling, and behavior modification techniques which influence and enhance patient knowledge, health and illness behavior; enhance education about addiction-related behaviors and consequences

d) **Medication Services.** Medication Services will include methadone, buprenorphine, naltrexone, disulfiram and naloxone, as determined appropriate by the medical provider.

e) **Collateral Services.** The ART Market Clinic offers face-to-face sessions with counselors and significant persons in the personal life of the patient that are focused on the treatment needs of the patient with the purpose of aiding the patient in obtaining support needed to achieve treatment goals.

f) **Crisis Intervention Services.** Services are provided by counselors and medical staff in order to alleviate crises in patient lives or to assist with stabilization of emergency situations.

g) **Treatment Planning.** Treatment Plans are reviewed, revised and signed by the patient, counselor and the Medical Director at least every quarter.

h) **Medical Psychotherapy.** One-on-one counseling conducted by the Medical Director with patients is conducted based on medical determination of need.

i) **Discharge Services.** Throughout treatment, patients shall be cared for with a focus on the facilitation of optimal physical and mental health. That care shall be concluded with the preparation of a comprehensive Discharge Plan. Counselors shall assist patients in terminating treatment in a productive and therapeutically beneficial manner, to whatever extent possible, and shall document patient discharges in a thorough, accurate and timely manner in accordance with regulatory provisions and requirements. Prior to discharge from care provided at our program, and whenever practically possible, patients shall participate in the preparation of a discharge plan. Initial discharge planning shall begin at the earliest possible point in the service delivery process.

## 7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY17-18.

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**8. Continuous Quality Improvement:**

ART ensures that there is a proper focus on clinical compliance and clinical quality improvement. We do so through our Department of Quality and Clinical Compliance at the National Support Center. This department ensures that there is a focus on quality services and that there are sufficient resources allocated to achieve this goal. This department reports directly to the CEO.

**A. Program Surveys**

Program surveys are conducted by the VP of Quality and Clinical Compliance and the Director of Nursing Education at their discretion. Additionally, OTP Compliance Managers perform at least two site visits annually at each program. Site visits will also be conducted by this department within 30 days of a significant external audit result.

Internal surveyors have the latitude to inspect all aspects of the program as they see fit. Any concerns that are considered significant or egregious will be reported immediately to the VP, Quality and Clinical Compliance and to the CEO.

Following the completion of a survey, a written report will be submitted to the CEO. Copies of the report will be circulated to the Program Director, Medical Director of the facility, the National Medical Director, the Corporate Compliance Officer, Vice President, Quality and Clinical Compliance, and the Chief Operating Officer, OTP Operations, and if applicable, any other senior operations staff overseeing the program. The Program Director is responsible for preparing a Quality Improvement Plan and submitting it to his/her Regional Vice President, OTP Operations, the Chief Operating Officer, the Corporate Compliance Officer, the Vice President, Quality and Clinical Compliance, and the CEO within 14 days of receipt. It is the Chief Operating Officer's responsibility for managing the Quality Improvement Process. The Vice President, Quality and Clinical Compliance, or his/her designee, may follow up on the report at any time to consider whether appropriate follow up and action has occurred subsequent to the completion of the Quality Improvement Plan.

**B. Staff Education**

Each facility develops a Staff Education Committee led by the Program Director that plans and holds a minimum of 6 trainings per year. Plans for staff education will be submitted annually, by the beginning of each calendar year, to Vice President, Quality and Clinical Compliance. Compliance with this quality performance measure will be evaluated during site visits.

**C. Outcome Measurement Collection and Analysis**

The goal of outcome and performance measurement is to provide the highest quality care in an environment of dignity and respect. The objectives are to assess performance through outcome measures and to integrate outcome monitoring into the ongoing operations of all patient care services provided. The process will include the collection and analysis of data as it relates to goals set. Through the analysis of data, opportunities for improvement can be identified and prioritized. Once identified, interventions to achieve improvement can be designed and implemented. The Company, under the direction of the Vice President, Quality and Clinical Compliance, will establish what outcome measurements are consistent with the needs of each service. The type of data collected will be under the direction of the Vice President, Quality and Clinical Compliance. The Vice President,

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Quality and Clinical Compliance will monitor outcomes and report on the success of outcome measures by program and for the entire Company each year.

#### **D. Clinical Compliance and Quality Review Committee**

The Vice President, Quality and Clinical Compliance will chair the Clinical Compliance and Quality Review Committee (the "CCQR Committee"). In addition, the CCQR Committee will consist of 1) National Medical Director, 2) Corporate Compliance Officer, 3) Chief Operating Officer, 4) Regional Vice Presidents, OTP Operations, 5) Director, Nursing Education and Compliance, 6) other operations staff with direct clinic responsibility, and 6) CEO. The CCQR Committee will meet at least quarterly and more often when indicated.

#### **E. Reporting Requirements of Program Directors**

The Program Director will provide the Vice President, Quality and Clinical Compliance with the following:

1. Notification of any upcoming accreditation, state, DEA and any other compliance survey within 24 hours of notification.
2. Notification of any "high" level incidents in a program.
3. A timely copy of all corrective action plans.
4. A copy of any and all correspondence with any individual or agency related to compliance activities or concerns or clinical concerns.
5. Monthly reports on their program's compliance and clinical services.
6. Recommendations for improvement of clinical services.

#### **F. Clinical Policy and Procedure Manual**

The Clinical Policy and Procedure Manual will be reviewed by the Clinical Policy and Procedure Manual Review Committee (the "Clinical Policy Committee") on a yearly basis. Changes in current clinical policies or additions of new policies that are deemed necessary between reviews will be processed on an as needed basis. Requests for clinical policy changes or additions will be made to the Vice President, Quality and Clinical Compliance. All clinical policy and procedure changes and additions will be approved by the Clinical Policy Committee. The Clinical Policy Committee will include 1) Vice President, Quality and Clinical Compliance, 2) Director, Nursing Education and Compliance, 3) the Chief Operating Officer and his/her designee, and 4) National Medical Director. All changes will be reviewed and approved by the CEO.

#### **G. REPORTING AND OVERSIGHT**

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The Vice President, Quality and Clinical Compliance will provide senior management with monthly updates during monthly operations meetings. Clinical Compliance and Quality Review Reports will be submitted to senior management quarterly. Reports will contain the data from all appropriate, facility specific sources and will include Quality Improvement Plans (when applicable) developed by Program Directors.

The Vice President, Quality and Clinical Compliance and the Director, Medical Services Quality and Compliance will make site visits as needed to provide support, consultation, oversight and perform formal quality and performance evaluations. Site visits by the Vice President, Quality and Clinical Compliance or the Director, Medical Services Quality and Compliance will be performed at least once annually. The frequency of site visits will be dependent upon the needs of the specific site and at the discretion of the Vice President, Quality and Clinical Compliance; the Chief Operating Officer and the CEO. Visits will be announced to the facility director and the Regional Vice President, OTP Operations at least 72 hours prior to the site visit. Unannounced visits will occur as needed and at the discretion of the Vice President, Quality and Clinical Compliance; the Chief Operating Officer and the CEO.

OTP Compliance Managers will report directly to the Vice President, Quality and Clinical Compliance. OTP Compliance Managers will perform site visits at each of their assigned programs at least twice annually. Additional site visits will be dependent upon the needs of the specific site and at the discretion of the Vice President, Quality and Clinical Compliance.

#### **H. Quality Assurance through File Reviews**

Patient File Reviews are measures taken to ensure that the organization maintains a certain level of service quality and meets required Federal, State, County and organizational standards and policies regarding delivered services. Program policy dictates that a File Review System be utilized as a quality control measure; to be conducted on an on-going basis, at least quarterly, to ensure quality, appropriate and efficient service delivery.

1. The Treatment Center Director is responsible for implementing and providing oversight of an on-going file review system to ensure the quality of records. The Treatment Center Director is responsible for ensuring accurate documentation of file reviews is kept and readily accessible for review.

2. Quality Control Measures are conducted to ensure the program meets organizational standards regarding:

- A. Quality of Services: Are patients satisfied with the level of service they receive?
- B. Appropriateness of Services: Are patients' needs being met?
- C. Proper Use of Services: Is program utilizing the services offered at an optimal level?
- D. Accuracy of Billing: Was the billing record consistent with the clinical documentation?
- E. Patterns of Service Utilization: What is the health status and needs of the patients?

3. Measure through File Review

A. File Reviews, include reviews of:

- Admission records - All admission records will be reviewed 30 days after admission date.
- Current records
- Closed records  All closed records will be reviewed within 30 days of discharge date.

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4. The program's standardized Patient File System format divides all patient files into sections (i.e. treatment plans, urine analysis, medication history, etc.). File Review forms have been developed to address particular questions in regards to patient treatment, including:

- A. Were assessments performed in a thorough, complete and timely manner at the time of admission to treatment?
- B. Were ongoing services provided to patient based on needs, as reported by patient through ASAM and medical assessment?
- C. Were actual services provided equivalent to patient goals for treatment?
- D. Was patient involved in making treatment goals and treatment choices?

5. Questions asked on "File Review" forms include "check-and-balance" type questions surpassing an audit-type form. They include:

- A. Is the ASAM complete?
- B. Are Releases completed correctly and properly?
- C. Was confidential information released according to applicable laws/ regulations?
- D. Does Treatment Plan reflect all problems currently being addressed?
- E. Are Treatment Plan problems/goals reflective of current and on-going needs assessments?
- F. Were the goals and service/treatment objectives of the person served revised where indicated?
- G. Does Treatment Plan have clear, measurable, and behavioral objectives?
- H. Did the patient receive the required monthly clinical?
- I. Did the actual services reflect appropriate level of care and a reasonable duration?
- J. Are all clinical notes signed by appropriate *Clinical Staff*?
- K. Has yearly medical/physical justification (if applicable) been performed?
- L. Are all urine screens timely and documented in the patient's chart?
- M. Are the patient's prescription medications documented in the patient's chart and update appropriately?
- N. Is State or Federal exception needed? If yes, is it filled out accurately to reflect current medication level/take home status?

6. File Reviews are performed, on an ongoing, random basis as follows:

- A. On all current and closed patient files
- B. By personnel who are trained & qualified
- C. Interactively, with all *Management and Various Staff* reviewing all other *Clinical Staff* patient files
- D. Recorded and documented through "File Review" forms

7. File deficiencies that are identified will be documented on the appropriate "File Review" form. Upon return of patient file to Primary Counselor by reviewer, Primary Counselor is responsible for correcting any file errors or deficiencies immediately. Upon completion of corrective action Primary Counselor will sign and date "File Review" form. Completed File Review forms are keeping a separate binder

8. The information collected from the review process is used:

- A. To improve the quality of services
- B. To identify personnel training needs
- C. In performance improvement activities

9. File reviews will occur on a monthly basis in the form of:

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A. Peer Review file audits: Peer review meetings will occur weekly under the supervision of the Clinical Manager/Counselor Supervisor.

B. Clinical Manager/Counselor Supervisor file audits: CM/CS will audit random charts from each counselor's caseload monthly.

C. Treatment Center Director file audits: Treatment Center Directors will audit 10 random charts each month.

- Review at least two files admitted within the last two weeks from the date of the review.
- Review at least two files admitted within the last 3-4 weeks from the date of the review.
- Review at least two files discharged within the last 30 days from the date of the review.

D. The Treatment Center Director will be responsible for completing the "Internal Audit Report" form and sending to the Vice President, Quality and Clinical Compliance by the 10th of each month.

#### 9. Required Language:

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Program Name: ART – FACET	FSP: 1000009821
Annual Scope Of Work, Based on City Fiscal Year: 2018-19	7/1/18

**1. Identifiers:**

Program Name: ART = FACET  
 Program Address: 433 Turk St.  
 City, State, ZIP: San Francisco, CA 94102  
 Telephone/FAX: 415-928-7800  
 Website Address: 415-928-3710

Contractor Address (if different from above): 1145 Market St. Floor 10  
 City, State, ZIP: San Francisco, CA 94103

Person Completing this Narrative: Nadine Robbins-Laurent  
 Telephone: 415-552-7914 x 325  
 Email Address: nlaurent@baartprograms.com  
 Program Code(s) (if applicable):

**2. Nature of Document:**

New     Renewal     Modification

(See instruction on the need for this information):

Appendix #:	A-2
Appendix Term:	07/01/17-06/30/18

**3. Goal Statement:**

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

**4. Target Population:**

5. The FACET program targets pregnant and parenting San Francisco residents abusing and/or addicted to opioids. The FACET Perinatal program includes opioid dependent women with children up to two years old.

The program will serve, female aged 18 and older (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis)

The program will serve individuals from all ethnic, racial, religious and cultural backgrounds, regardless of sexual orientation or gender identity.

The ART – FACET program's target population includes particularly at risk neighborhoods such as the Tenderloin, the Mission District and South of Market



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ART - FACET serves opioid dependent individuals with co-occurring disorders such as HIV, Hep C, TB, diabetes and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

The program will serve individuals from all levels of economic status and serves many individuals who are homeless, living in the streets, in shelters and residential hotels.

#### 6. Modality(s)/Intervention(s)

ART - FACET's primary service function is Medication Assisted Treatment (MAT). The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols and Title 22, Medi-Cal Protocols.

One unit of service for a Narcotic Treatment Program is defined as follows:

- Methadone Dosing – One dose of methadone either for clinic consumption or take home
- Counseling – Ten minute period of face-to-face individual or group counseling. Groups must be 2-12 members in size.

The FACET program offers comprehensive opioid treatment for opioid dependent pregnant women and mothers. In addition to medication, patients receive a complete medical examination at point of intake and annually thereafter and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month, parenting classes, support group, childcare, nutrition counseling and coordination of OB-Gyn care.

Ancillary services For FACET patients include medical examinations, urgent primary care (wound care, acute infections, etc) individual and group counseling. HIV, HVC and TB screenings are also offered on site. All ancillary medical services are subcontracted with BAART Community Healthcare, a non-profit community medical clinic.

<b>Units of Service (UOS) Description</b>	<b>Units of Service (UOS)</b>	<b>Unduplicated Clients (UDC)</b>
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<b>ODS Opiate/Narcotic Treatment (OTP/NTP)</b>		
NTP Methadone Dosing	2714	9
NTP Methadone Individual Counseling	1296	9
NTP Methadone Group Counseling	108	9
<b>Ancillary Services</b>		
Childcare Support	144	12
Individual Counseling	288	12
Educational & Nutritional	144	12
Parenting	504	12
Case Management	666	12

## 7. Methodology:

### **FACET Program Description**

FACET offers comprehensive substance abuse and parenting services to pregnant and parenting opioid dependent women. Women who attend this program receive (1) methadone treatment to reduce physiological withdrawal symptoms from opioid addiction (2) group and individual counseling (3) parenting and perinatal training and (4) medical services (5) weekly peer group sessions and (6) weekly urine screenings for illicit substances.

Medical services include a complete health assessment upon entering the program (medical, social history, physical examination, laboratory tests and PPD test and STD, HCV, HIV screenings), monthly visits with a licensed nutritionist, pre-natal visits and medical care coordination for the mother, newborn infant and children up to two years old.

In addition to standard MAT documentation, the FACET coordinator maintains all prenatal records, delivery outcomes, APGAR scores, birth weights, weekly urinalysis results and OB/GYNE, multi-disciplinary team and Child Protective Services correspondence. The FACET Coordinator acts as the case manager for each FACET patient by locating and arranging for transitional, temporary and permanent housing as well as assisting with the acquisition of clothing, blankets, infant and child care supplies and coordinating vocational and educational opportunities.

The ART FACET Program seeks to provide a recovery environment where a pregnant substance abusing woman with special needs can access appropriate treatment services. It is the FACET philosophy that when a patient is met with a service oriented, non-judgmental, culturally sensitive, practical substance abuse treatment regimen that

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addresses self-esteem, medical and family needs the most successful long term treatment outcomes occur.

**FACET Augmentation** includes services such as additional parenting training and nutritional training for women up to 60 days post-partum. A childcare room is available on site for FACET patients to leave their children during doing periods, counseling sessions, medical appointments and group sessions. Although not a licensed day care program, FACET provides patient’s children, five years and under, short-term adult supervision in a child friendly play area during clinic hours, Monday through Friday. Other services that are available to patients are medical and pediatric care, educational and nutritional classes, parenting and case management.

**O. Opioid (Narcotic) Treatment Program Services**

A. In addition to the general Opioid (Narcotic) Treatment Program (OTP) services requirements, the Contractor shall comply with the following specific opioid (narcotic) treatment program services requirements: FACET maintains an active role on the San Francisco Perinatal Coordinating Council and participants in the San Francisco Perinatal Forum. FACET depends primarily on word of mouth and referrals from community social service agencies for recruitment. FACET has made efforts to strengthen outreach and recruitment in the new fiscal year by redesigning and updating promotional pamphlets, brochures and the BAART program website. FACET participates in Project Homeless Connect and Ladies Night Out by providing staff support and free detoxification opportunities. FACET also participates in local service committees and community events such as the Polk Street and the 6<sup>th</sup> Street Fair annually. ART has provided and continues to offer free educational services to any organization interested in learning about methadone maintenance treatment, philosophy and clinical outcomes.

1) Opioid (Narcotic) Treatment Program services shall include daily or several times weekly opioid agonist medication and counseling available for those with severe opioid disorder. The core of OTP treatment is providing patients with medically supervised dosing either methadone or buprenorphine. Each patient’s recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. The following criteria measure the effectiveness of treatment: toxicology screening, attendance at counseling sessions, employment status, arrest record and other such lifestyle factors.

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- Pregnant opioid dependent women
- Persons with HIV infection
- Pregnant persons with life threatening diseases such as TB and HCV, that are made worse by injection drug use
- Pregnant persons with serious endocarditic, septic arthritis or other medical problems.

**b) Individual and Group Counseling.** Per Title IX Regulation and Best Practices, individual counseling sessions are provided for each patient for a minimum of 50 minutes per month and a maximum of 200 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during the Quarterly Treatment Planning process. Counseling sessions are patient driven focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

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**h) Medical Psychotherapy.** One-on-one counseling conducted by the Medical Director with patients is conducted based on medical determination of need.

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the preparation of a discharge plan. Initial discharge planning shall begin at the earliest possible point in the service delivery process.

**8. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY17-18.

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<b>Annual Scope Of Work, Based on City Fiscal Year:</b> 2018-19	<b>7/1/18</b>

provided. The process will include the collection and analysis of data as it relates to goals set. Through the analysis of data, opportunities for improvement can be identified and prioritized. Once identified, interventions to achieve improvement can be designed and implemented. The Company, under the direction of the Vice President, Quality and Clinical Compliance, will establish what outcome measurements are consistent with the needs of each service. The type of data collected will be under the direction of the Vice President, Quality and Clinical Compliance. The Vice President, Quality and Clinical Compliance will monitor outcomes and report on the success of outcome measures by program and for the entire Company each year.

#### **D. Clinical Compliance and Quality Review Committee**

The Vice President, Quality and Clinical Compliance will chair the Clinical Compliance and Quality Review Committee (the "CCQR Committee"). In addition, the CCQR Committee will consist of 1) National Medical Director, 2) Corporate Compliance Officer, 3) Chief Operating Officer, 4) Regional Vice Presidents, OTP Operations, 5) Director, Nursing Education and Compliance, 6) other operations staff with direct clinic responsibility, and 6) CEO. The CCQR Committee will meet at least quarterly and more often when indicated.

#### **E. Reporting Requirements of Program Directors**

The Program Director will provide the Vice President, Quality and Clinical Compliance with the following:

1. Notification of any upcoming accreditation, state, DEA and any other compliance survey within 24 hours of notification.
2. Notification of any "high" level incidents in a program.
3. A timely copy of all corrective action plans.
4. A copy of any and all correspondence with any individual or agency related to compliance activities or concerns or clinical concerns.
5. Monthly reports on their program's compliance and clinical services.
6. Recommendations for improvement of clinical services.

#### **F. Clinical Policy and Procedure Manual**

The Clinical Policy and Procedure Manual will be reviewed by the Clinical Policy and Procedure Manual Review Committee (the "Clinical Policy Committee") on a yearly basis. Changes in current clinical policies or additions of new policies that are deemed necessary between reviews will be processed on an as needed basis. Requests for clinical policy changes or additions will be made to the Vice President, Quality and Clinical Compliance. All clinical policy and procedure changes and additions will be approved by the Clinical Policy Committee. The Clinical Policy Committee will include 1) Vice President, Quality and Clinical Compliance, 2) Director, Nursing Education and Compliance, 3) the Chief Operating Officer and his/her designee, and 4) National Medical Director. All changes will be reviewed and approved by the CEO.

<b>Contractor Name:</b> Addiction Research and Treatment, Inc. (ART)	<b>Appendix A-2</b>
<b>Program Name:</b> ART – FACET	<b>F\$P: 1000009821</b>
<b>Annual Scope Of Work, Based on City Fiscal Year:</b> 2018-19	<b>7/1/18</b>

### **G. REPORTING AND OVERSIGHT**

The Vice President, Quality and Clinical Compliance will provide senior management with monthly updates during monthly operations meetings. Clinical Compliance and Quality Review Reports will be submitted to senior management quarterly. Reports will contain the data from all appropriate, facility specific sources and will include Quality Improvement Plans (when applicable) developed by Program Directors.

The Vice President, Quality and Clinical Compliance and the Director, Medical Services Quality and Compliance will make site visits as needed to provide support, consultation, oversight and perform formal quality and performance evaluations. Site visits by the Vice President, Quality and Clinical Compliance or the Director, Medical Services Quality and Compliance will be performed at least once annually. The frequency of site visits will be dependent upon the needs of the specific site and at the discretion of the Vice President, Quality and Clinical Compliance; the Chief Operating Officer and the CEO. Visits will be announced to the facility director and the Regional Vice President, OTP Operations at least 72 hours prior to the site visit. Unannounced visits will occur as needed and at the discretion of the Vice President, Quality and Clinical Compliance; the Chief Operating Officer and the CEO.

OTP Compliance Managers will report directly to the Vice President, Quality and Clinical Compliance. OTP Compliance Managers will perform site visits at each of their assigned programs at least twice annually. Additional site visits will be dependent upon the needs of the specific site and at the discretion of the Vice President, Quality and Clinical Compliance.

### **H. Quality Assurance through File Reviews**

Patient File Reviews are measures taken to ensure that the organization maintains a certain level of service quality and meets required Federal, State, County and organizational standards and policies regarding delivered services. Program policy dictates that a File Review System be utilized as a quality control measure; to be conducted on an on-going basis, at least quarterly, to ensure quality, appropriate and efficient service delivery.

1. The Treatment Center Director is responsible for implementing and providing oversight of an on-going file review system to ensure the quality of records. The Treatment Center Director is responsible for ensuring accurate documentation of file reviews is kept and readily accessible for review.

2. Quality Control Measures are conducted to ensure the program meets organizational standards regarding:

- A. Quality of Services: Are patients satisfied with the level of service they receive?
- B. Appropriateness of Services: Are patients' needs being met?
- C. Proper Use of Services: Is program utilizing the services offered at an optimal level?
- D. Accuracy of Billing: Was the billing record consistent with the clinical documentation?
- E. Patterns of Service Utilization: What is the health status and needs of the patients?

3. Measure through File Review

A. File Reviews, include reviews of:

- Admission records - All admission records will be reviewed 30 days after admission date.

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- Current records
- Closed records  All closed records will be reviewed within 30 days of discharge date.

4. The program's standardized Patient File System format divides all patient files into sections (i.e. treatment plans, urine analysis, medication history, etc.). File Review forms have been developed to address particular questions in regards to patient treatment, including:

- A. Were assessments performed in a thorough, complete and timely manner at the time of admission to treatment?
- B. Were ongoing services provided to patient based on needs, as reported by patient through ASAM and medical assessment?
- C. Were actual services provided equivalent to patient goals for treatment?
- D. Was patient involved in making treatment goals and treatment choices?

5. Questions asked on "File Review" forms include "check-and-balance" type questions surpassing an audit-type form. They include:

- A. Is the ASAM complete?
- B. Are Releases completed correctly and properly?
- C. Was confidential information released according to applicable laws/ regulations?
- D. Does Treatment Plan reflect all problems currently being addressed?
- E. Are Treatment Plan problems/goals reflective of current and on-going needs assessments?
- F. Were the goals and service/treatment objectives of the person served revised where indicated?
- G. Does Treatment Plan have clear, measurable, and behavioral objectives?
- H. Did the patient receive the required monthly clinical?
- I. Did the actual services reflect appropriate level of care and a reasonable duration?
- J. Are all clinical notes signed by appropriate *Clinical Staff*?
- K. Has yearly medical/physical justification (if applicable) been performed?
- L. Are all urine screens timely and documented in the patient's chart?
- M. Are the patient's prescription medications documented in the patient's chart and update appropriately?
- N. Is State or Federal exception needed? If yes, is it filled out accurately to reflect current medication level/take home status?

6. File Reviews are performed, on an ongoing, random basis as follows:

- A. On all current and closed patient files
- B. By personnel who are trained & qualified
- C. Interactively, with all *Management and Various Staff* reviewing all other *Clinical Staff* patient files
- D. Recorded and documented through "File Review" forms

7. File deficiencies that are identified will be documented on the appropriate "File Review" form. Upon return of patient file to Primary Counselor by reviewer, Primary Counselor is responsible for correcting any file errors or deficiencies immediately. Upon completion of corrective action Primary Counselor will sign and date "File Review" form. Completed File Review forms are keeping a separate binder

8. The information collected from the review process is used:

- A. To improve the quality of services
- B. To identify personnel training needs



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**C. In performance improvement activities**

**9. File reviews will occur on a monthly basis in the form of:**

**A. Peer Review file audits:** Peer review meetings will occur weekly under the supervision of the Clinical Manager/Counselor Supervisor.

**B. Clinical Manager/Counselor Supervisor file audits:** CM/CS will audit random charts from each counselor's caseload monthly.

**C. Treatment Center Director file audits:** Treatment Center Directors will audit 10 random charts each month.

- Review at least two files admitted within the last two weeks from the date of the review.
- Review at least two files admitted within the last 3-4 weeks from the date of the review.
- Review at least two files discharged within the last 30 days from the date of the review.

**D. The Treatment Center Director will be responsible for completing the "Internal Audit Report" form and sending to the Vice President, Quality and Clinical Compliance by the 10th of each month.**

**10. Required Language:**

<b>Contractor Name:</b> Addiction Research and Treatment, Inc. (ART)	<b>Appendix A- 3</b>
<b>Program Name:</b> ART – Market Clinic	<b>7/1/18</b>

**1. Identifiers:**

Program Name: Addiction Research and Treatment, Inc. (ART)  
 Program Address: 1111 Market St.  
 City, State, ZIP: San Francisco, CA 94103  
 Telephone/FAX: 415-928-7800  
 Website Address: 415-928-3710

Contractor Address (if different from above): 1145 Market St. Floor 10  
 City, State, ZIP: San Francisco, CA 94103

Person Completing this Narrative: Nadine Robbins-Laurent  
 Telephone: 415-552-7914 x 325  
 Email Address: nlaurent@baartprograms.com  
 Program Code(s) (if applicable): **38124**

**2. Nature of Document:**

New     Renewal     Modification

(See instruction on the need for this information):

Appendix #:	<b>A-3</b>
Appendix Term:	<b>07/01/17-06/30/18</b>

**3. Goal Statement:**

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

**4. Target Population:**

ART program targets San Francisco residents abusing and/or addicted to opioids.

The program will serve male, female and transgender adults aged 18 and older (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis)

The program will serve individuals from all ethnic, racial, religious and cultural backgrounds, regardless of sexual orientation or gender identity.

The Turk Street Clinic target population includes particularly at risk neighborhoods such as the Tenderloin, the Mission District and South of Market

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ART serves opioid dependent individuals with co-occurring disorders such as HIV, Hep C, TB, diabetes and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

The program will serve individuals from all levels of economic status and serves many individuals who are homeless, living in the streets, in shelters and residential hotels.

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

**(See instruction on the need and/or the use of these tables):**

ART's primary service function is Medication Assisted Treatment (MAT). The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols and Title 22, Medi-Cal Protocols.

One unit of service for a Narcotic Treatment Program is defined as follows:

- Methadone Dosing – One dose of methadone either for clinic consumption or take home
- Buprenorphine Dosing - One dose of buprenorphine either for clinic consumption or take home
- Naltrexone - One dose of Naltrexone either for clinic consumption or take home
- Counseling – Ten minute period of face-to-face individual or group counseling. Groups must be 2-12 members in size.
- Naloxone – one naloxone kit provided or dispensed.
- Disulfiram - One dose of Disulfiram either for clinic consumption or take home

Ancillary services include medical examinations, urgent primary care (wound care, acute infections, etc) individual and group counseling. HIV, HVC and TB screenings are also offered on site. All ancillary medical services are subcontracted with BAART Community Healthcare, a non-profit community medical clinic.

Units of Service (UOS) Description	Units of Service (UOS)	Unduplicated Clients (UDC)
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<b>ODS Waiver Services</b>		
NTP MAT Buprenorphine Dosing	1,800	5
NTP MAT Buprenorphine Individual Counseling	300	5
NTP MAT Buprenorphine Group Counseling	60	5
NTP MAT Disulfiram	1,800	5
NTP MAT Naloxone	600	600
<b>ODS Opiate/Narcotic Treatment (OTP/NTP)</b>		
NTP Methadone Dosing	179,762	600
NTP Methadone Individual Counseling	86,400	600
NTP Methadone Group Counseling	7,200	600

**6. Methodology:**

**O. Opioid (Narcotic) Treatment Program Services**

In addition to the general Opioid (Narcotic) Treatment Program (OTP) services requirements, the Contractor shall comply with the following specific opioid (narcotic) treatment program services requirements:

1) Opioid (Narcotic) Treatment Program services shall include daily or several times weekly opioid agonist medication and counseling available for those with severe opioid disorder. The core of OTP treatment is providing patients with medically supervised dosing either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. The following criteria measure the effectiveness of treatment: toxicology screening, attendance at counseling sessions, employment status, arrest record and other such lifestyle factors.

2) Service Components shall include:

a) **Intake.** During the intake process there is a comprehensive health assessment. This health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e. CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assesses each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases and abscesses. The medical staff also discusses the advantage of HIV antibody testing and/or early medical intervention for those patients who disclose that they HIV+.

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b) **Individual and Group Counseling.** Per Title IX Regulation and Best Practices, individual counseling sessions are provided for each patient for a minimum of 50 minutes per month and a maximum of 200 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during the Quarterly Treatment Planning process. Counseling sessions are patient driven focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

c) **Patient Education.** Learning experiences are utilized within the parameters of individual and group counseling sessions with patients that use a combination of methods such as teaching counseling, and behavior modification techniques which influence and enhance patient knowledge, health and illness behavior; enhance education about addiction-related behaviors and consequences

d) **Medication Services.** Medication Services will include methadone, buprenorphine, naltrexone, disulfiram and naloxone, as determined appropriate by the medical provider.

e) **Collateral Services.** The ART Market Clinic offers face-to-face sessions with counselors and significant persons in the personal life of the patient that are focused on the treatment needs of the patient with the purpose of aiding the patient in obtaining support needed to achieve treatment goals.

f) **Crisis Intervention Services.** Services are provided by counselors and medical staff in order to alleviate crises in patient lives or to assist with stabilization of emergency situations.

g) **Treatment Planning.** Treatment Plans are reviewed, revised and signed by the patient, counselor and the Medical Director at least every quarter.

h) **Medical Psychotherapy.** One-on-one counseling conducted by the Medical Director with patients is conducted based on medical determination of need.

i) **Discharge Services.** Throughout treatment, patients shall be cared for with a focus on the facilitation of optimal physical and mental health. That care shall be concluded with the preparation of a comprehensive Discharge Plan. Counselors shall assist patients in terminating treatment in a productive and therapeutically beneficial manner, to whatever extent possible, and shall document patient discharges in a thorough, accurate and timely manner in accordance with regulatory provisions and requirements. Prior to discharge from care provided at our program, and whenever practically possible, patients shall participate in the preparation of a discharge plan. Initial discharge planning shall begin at the earliest possible point in the service delivery process.

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**7. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY17-18.

**8. Continuous Quality Improvement:**

ART ensures that there is a proper focus on clinical compliance and clinical quality improvement. We do so through our Department of Quality and Clinical Compliance at the National Support Center. This department ensures that there is a focus on quality services and that there are sufficient resources allocated to achieve this goal. This department reports directly to the CEO.

**A. Program Surveys**

Program surveys are conducted by the VP of Quality and Clinical Compliance and the Director of Nursing Education at their discretion. Additionally, OTP Compliance Managers perform at least two site visits annually at each program. Site visits will also be conducted by this department within 30 days of a significant external audit result.

Internal surveyors have the latitude to inspect all aspects of the program as they see fit. Any concerns that are considered significant or egregious will be reported immediately to the VP, Quality and Clinical Compliance and to the CEO.

Following the completion of a survey, a written report will be submitted to the CEO. Copies of the report will be circulated to the Program Director, Medical Director of the facility, the National Medical Director, the Corporate Compliance Officer, Vice President, Quality and Clinical Compliance, and the Chief Operating Officer, OTP Operations, and if applicable, any other senior operations staff overseeing the program. The Program Director is responsible for preparing a Quality Improvement Plan and submitting it to his/her Regional Vice President, OTP Operations, the Chief Operating Officer, the Corporate Compliance Officer, the Vice President, Quality and Clinical Compliance, and the CEO within 14 days of receipt. It is the Chief Operating Officer's responsibility for managing the Quality Improvement Process. The Vice President, Quality and Clinical Compliance, or his/her designee, may follow up on the report at any time to consider whether appropriate follow up and action has occurred subsequent to the completion of the Quality Improvement Plan.

**B. Staff Education**

Each facility develops a Staff Education Committee led by the Program Director that plans and holds a minimum of 6 trainings per year. Plans for staff education will be submitted annually, by the beginning of each calendar year, to Vice President, Quality and Clinical Compliance. Compliance with this quality performance measure will be evaluated during site visits.

**C. Outcome Measurement Collection and Analysis**

The goal of outcome and performance measurement is to provide the highest quality care in an environment of dignity and respect. The objectives are to assess performance through outcome measures and to integrate outcome monitoring into the ongoing operations of all patient care services provided. The process will include the collection and analysis of data as it relates to goals set. Through the analysis of data, opportunities for improvement can be identified and prioritized. Once identified, interventions to achieve improvement can be designed and implemented. The Company,

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under the direction of the Vice President, Quality and Clinical Compliance, will establish what outcome measurements are consistent with the needs of each service. The type of data collected will be under the direction of the Vice President, Quality and Clinical Compliance. The Vice President, Quality and Clinical Compliance will monitor outcomes and report on the success of outcome measures by program and for the entire Company each year.

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#### **G. REPORTING AND OVERSIGHT**

<b>Contractor Name:</b> Addiction Research and Treatment, Inc. (ART)	<b>Appendix A- 3</b>
<b>Program Name:</b> ART – Market Clinic	<b>7/1/18</b>

The Vice President, Quality and Clinical Compliance will provide senior management with monthly updates during monthly operations meetings. Clinical Compliance and Quality Review Reports will be submitted to senior management quarterly. Reports will contain the data from all appropriate, facility specific sources and will include Quality Improvement Plans (when applicable) developed by Program Directors.

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#### **H. Quality Assurance through File Reviews**

Patient File Reviews are measures taken to ensure that the organization maintains a certain level of service quality and meets required Federal, State, County and organizational standards and policies regarding delivered services. Program policy dictates that a File Review System be utilized as a quality control measure; to be conducted on an on-going basis, at least quarterly, to ensure quality, appropriate and efficient service delivery.

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2. Quality Control Measures are conducted to ensure the program meets organizational standards regarding:

- A. Quality of Services: Are patients satisfied with the level of service they receive?
- B. Appropriateness of Services: Are patients' needs being met?
- C. Proper Use of Services: Is program utilizing the services offered at an optimal level?
- D. Accuracy of Billing: Was the billing record consistent with the clinical documentation?
- E. Patterns of Service Utilization: What is the health status and needs of the patients?

3. Measure through File Review

A. File Reviews, include reviews of:

- Admission records - All admission records will be reviewed 30 days after admission date.
- Current records
- Closed records  All closed records will be reviewed within 30 days of discharge date.



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4. The program's standardized Patient File System format divides all patient files into sections (i.e. treatment plans, urine analysis, medication history, etc.). File Review forms have been developed to address particular questions in regards to patient treatment, including:

- A. Were assessments performed in a thorough, complete and timely manner at the time of admission to treatment?
- B. Were ongoing services provided to patient based on needs, as reported by patient through ASAM and medical assessment?
- C. Were actual services provided equivalent to patient goals for treatment?
- D. Was patient involved in making treatment goals and treatment choices?

5. Questions asked on "File Review" forms include "check-and-balance" type questions surpassing an audit-type form. They include:

- A. Is the ASAM complete?
- B. Are Releases completed correctly and properly?
- C. Was confidential information released according to applicable laws/ regulations?
- D. Does Treatment Plan reflect all problems currently being addressed?
- E. Are Treatment Plan problems/goals reflective of current and on-going needs assessments?
- F. Were the goals and service/treatment objectives of the person served revised where indicated?
- G. Does Treatment Plan have clear, measurable, and behavioral objectives?
- H. Did the patient receive the required monthly clinical?
- I. Did the actual services reflect appropriate level of care and a reasonable duration?
- J. Are all clinical notes signed by appropriate *Clinical Staff*?
- K. Has yearly medical/physical justification (if applicable) been performed?
- L. Are all urine screens timely and documented in the patient's chart?
- M. Are the patient's prescription medications documented in the patient's chart and update appropriately?
- N. Is State or Federal exception needed? If yes, is it filled out accurately to reflect current medication level/take home status?

6. File Reviews are performed, on an ongoing, random basis as follows:

- A. On all current and closed patient files
- B. By personnel who are trained & qualified
- C. Interactively, with all *Management and Various Staff* reviewing all other *Clinical Staff* patient files
- D. Recorded and documented through "File Review" forms

7. File deficiencies that are identified will be documented on the appropriate "File Review" form. Upon return of patient file to Primary Counselor by reviewer, Primary Counselor is responsible for correcting any file errors or deficiencies immediately. Upon completion of corrective action Primary Counselor will sign and date "File Review" form. Completed File Review forms are keeping a separate binder

8. The information collected from the review process is used:

- A. To improve the quality of services
- B. To identify personnel training needs
- C. In performance improvement activities

<b>Contractor Name:</b> Addiction Research and Treatment, Inc. (ART)	<b>Appendix A- 3</b>
<b>Program Name:</b> ART – Market Clinic	<b>7/1/18</b>

9. File reviews will occur on a monthly basis in the form of:

A. Peer Review file audits: Peer review meetings will occur weekly under the supervision of the Clinical Manager/Counselor Supervisor.

B. Clinical Manager/Counselor Supervisor file audits: CM/CS will audit random charts from each counselor's caseload monthly.

C. Treatment Center Director file audits: Treatment Center Directors will audit 10 random charts each month.

- Review at least two files admitted within the last two weeks from the date of the review.
- Review at least two files admitted within the last 3-4 weeks from the date of the review.
- Review at least two files discharged within the last 30 days from the date of the review.

D. The Treatment Center Director will be responsible for completing the "Internal Audit Report" form and sending to the Vice President, Quality and Clinical Compliance by the 10th of each month.

**9. Required Language:**

## 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.

**2. Program Budgets and Final Invoice**

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

- B-1: Addiction Research and Treatment Turk Street
- B-2: ART-FACET
- B-3: ART-MARKET

**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 **Thirty Five Million Nine Hundred Fifty Two Thousand Dollars (\$35,952,000)** for the period of July 1, 2018 through June 30, 2022.

CONTRACTOR understands that, of this maximum dollar obligation, \$ 3,852,000 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

July 1, 2018 through June 30, 2019	\$ 8,025,000
July 1, 2019 through June 30, 2020	\$ 8,025,000
July 1, 2020 through June 30, 2021	\$ 8,025,000
July 1, 2021 through June 30, 2022	\$ 8,025,000
	<hr/>
	\$ 32,100,000
Contingency	\$ 3,852,000
	<hr/>
Total	\$ 35,952,000

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

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

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

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

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

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

DHCS Legal Entity Number (MH) N/A  
 DHCS Legal Entity Name (MH)/Contractor Name (SA) Addiction Research & Treatment  
 F&P # 1000009821

Page # 1  
 Based on FY 18-19  
 Contract Term 7/1/18-6/30/23  
 Date 07/01/18

Contract Appendix Number	B-1	B-2	B-3	B-#	B-#	B-#		
Provider Number	383811	383810	383812					
Program Name(s)	ART TURK	ART FACET	ART MARKET				(Annual Total)	(Ct. Term Total)
Program Code(s)	38114	38124	38104				7/1/18-6/30/19	7/1/18-6/30/22
Funding Term (mm/dd - mm/dd)	07/01-6/30	07/01-6/30	07/01-6/30				<b>TOTAL</b>	<b>TOTAL</b>
<b>FUNDING USES</b>								
Salaries	\$ 1,943,893	\$ 142,815	\$ 1,951,260				\$ 4,037,968	\$ 16,151,872
Employee Benefits	\$ 572,197	\$ 42,039	\$ 512,941				\$ 1,127,177	\$ 4,508,708
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>\$ 2,516,090</b>	<b>\$ 184,854</b>	<b>\$ 2,464,201</b>	\$ -	\$ -	\$ -	<b>\$ 5,165,145</b>	<b>\$ 20,660,580</b>
Operating Expenses	\$ 875,214	\$ 10,798	\$ 927,103				\$ 1,813,115	\$ 7,252,461.36
Capital Expenses							\$ -	\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 3,391,304</b>	<b>\$ 195,652</b>	<b>\$ 3,391,304</b>	\$ -	\$ -	\$ -	<b>\$ 6,978,260</b>	<b>\$ 27,913,041.36</b>
Indirect Expenses	\$ 508,696	\$ 29,348	\$ 508,696				\$ 1,046,740	\$ 4,186,958.76
Indirect %	15.0%	15.0%	15.0%	0.0%	0.0%	0.0%	15.0%	15.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 3,900,000</b>	<b>\$ 225,000</b>	<b>\$ 3,900,000</b>	\$ -	\$ -	\$ -	<b>\$ 8,025,000</b>	<b>\$ 32,100,000.13</b>
							Employee Fringe Benefits %	27.9%
								27.9%
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>								
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>BHS SUBSTANCE ABUSE FUNDING SOURCES</b>								
SA FED - DMC FFP, CFDA #93.778	\$ 2,509,000	\$ 39,000	\$ 2,509,000				\$ 5,057,000	
SA STATE - DMC	\$ 1,351,000	\$ 21,000	\$ 1,351,000				\$ 2,723,000	
SA STATE - Non-DMC		\$ 123,765					\$ 123,765	
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>\$ 3,860,000</b>	<b>\$ 183,765</b>	<b>\$ 3,860,000</b>	\$ -	\$ -	\$ -	<b>\$ 7,903,765</b>	
<b>OTHER DPH FUNDING SOURCES</b>								
HHS COUNTY GF	\$ 40,000	\$ 41,235	\$ 40,000				\$ 121,235	
SA STATE - Non-DMC								
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ 40,000</b>	<b>\$ 41,235</b>	<b>\$ 40,000</b>	\$ -	\$ -	\$ -	<b>\$ 121,235</b>	
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 3,900,000</b>	<b>\$ 225,000</b>	<b>\$ 3,900,000</b>	\$ -	\$ -	\$ -	<b>\$ 16,050,000</b>	
<b>NON-DPH FUNDING SOURCES</b>								
<b>TOTAL NON-DPH FUNDING SOURCES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 3,900,000</b>	<b>\$ 225,000</b>	<b>\$ 3,900,000</b>	\$ -	\$ -	\$ -	<b>\$ 16,050,000</b>	<b>\$ 32,100,000.13</b>
Prepared By: Helen Cables				Phone Number: (415) 552-7914 extension 315				

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

OHCS Legal Entity Name (MH)/Contractor Name (SA) Addition Research & Treatment										Appendix #
Provider Name Addition Research & Treatment-Turk Street										B-1
Provider Number 385611										Page #
										18-19
										Funding Notification Date
										07/24/17
Program Name	ART Turk Street	ART Turk Street	ART Turk Street	ART Turk Street	ART Turk Street	ART Turk Street	ART Turk Street	ART Turk Street	ART Turk Street	ART Turk Street
Program Code	38114	38114	38114	38114	38114	38114	38114	38114	38114	N/A
Mod/SFC (MH) or Modality (SA)	ODS-120	ODS-120	ODS-120	ODS-117	ODS-117	ODS-117	ODS-117	ODS-118	ODS-110	ODS-120
Service Description	ODS NTP Methadone - all services	ODS NTP Methadone - all services	ODS NTP Methadone - all services	ODS NTP MAT Buprenorphine	ODS NTP MAT Buprenorphine	ODS NTP MAT Buprenorphine	ODS NTP MAT Buprenorphine	ODS NTP MAT Disulfiram	ODS NTP MAT Naloxone	ODS NTP Methadone - all services
Service Description Detail	Methadone Dosing	Methadone Individual Counseling	Methadone Group Counseling	Buprenorphine Dosing	Buprenorphine Individual Counseling	Buprenorphine Group Counseling		Disulfiram	Naloxone	NON-ODS NTP Subsets
Funding Term (mm/dd - mm/dd)	07/01-6/30	07/01-6/30	07/01-6/30	07/01-6/30	07/01-6/30	07/01-6/30	07/01-6/30	07/01-6/30	07/01-6/30	07/01-6/30
FUNDING USES										
Salaries & Employee Benefits	1,608,801	810,886	17,286	3,557	3,231	144	11,443	36,138	16,489	2,610,090
Operating Expenses	540,389	237,961	4,179	26,029	778	35	5,626	43,124	16,295	875,214
Capital Expenses										
Subtotal Direct Expenses	2,049,289	1,048,750	21,475	31,586	4,009	179	16,997	78,261	34,783	3,391,305
Indirect Expenses	307,953	173,213	3,221	4,738	601	27	2,546	11,739	6,217	508,596
<b>TOTAL FUNDING USES</b>	<b>2,356,883</b>	<b>1,327,989</b>	<b>24,696</b>	<b>36,324</b>	<b>4,611</b>	<b>206</b>	<b>19,512</b>	<b>90,000</b>	<b>40,000</b>	<b>3,909,900</b>
BHS MENTAL HEALTH FUNDING SOURCES										
Accounting Code (Index Code or Detail)										
This row left blank for funding sources not in drop-down list										
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
BHS SUBSTANCE ABUSE FUNDING SOURCES										
Accounting Code (Index Code or Detail)										
SA FED - DMC FFP, OFDA #93,778	HMHSOCRES227	1,531,844	863,180	16,052	23,611	2,897	135	12,883	56,500	2,569,000
SA STATE - DMC	HMHSOCRES227	824,839	464,789	6,644	12,713	1,614	72	6,829	31,500	1,351,000
This row left blank for funding sources not in drop-down list										
<b>TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES</b>	<b>2,356,683</b>	<b>1,327,969</b>	<b>24,696</b>	<b>36,324</b>	<b>4,611</b>	<b>205</b>	<b>19,512</b>	<b>90,000</b>	<b>40,000</b>	<b>3,860,000</b>
OTHER DPH FUNDING SOURCES										
Accounting Code (Index Code or Detail)										
HHS COUNTY OF	HMHSOCRES227									40,000
This row left blank for funding sources not in drop-down list										
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>40,000</b>	<b>40,000</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>2,356,683</b>	<b>1,327,969</b>	<b>24,696</b>	<b>36,324</b>	<b>4,611</b>	<b>205</b>	<b>19,512</b>	<b>90,000</b>	<b>40,000</b>	<b>3,909,900</b>
NON-DPH FUNDING SOURCES										
This row left blank for funding sources not in drop-down list										
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>2,356,683</b>	<b>1,327,969</b>	<b>24,696</b>	<b>36,324</b>	<b>4,611</b>	<b>205</b>	<b>19,512</b>	<b>90,000</b>	<b>40,000</b>	<b>3,909,900</b>
BHS UNITS OF SERVICE AND UNIT COST										
Number of Beds Purchased (if applicable)										
SA Only - Non-Res 93 - ODF # of Group Sessions (classical)										
SA Only - Licensed Capacity for Med-Cat Provider with Narcotic Tx Program	820									
Payment Method										
DPH Units of Service	179,782	80,460	7,200	1,600	900	60	1,800	660		19,907
Unit Type	Dosing: Daily Individual and Group: 10 Minutes	Dosing: Daily Individual and Group: 10 Minutes	Dosing: Daily Individual and Group: 10 Minutes	Dose	Dose	Dose	Dose	Dose	Dose	Dosing: Daily Individual and Group: 10 Minutes
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 13.11	\$ 16.37	\$ 3.43	\$ 20.18	\$ 15.37	\$ 3.42	\$ 10.47	\$ 150.00		2.01
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 13.11	\$ 16.37	\$ 3.43	\$ 20.18	\$ 15.37	\$ 3.42	\$ 10.47	\$ 150.00		
Published Rate (Medi-Cal Providers Only)	\$ 17.00	\$ 30.67	\$ 6.67	\$ 30.00	\$ 30.67	\$ 6.67				
Unduplicated Clients (UDC)	600	600	600	6	5	6	6	600		600





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

Program Name: Addiction Research & Treatment-Turk Street  
 Program Code: 38114

Appendix #: B-1  
 Page #: 3  
 Based on FY: 18-19  
 Funding Notification Date: 07/24/17

Expense Categories & Line Items	TOTAL	Federal Drug Medi-Cal, State PSR/DMC & County General Fund	Accounting Code 2 (Index Code or Detail)	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)
Term (mm/dd-mm/dd):	07/01-06/30	07/01-06/30					
Rent	\$ 308,344	\$ 308,344					
Utilities(telephone, electricity, water, gas, janitorial)	\$ 117,083	\$ 117,083					
Building Repair/Maintenance	\$ 30,069	\$ 30,069					
<b>Occupancy Total:</b>	<b>\$ 455,496</b>	<b>\$ 455,496</b>	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 33,158	\$ 33,158					
Photocopying	\$ -						
Program Supplies & Services	\$ 211,751	\$ 211,751					
Computer Hardware/Software	\$ 12,454	\$ 12,454					
<b>Materials &amp; Supplies Total:</b>	<b>\$ 257,363</b>	<b>\$ 257,363</b>	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 922	\$ 922					
Insurance	\$ 35,666	\$ 35,666					
Professional License	\$ 70,063	\$ 70,063					
Permits	\$ -						
Equipment Lease & Maintenance	\$ 6,341	\$ 6,341					
<b>General Operating Total:</b>	<b>\$ 112,992</b>	<b>\$ 112,993</b>	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ 21,831	\$ 21,831					
Field Expenses	\$ -						
<b>Staff Travel Total:</b>	<b>\$ 21,831</b>	<b>\$ 21,831</b>	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
(add more Consultant/Subcontractor lines as necessary)	\$ -						
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
Client Relations	\$ 2,068	\$ 2,068					
Retention & Recruitment, Postage, Dues & Subscripti	\$ 25,464	\$ 25,464					
<b>Other Total:</b>	<b>\$ 27,532</b>	<b>\$ 27,531</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 875,214</b>	<b>\$ 875,214</b>	\$ -	\$ -	\$ -	\$ -	\$ -

**Appendix B - DPH 7: BHS BUDGET JUSTIFICATION**

**Contractor Name** Addiction Research & Treatment  
**Program Name:** Addiction Research & Treatment-Turk Street

**Appendix #:** B-1  
**Based on FY:** 18-19

**1a) SALARIES**

Staff Position 1: Treatment Center Director (TCD)				
Responsible for the operation and performance of the clinic by managing and planning how services are delivered at various programs at the clinic. Participate in strategic planning including securing additional sources of funding, ensuring compliance federal and state requirements and regulations. Supervises clinic staff to ensure that patients receive prompt and quality care. Brief description of job duties:				
Bachelor's degree, understanding of outpatient clinic operation, understanding of HIPAA, STATE, CAREF/JCAHO standards & regulations, prior experience in outpatient setting Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$95,541.70	0.96	12	1	\$91,720

Staff Position 2: Operations Director				
Assists the Treatment Center Director in the operational oversight of the clinic Brief description of job duties:				
BA/BS in Behavioral Sciences or equivalent. At least 2 years of substance abuse counseling experience. Working knowledge of charting and other compliance procedures related to narcotic replacement therapy. Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$87,944.80	0.96	12	1	\$85,227

Staff Position 3: Medical Director				
Assumes responsibility for the Clinic and supervises all the medical services rendered to patients. Over-all oversight in dispensing daily narcotic replacement therapy and other medication by medical staff. Train all staff in Universal Precautions and emergency medical protocol. Brief description of job duties:				
Licensed and in good standing to practice medicine as a physician in California. Current and valid DEA registration and may no, at anytime, have had an application for registration with the DEA denied. One year of primary care and substance abuse treatment experience Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$178,895.00	0.37	12	1	\$66,191

Staff Position 4: Nurse Practitioner				
Assists the Medical Director by providing comprehensive medical services to substance abuse and primary care patients. Maintains necessary medical records to insure compliance with all federal, state, contractual and BAART policies Brief description of job duties:				
Licensed as a Physician Assistant or Nurse Practitioner in good standing with the State. Must be able to provide comprehensive, quality care. One year of primary care and or substance abuse treatment experience. Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$114,909.50	3.13	12	1	\$359,667

Staff Position 5: Registered Nurse				
Promotes and restores patient's health by completing the nursing process; collaborating with physicians and multidisciplinary team members, provides physical and psychological support to patients, friends and families. Maintains necessary medical records to insure compliance with all Federal, State, County and BAART policies Brief description of job duties:				

Licensed as a Registered Nurse in good standing with the State. Must be able to provide comprehensive, quality care.  
 Minimum qualifications: One year of primary care and or substance abuse treatment experience.

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$80,423.00	1.00	12	1	\$80,423

**Staff Position 5: Counselor-Supervisor**

Brief description of job duties: Facilitates the work of the TCD by assisting with day to day operations of the clinic as they pertain to counseling duties. Acts as a Supervisor for staff in the absence of the TCD. Supervises counselors. Performs administrative responsibilities in collaboration with TCD. May carry a limited caseload of patients.

Minimum qualifications: A certificate in alcohol and/or drug studies from an approved counselor certifying organization or proof of enrollment within six months of hire is required. Certification must be completed in no more than five years from date of hire to maintain employment. A BA/BS in Behavioral Sciences or the equivalent in experience is also required. A minimum of two years of counseling experience in a related setting, working knowledge of charting and other compliance procedures related to methadone administration and treatment, the ability to develop comprehensive treatment plans and chart accurately and excellent oral and written communication skills are required. A graduate level degree is

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$66,417.00	0.98	12	1	\$65,089

**Staff Position 6: Counselors**

Brief description of job duties: Assists patients by providing counseling and case management services to patients receiving opiate replacement therapy. Keeps accurate records to insure compliance with local, state, and federal regulations, as well as accreditation standards. Acts as patients' liaison with entire program.

Minimum qualifications: A certificate in alcohol and/or drug studies from an approved counselor certifying organization is required. Certification must be completed in no more than five years from date of hire to maintain employment. An AA or BA degree in Behavioral Sciences, Counseling, Clinical Psychology or related is required at hire when an applicant has not yet earned a certificate. A minimum of two years of counseling experience in a related setting, the ability to develop comprehensive treatment plans and chart accurately and excellent oral and written communication skills are also required.

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$46,046.80	19.36	12	1	\$892,387

**Staff Position 7: Dispensing Nurse-Supervisor**

Brief description of job duties: Supervises the dispensary and the dispensing nurses. Dispenses/supervises all prescribed medications and maintains patient dosing records. Records and audits the dispensing of methadone stocks to insure compliance with the Federal, State, and local regulations, as well as BAART/BBHS policies.

Minimum qualifications: Must be a Licensed Vocational Nurse, a Licensed Psychiatric Technician or a Registered Nurse in good standing with the State of California. Previous dispensing experience or substance abuse treatment experience required. Supervisory experience strongly preferred.

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$52,677.00	0.96	12	1	\$50,570

**Staff Position 8: Dispensing Nurse**

Brief description of job duties: Dispenses all prescribed medications, including Methadone, and maintain patient dosing records, under close supervision. Records and audits the dispensing of methadone and current stock to insure compliance with the Federal, State, and local regulations.

Minimum qualifications: Must be a Licensed Vocational Nurse, a Licensed Psychiatric Technician or a Registered Nurse in good standing with the State of California. Previous dispensing experience, substance abuse treatment experience, computer proficiency and CPR training preferred.

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$55,430.50	2.98	12	1	\$165,183

**Staff Position 8: Medical Assistant**

Brief description of job duties: Facilitates the work of the Medical Director and Nurse Practitioner by performing medical and clerical duties. Assists in checking-in and scheduling appointments.

Medical Assisting Certification either as a graduate of a 9-month program or comparable documented experience with 1 Minimum qualifications: 3 months on the job training through internship. Phlebotomy experience, CPR and First Aid training.

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$29,590.60	0.96	12	1	\$28,407

**Staff Position 4: Security Guard**

Brief description of job duties: Responsible for the maintenance of security of the clinic facility. Assists front office staff as needed.

Security Officer permit issued by the state of California. 2 years of experience in a security position, preferably in a Minimum qualifications: healthcare setting. Training from a law enforcement school or other security training facility.

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$29,378.75	2.69	12	1	\$79,029

**Total FTE: 34.37 Total Salaries: \$1,943,893**

**1b) EMPLOYEE FRINGE BENEFITS:**

(Components provided below are samples only. The budgeted components should match the contractor's ledger accounts.)

Component	Cost
Social Security	\$148,708
Medical/Dental	\$401,089
Unemployment Insurance	\$13,440
Disability Insurance	\$8,960
Other (specify):	

**Total Fringe Benefit: \$ 572,196.62**

**Fringe Benefit %: 29.4%**

**TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: \$ 2,516,090.00**

**2) OPERATING EXPENSES:**

Occupancy:

770

Expense Item	Brief Description	Rate	Cost
Rent	Allocated share of rental at 433 Turk Street	\$25695.33 per month	\$ 308,344.00
Utilities	Telephone & Internet	\$2110.08 per month	\$ 25,321.00
Utilities	Electricity, Water & Garbage, janitorial	\$7646.83 per month	\$ 91,762.00
Building Repair & Maintenance	Painting, windows & bathroom repairs & other repairs necessary for the upkeep of the facility	\$2505.75 per month	\$ 30,069.00

**Total Occupancy: \$ 455,496.00**

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Pens, paper, paper clips, staples, print cartridge	\$2763.17 per month	\$ 33,158.00
Program Supplies & Services	Methadone, buprenorphine, Naloxone, Disulfiram, other medical supplies, laboratory	\$17645.92 per month	\$ 211,751.00
Computer Hardware/software	maintenance of hardware and regular software updates	\$1037.83 per month	\$ 12,454.00

**Total Materials & Supplies: \$ 257,363.00**

**General Operating:** \_\_\_\_\_

Expense Item	Brief Description	Rate	Cost
Training/Staff Development		\$76.83 per month	\$ 922.00
Insurance	General liability, Directors insurance	annually	\$ 35,666.00
Licenses & Permits	Professional & business license & permits	annually	\$ 70,063.00
Equipment Lease & Maintenance	copier, telephone system, software support	\$528.42 per month	\$ 6,341.00
<b>Total General Operating:</b>			<b>\$ 112,992.00</b>

**Staff Travel:** \_\_\_\_\_

Purpose of Travel	Location	Expense Item	Rate	Cost
Out-of-Town Travel				\$ 21,831.00
<b>Total Staff Travel:</b>				<b>\$ 21,831.00</b>

**Consultants/Subcontractors:** \_\_\_\_\_

Consultant/Subcontractor Name	Service Description	Rate	Cost





Appendix B - DPH 4: Operating Expenses Detail

Program Name: Addiction Research & Treatment-FACET  
 Program Code: 38124

Appendix #: B-2  
 Page #: 3  
 Based on FY: 18-19  
 Funding Notification Date: 07/24/17

Expense Categories & Line Items	TOTAL	Federal Drug Medi-Cal, State PSR DMC & County General	Accounting Code 2 (Index Code or Detail)	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)
Term (mm/dd-mm/dd):	07/01-06/30	07/01-06/30					
Rent	\$ 3,938	\$ 3,938					
Utilities(telephone, electricity, water, gas)	\$ 1,495	\$ 1,495					
Building Repair/Maintenance	\$ 384	\$ 384					
<b>Occupancy Total:</b>	<b>\$ 5,817</b>	<b>\$ 5,817</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 504	\$ 504					
Photocopying	\$ -						
Program Supplies	\$ 2,325	\$ 2,325					
Computer Hardware/Software	\$ 159	\$ 159					
<b>Materials &amp; Supplies Total:</b>	<b>\$ 2,988</b>	<b>\$ 2,988</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 12	\$ 12					
Insurance	\$ 456	\$ 456					
Professional License	\$ 895	\$ 895					
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
<b>General Operating Total:</b>	<b>\$ 1,363</b>	<b>\$ 1,362</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ 279	\$ 279					
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
<b>Staff Travel Total:</b>	<b>\$ 279</b>	<b>\$ 279</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
(add more Consultant/Subcontractor lines as necessary)	\$ -						
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Other (provide detail):	\$ -						
Client relations	\$ 26	\$ 26					
Retention & Recruitment, Postage, Dues & subscriptions	\$ 325	\$ 325					
<b>Other Total:</b>	<b>\$ 351</b>	<b>\$ 352</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 10,798</b>	<b>\$ 10,798</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



**Appendix B - DPH 7: BHS BUDGET JUSTIFICATION**

**Contractor Name** Addiction Research & Treatment  
**Program Name:** Addiction Research & Treatment-FACET

**Appendix #:** B-2  
18-19

**1a) SALARIES**

Staff Position 1: Treatment Center Director (TCD)				
Responsible for the operation and performance of the clinic by managing and planning how services are delivered at various programs at the clinic. Participate in strategic planning including securing additional sources of funding, ensuring compliance federal and state requirements and regulations. Supervises clinic staff to ensure that patients receive prompt and quality care. Brief description of job duties:				
Bachelor's degree, understanding of outpatient clinic operation, understanding of HIPAA, STATE, CAREF/JCAHO. Minimum qualifications: standards & regulations, prior experience in outpatient setting				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$95,541.70	0.01226	12	1	\$1,171
Staff Position 2: Operations Director				
Assists the Treatment Center Director in the operational oversight of the clinic Brief description of job duties:				
BA/BS in Behavioral Sciences or equivalent: At least 2 years of substance abuse counseling experience. Working Minimum qualifications: knowledge of charting and other compliance procedures related to narcotic replacement therapy.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$67,944.80	0.01226	12	1	\$833
Staff Position 3: Medical Director				
Assumes responsibility for the Clinic and supervises all the medical services rendered to patients. Over-all oversight in dispensing daily narcotic replacement therapy and other medication by medical staff. Train all staff in Universal Precautions and emergency medical protocol. Brief description of job duties:				
Licensed and in good standing to practice medicine as a physician in California. Current and valid DEA registration and may no, at anytime, have had an application for registration with the DEA denied. One year of primary care and Minimum qualifications: substance abuse treatment experience				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$178,895.00	0.01304	12	1	\$2,333
Staff Position 4: Nurse Practitioner				
Assists the Medical Director by providing comprehensive medical services to substance abuse and primary care patients. Maintains necessary medical records to insure compliance with all federal, state, contractual and BAART policies Brief description of job duties:				
Licensed as a Physician Assistant or Nurse Practitioner in good standing with the State. Must be able to provide Minimum qualifications: comprehensive, quality care. One year of primary care and or substance abuse treatment experience.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$114,909.50	0.49059	12	1	\$56,373
Staff Position 6: Counselor				
Assists patients by providing counseling and case management services to patients receiving opiate replacement therapy. Keeps accurate records to insure compliance with local, state, and federal regulations, as well as accreditation standards. Acts as patients' liaison with entire program. Brief description of job duties:				

A certificate in alcohol and/or drug studies from an approved counselor certifying organization is required. Certification must be completed in no more than five years from date of hire to maintain employment. An AA or BA degree in Behavioral Sciences, Counseling, Clinical Psychology or related is required at hire when an applicant has not yet earned a certificate. A minimum of two years of counseling experience in a related setting, the ability to develop comprehensive treatment plans and chart accurately and excellent oral and written communication skills are also required.

Minimum qualifications:

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$40,952.00	1.00	12	1	\$40,952

**Staff Position 7: Dispensing Nurse-Supervisor**

**Brief description of job duties:** Supervises the dispensary and the dispensing nurses. Dispenses/supervises all prescribed medications and maintains patient dosing records. Records and audits the dispensing of methadone stocks to insure compliance with the Federal, State, and local regulations, as well as BAART/BBHS policies.

**Minimum qualifications:** Must be a Licensed Vocational Nurse, a Licensed Psychiatric Technician or a Registered Nurse in good standing with the State of California. Previous dispensing experience or substance abuse treatment experience required. Supervisory experience strongly preferred.

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$52,677.00	0.01226	12	1	\$646

**Staff Position 8: Dispensing Nurse**

**Brief description of job duties:** Dispenses all prescribed medications, including Methadone, and maintain patient dosing records, under close supervision. Records and audits the dispensing of methadone and current stock to insure compliance with the Federal, State, and local regulations.

**Minimum qualifications:** Must be a Licensed Vocational Nurse, a Licensed Psychiatric Technician or a Registered Nurse in good standing with the State of California. Previous dispensing experience, substance abuse treatment experience, computer proficiency and CPR training preferred.

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$55,430.50	0.03805	12	1	\$2,109

**Staff Position 8: Medical Assistant**

**Brief description of job duties:** Facilitates the work of the Medical Director and Nurse Practitioner by performing medical and clerical duties. Assists in checking-in and scheduling appointments.

**Minimum qualifications:** Medical Assisting Certification either as a graduate of a 9-month program or comparable documented experience with 3 months on the job training through internship. Phlebotomy experience, CPR and First Aid training.

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$29,590.60	0.01227	12	1	\$363

**Staff Position 8: Childcare Worker/Receptionist**

**Brief description of job duties:**

**Minimum qualifications:**

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$36,656.00	1.00000	12	1	\$36,656

**Staff Position 4: Security Guard**

Responsible for the maintenance of security of the clinic facility. Assists front office staff as needed.				
Brief description of job duties:				
Security Officer permit issued by the state of California. 2 years of experience in a security position, preferably in a Minimum qualifications: healthcare setting. Training from a law enforcement school or other security training facility.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$29,378.75	0.04694	12	1	\$1,379

Total FTE: 2.64 Total Salaries: \$142,815

**1b) EMPLOYEE FRINGE BENEFITS:**

(Components provided below are samples only. The budgeted components should match the contractor's ledger accounts.)

Component	Cost
Social Security	\$10,925
Medical/Dental	\$29,014
Unemployment Insurance	\$1,260
Disability Insurance	\$640
Other (specify):	

Total Fringe Benefit: \$ 42,038.96

Fringe Benefit %: 29.4%

**TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: \$ 184,854.00**

**2) OPERATING EXPENSES:**

**Occupancy:**

770

Expense Item	Brief Description	Rate	Cost
Rent	Allocated share of rental at 433 Turk Street	\$328.17 per month	\$ 3,938
Utilities	Telephone & Internet	\$26.95 per month	\$ 323
Utilities	Electricity, Water & Garbage, janitorial	\$97.67 per month	\$ 1,172
Building Repair & Maintenance	Painting, windows & bathroom repairs & other repairs necessary for the upkeep of the facility	\$32.00 per month	\$ 384.00
Total Occupancy:			\$ 5,817.00

**Materials & Supplies:**

Expense Item	Brief Description	Rate	Cost
Office Supplies	Pens, paper, paper clips, staples, print cartridge	\$42.00 per month	\$ 504
Program Supplies & Services	Methadone, buprenorphine, Naloxone, Disulfiram, other medical supplies, laboratory	\$193.75 per month	\$ 2,325
Computer Hardware/software	maintenance of hardware and regular software updates	\$1037.83 per month	\$ 159
Total Materials & Supplies:			\$ 2,988.00

**General Operating:**

Expense Item	Brief Description	Rate	Cost
Training/Staff Development	Subscription		\$ 12
Insurance	General liability, Directors insurance	annually	\$ 456
Licenses & Permits	Professional & business license & permits	annually	\$ 895
Total General Operating:			\$ 1,362.00

**Staff Travel:**

Purpose of Travel	Location	Expense Item	Rate	Cost
Out-of-Town Travel				\$ 279.00





Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Addiction Research & Treatment-Market Street  
 Program Code: 38104

Appendix #: B-3

Page #: 2

Based on FY: 18-19

Funding Notification Date: 07/24/17

Term (mm/dd-mm/dd): Position Title	TOTAL		Federal Drug Medical, State PSR DMC & County General Fund		Accounting Code 2 (Index Code or Detail)		Accounting Code 3 (Index Code or Detail)		Accounting Code 4 (Index Code or Detail)		Accounting Code 5 (Index Code or Detail)		Accounting Code 6 (Index Code or Detail)	
	07/01-6/30		07/01-6/30											
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Assistant TCD	0.98	\$ 48,037	0.98	\$ 49,036.76										
Clinic Director	0.98	\$ 76,711	0.98	\$ 76,710.67										
Counselor	0.98	\$ 42,950	0.98	\$ 42,950.00										
Counselor	0.98	\$ 39,790	0.98	\$ 39,790.00										
Counselor	1.00	\$ 43,476	1.00	\$ 43,476.14										
Counselor	1.00	\$ 41,802	1.00	\$ 41,801.82										
Counselor	1.00	\$ 42,364	1.00	\$ 42,363.62										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.08										
Counselor	1.00	\$ 52,914	1.00	\$ 52,913.82										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	1.00	\$ 43,365	1.00	\$ 43,365.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.00										
Counselor	0.50	\$ 22,066	0.50	\$ 22,066.00										
Counselor	1.00	\$ 44,133	1.00	\$ 44,133.08										
Counselor-Supervisor	0.98	\$ 62,586	0.98	\$ 62,586.00										
Dispensing Nurse	0.12	\$ 5,680	0.12	\$ 5,680.00										
Dispensing Nurse	0.05	\$ 2,232	0.05	\$ 2,232.09										
Dispensing Nurse	0.39	\$ 16,523	0.39	\$ 16,523.00										
Dispensing Nurse	0.88	\$ 82,424	0.88	\$ 82,424.00										
Dispensing Nurse	0.25	\$ 14,017	0.25	\$ 14,017.00										
Dispensing Nurse	0.98	\$ 37,790	0.98	\$ 37,790.00										
Lead Counselor	0.98	\$ 50,334	0.98	\$ 50,334.00										
Lead Counselor	0.98	\$ 41,594	0.98	\$ 41,594.16										
Medical Assistant	0.98	\$ 40,267	0.98	\$ 40,267.18										
Medical Director	0.54	\$ 124,987	0.54	\$ 124,987.00										
Nurse Practitioner	0.39	\$ 36,051	0.39	\$ 36,051.00										
Nurse Practitioner	0.12	\$ 11,238	0.12	\$ 11,238.00										
Nurse Supervisor	0.98	\$ 78,319	0.98	\$ 78,319.05										
Physician	0.05	\$ 7,577	0.05	\$ 7,577.00										
Physician Assistant	0.98	\$ 103,950	0.98	\$ 103,950.18										
Receptionist	0.25	\$ 6,973	0.25	\$ 6,973.24										
Receptionist	0.98	\$ 27,553	0.98	\$ 27,553.00										
Receptionist	0.02	\$ 775	0.02	\$ 775.00										
Receptionist	0.05	\$ 1,401	0.05	\$ 1,401.00										
Receptionist	0.98	\$ 28,028	0.98	\$ 28,028.03										
Security Guard	0.98	\$ 33,397	0.98	\$ 33,397.00										
Security Guard	0.98	\$ 28,023	0.98	\$ 28,023.00										
Security Guard	0.25	\$ 6,809	0.25	\$ 6,809.00										
Totals:	38.64	\$ 1,951,280	38.64	\$ 1,951,259.92	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -

Employee Fringe Benefits:	26.29%	\$ 512,941	26.29%	\$ 512,941.29	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 2,464,201.00</b>		<b>\$ 2,464,201.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>

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

Program Name: Addiction Research & Treatment-Market Street  
 Program Code: 38104

Appendix #: B-3  
 Page #: 3

Based on FY 18-19

Funding Notification Date: 07/24/17

Expense Categories & Line Items	TOTAL	Federal Drug Medi-Cal, State PSR DMC & County General	Accounting Code 2 (Index Code or Detail)	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	Accounting Code 5 (Index Code or Detail)	Accounting Code 6 (Index Code or Detail)
Term (mm/dd-mm/dd):		07/01-6/30					
Rent	\$ 347,156	\$ 347,156					
Utilities(telephone, electricity, water, gas)	\$ 142,398	\$ 142,398					
Building Repair/Maintenance	\$ 22,121	\$ 22,121					
<b>Occupancy Total:</b>	<b>\$ 511,675</b>	<b>\$ 511,675</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 32,151	\$ 32,151					
Photocopying	\$ -						
Program Supplies	\$ 211,325	\$ 211,325					
Computer Hardware/Software	\$ 9,465	\$ 9,465					
<b>Materials &amp; Supplies Total:</b>	<b>\$ 252,941</b>	<b>\$ 252,941</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 771	\$ 771					
Insurance	\$ 35,962	\$ 35,962					
Professional License	\$ 72,435	\$ 72,435					
Permits	\$ -						
Equipment Lease & Maintenance	\$ 8,866	\$ 8,866					
<b>General Operating Total:</b>	<b>\$ 118,034</b>	<b>\$ 118,034</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ -						
Out-of-Town Travel	\$ 16,675	\$ 16,675					
Field Expenses	\$ -						
<b>Staff Travel Total:</b>	<b>\$ 16,675</b>	<b>\$ 16,675</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
(add more Consultant/Subcontractor lines as necessary)	\$ -						
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Other (provide detail):	\$ -						
Retention & Recruitment, Postage, Dues & Sub	\$ 24,897	\$ 24,897					
Client Relations	\$ 2,881	\$ 2,881					
<b>Other Total:</b>	<b>\$ 27,778</b>	<b>\$ 27,778</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 927,103</b>	<b>\$ 927,103</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Appendix B - DPH 7: BHS BUDGET JUSTIFICATION**

**Contractor Name:** Addiction Research & Treatment  
**Program Name:** Addiction Research & Treatment-Market Street

**Appendix #:** B-1  
**Based on FY:** 18-19

**1a) SALARIES**

Staff Position 1: Treatment Center Director (TCD)				
Responsible for the operation and performance of the clinic by managing and planning how services are delivered at various programs at the clinic. Participate in strategic planning including securing additional sources of funding, ensuring compliance federal and state requirements and regulations. Supervises clinic staff to ensure that patients receive prompt and quality care. <b>Brief description of job duties:</b>				
Bachelor's degree, understanding of outpatient clinic operation, understanding of HIPAA, STATE, CAREF/JCAHO standards & regulations, prior experience in outpatient setting <b>Minimum qualifications:</b>				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$78,276.19	0.98	12	1	\$78,711

Staff Position 2: Operations Director				
Assists the Treatment Center Director in the operational oversight of the clinic <b>Brief description of job duties:</b>				
BA/BS in Behavioral Sciences or equivalent. At least 2 years of substance abuse counseling experience. Working knowledge of charting and other compliance procedures related to narcotic replacement therapy. <b>Minimum qualifications:</b>				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$50,037.51	0.98	12	1	\$49,037

Staff Position 3: Medical Director				
Assumes responsibility for the Clinic and supervises all the medical services rendered to patients. Over-all oversight in dispensing daily narcotic replacement therapy and other medication by medical staff. Train all staff in Universal Precautions and emergency medical protocol. <b>Brief description of job duties:</b>				
Licensed and in good standing to practice medicine as a physician in California. Current and valid DEA registration and may no, at anytime, have had an application for registration with the DEA denied. One year of primary care and <b>Minimum qualifications:</b> substance abuse treatment experience				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$224,684.75	0.59	12	1	\$132,564

Staff Position 4: Nurse Practitioner				
Assists the Medical Director by providing comprehensive medical services to substance abuse and primary care patients. Maintains necessary medical records to insure compliance with all federal, state, contractual and BAART policies <b>Brief description of job duties:</b>				
Licensed as a Physician Assistant or Nurse Practitioner in good standing with the State. Must be able to provide comprehensive, quality care. One year of primary care and or substance abuse treatment experience. <b>Minimum qualifications:</b>				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$92,723.53	0.51	12	1	\$47,289

Staff Position 5: Physician Assistant				
Assists the Medical Director by providing comprehensive medical services to substance abuse and primary care patients. Maintains necessary medical records to insure compliance with all federal, state, contractual and BAART policies <b>Brief description of job duties:</b>				
Licensed as a Physician Assistant or Nurse Practitioner in good standing with the State. Must be able to provide comprehensive, quality care. One year of primary care and or substance abuse treatment experience. <b>Minimum qualifications:</b>				



Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$106,071.43	0.98	12	1	\$103,950

**Staff Position 5: Counselor-Supervisor**

Brief description of job duties: Facilitates the work of the TCD by assisting with day to day operations of the clinic as they pertain to counseling duties. Acts as a Supervisor for staff in the absence of the TCD. Supervises counselors. Performs administrative responsibilities in collaboration with TCD. May carry a limited caseload of patients.

Brief description of job duties:

A certificate in alcohol and/or drug studies from an approved counselor certifying organization or proof of enrollment within six months of hire is required. Certification must be completed in no more than five years from date of hire to maintain employment. A BA/BS in Behavioral Sciences or the equivalent in experience is also required. A minimum of two years of counseling experience in a related setting, working knowledge of charting and other compliance procedures related to methadone administration and treatment, the ability to develop comprehensive treatment plans and chart accurately and excellent oral and written communication skills are required. A graduate level degree is

Minimum qualifications:

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$63,863.27	0.98	12	1	\$62,586

**Staff Position 6: Counselors**

Brief description of job duties: Assists patients by providing counseling and case management services to patients receiving opiate replacement therapy. Keeps accurate records to insure compliance with local, state, and federal regulations, as well as accreditation standards. Acts as patients' liaison with entire program.

Brief description of job duties:

A certificate in alcohol and/or drug studies from an approved counselor certifying organization is required. Certification must be completed in no more than five years from date of hire to maintain employment. An AA or BA degree in Behavioral Sciences, Counseling, Clinical Psychology or related is required at hire when an applicant has not yet earned a certificate. A minimum of two years of counseling experience in a related setting, the ability to develop comprehensive treatment plans and chart accurately and excellent oral and written communication skills are also required.

Minimum qualifications:

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$44,566.38	24.42	12	1	\$1,088,311

**Staff Position 7: Dispensing Nurse-Supervisor**

Brief description of job duties:

Supervises the dispensary and the dispensing nurses. Dispenses/supervises all prescribed medications and maintains patient dosing records. Records and audits the dispensing of methadone stocks to insure compliance with the Federal, State, and local regulations, as well as BAART/BBHS policies.

Minimum qualifications:

Must be a Licensed Vocational Nurse, a Licensed Psychiatric Technician or a Registered Nurse in good standing with the State of California. Previous dispensing experience or substance abuse treatment experience required. Supervisory experience strongly preferred.

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$79,917.40	0.98	12	1	\$78,319

**Staff Position 8: Dispensing Nurse**

Brief description of job duties:

Dispenses all prescribed medications, including Methadone, and maintain patient dosing records, under close supervision. Records and audits the dispensing of methadone and current stock to insure compliance with the Federal, State, and local regulations.

Minimum qualifications:

Must be a Licensed Vocational Nurse, a Licensed Psychiatric Technician or a Registered Nurse in good standing with the State of California. Previous dispensing experience, substance abuse treatment experience, computer proficiency and CPR training preferred.

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$60,424.00	2.75	12	1	\$138,666



Expense Item	Brief Description	Rate	Cost
Office Supplies	Pens, paper, paper clips, staples, print cartridge	\$2679.25 per month	\$ 32,161
Program Supplies & Services	Methodone, buprenorphine, Naloxone, Disulfiram, other medical supplies, laboratory	\$17610.41 per month	\$ 211,325
Computer Hardware/software	maintenance of hardware and regular software updates	\$788.76 per month	\$ 9,465
<b>Total Materials &amp; Supplies:</b>			<b>\$ 252,941</b>

**General Operating:**

Expense Item	Brief Description	Rate	Cost
Training/Staff Development			\$ 771
Insurance	General liability, Directors insurance	annually	\$ 35,962
Licenses & Permits	Professionals & business license & permits	annually	\$ 72,435
Equipment Lease & Maintenance	copier, telephone system, software support	\$738.82 per month	\$ 8,866
<b>Total General Operating:</b>			<b>\$ 118,034</b>

**Staff Travel:**

Purpose of Travel	Location	Expense Item	Rate	Cost
Out-of-Town Travel				\$ 16,675.00
<b>Total Staff Travel:</b>				<b>\$ 16,675.00</b>

**Consultants/Subcontractors:**

Consultant/Subcontractor Name	Service Description	Rate	Cost



**Appendix C**  
**Reserved**

**Appendix D**  
**Reserved**



## 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.





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**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.

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



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**3. Termination.**

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

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

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

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

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

**4. Amendment to Comply with Law.**

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



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when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

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

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

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

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

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

Contractor Name:	<b>Addiction, Research &amp; Treatment, Incorporated dba BAART</b>	Contractor City Vendor ID	<b>1000009821</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 SFPDH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFPDH.

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

**I. All Contractors.**

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

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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Contractor Name:	<b>Addiction, Research &amp; Treatment, Incorporated dba BAART</b>	Contractor City Vendor ID	<b>1000009821</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 SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

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

**I. All Contractors.**

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

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

ATTESTED by Data Security Officer or designated person	Name: (print)	Signature	Date
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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.

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



City and County of San Francisco  
Mark Farrell, Mayor

# San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

May 21, 2018

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an original agreement with Addiction, Research and Treatment, Inc. (ART) doing business as Bay Area Addiction and Treatment, Inc. (BAART), in the amount of \$35,952,000.

This contract amendment requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- o Resolution for the original agreement;
- o Copy of proposed original agreement;
- o Forms SFEC-126 for the Board of Supervisors

For questions on this matter, please contact me at (415) 255-3508, [Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org).

Thank you for your time and consideration.

Sincerely,

Jacquie Hale  
Manager  
Office of Contracts Management and Compliance  
DPH Business Office

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 21 AM 11:08  
BY [Signature]

**The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.**

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

[Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org) – office 415-255-3508 – fax 415 252-3088

1380 Howard Street, Room 421B, San Francisco, CA 94103

**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors

<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: Addiction, Research and Treatment D.B.A. BAART	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
(1) Jason Kletter, Michelle Kletter, David White, Frank Baumann	
(2) a. chief executive officer, Jason Kletter, b. chief financial officer, Daniel Gutschenritter and c. chief operating officer, Frank Baumann	
(3) BAART Programs, Inc.: 100% Owner of Addiction Research and Treatment, Inc. (same indirect ownership in BBHS) BayMark Health Services, Inc.: 100% Owner of BAART Programs, Inc. (same indirect ownership in BBHS) Webster Capital III, L.P.: 57.14% owner of BayMark Health Services, Inc. (same indirect ownership in BBHS)	
(4) None	
(5) None	
Contractor address: 1111 Market Street, 4th Floor, San Francisco, California 94103	
Date that contract was approved:	Amount of contract: \$35,952,000
Describe the nature of the contract that was approved: Opioid dependent substance abuse treatment and education services to adult men and women, including pregnant women.	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves San Francisco Board of Supervisors  
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

<b>Filer Information</b> <i>(Please print clearly.)</i>	
Name of filer: Clerk of the San Francisco Board of Supervisors	Contact telephone number: ( 415 ) 554-5184
Address: City Hall, Room 244. 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Bos.legislation@sfgov.org

\_\_\_\_\_  
Signature of City Elective Officer (if submitted by City elective officer)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

\_\_\_\_\_  
Date Signed