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

First Amendment

THIS **FIRST** AMENDMENT ("Amendment") is made as of **May 01, 2026**, in San Francisco, California, by and between **Westside Community Mental Health Center** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, Contractor Department is authorized under San Francisco Administrative Code Section 21A.4 to purchase Services from Service Providers directly, without the approval of the Purchaser, without adhering to the requirements of Chapter 14B of the Administrative Code, or any other applicable competitive procurement requirement; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because the bed ordinance allows to waive 14B and, as such, there is no Local Business Enterprise ("LBE") subcontracting participation requirement for this Agreement; and

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WHEREAS, this Amendment is consistent with an approval obtained on January 26, 2026 from the Civil Service Commission under PSC number DHRPSC0004810 which authorizes the award of multiple agreements, the total value of which cannot exceed $647,880,000 and the individual duration of which cannot exceed 12 years; and

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

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Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated June 02, 2025 between Contractor and City.

1.2 Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

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

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

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

> 2.1 **Term.** The term of this Agreement shall commence on June 02, 2025 and expire on June 30, 2026, unless earlier terminated as otherwise provided herein.

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

> 2.2 **Term.** The term of this Agreement shall commence on June 02, 2025 and expire on June 30, 2028, unless earlier terminated as otherwise provided herein.

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

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **Seven Million Seven Hundred Seventy Four Thousand Nine Hundred Thirty Four Dollars ($7,774,934)**, the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

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

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **Twenty One Million Four Hundred Sixty Six Thousand One Hundred Sixty Eight Dollars ($21,466,168),** the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

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

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

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

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

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

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

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

Article 1 Definitions

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

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

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

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

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

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

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

1.8 **"CMD"** means the Contract Monitoring Division of the City.

1.9 **"Confidential Information** "means confidential City information including, but not limited to, personal identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information. Confidential Information includes, without limitation, City Data..

1.10 **"Contractor"** means **Westside Community Mental Health Center, 1153 Oak Street, San Francisco, CA, 94117 .**

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

1.12 **"Deliverables"** means Contractor's or its subcontractors' work product, including any partially completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

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

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

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

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

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

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

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

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

3.3.4 Invoicing. Contractor shall invoice the City for the Services provided under this Agreement on a timely basis, and in no event later than 30 days after delivery of the Services as specified in Appendix B, Calculation of Charges, except for the last invoice of the fiscal year which must be submitted within [15] days before the end of July. Invoices submitted by Contractor must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

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

3.3.6 Reserved

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

3.7 Reserved

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

4.6 Reserved

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

6.1 Liability of City. *CITY'S T*OTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CALCULATION OF CHARGES AND CONTRACT NOT TO EXCEED AMOUNT" OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

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

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/%20.

10.2 Governmental-Conduct Related Contractual Obligations.

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

10.2.2 **Prohibition on Use of Public Funds for Political Activity**. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G,

which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.2.3 **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.3 Employment-Related Contractual Obligations.

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

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

10.3.3 **Health Care Accountability Ordinance.** San Francisco Labor and Employment Code Article 121 applies to this Agreement. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

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

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

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

10.3.8 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in Article 131.2.

10.4 Environmental-Related Contractual Obligations.

10.4.1 **Packaged Water Prohibition**. The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

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

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

10.4.4 **Sugar-Sweetened Beverage Prohibition**. The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.5 Slavery Era Disclosure. (Reserved)

10.6 Nonprofit Contractor Obligations.

10.6.1 **Good Standing.** If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.6.2 **Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least $1,000,000 in City or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

3.8 **Section 11.2 Compliance with Laws Requiring Access for People with Disabilities.**
The following section is hereby replaced in its entirety to read as follows:

11.2 Compliance with Laws Requiring Access for People with Disabilities.

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall

provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

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

11.2.3 **Web and Mobile Content Accessibility**. Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice's Title II Rule on the accessibility of web content and mobile applications Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and the applicable Revised Section 508 Standards published by the U.S. Access Board (https://www.access-board.gov/ict/), as amended from time to time]. Contractor shall ensure that all ICT provided under this Agreement fully conforms to the Department of Justice's Title II rules and, ***if applicable***, the applicable Revised 508 Standard, prior to delivery and before the City's final acceptance of the Services and/or Deliverables.

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

11.6.3 Reserved

3.10 **Section 11.14 Notification of Legal Requests.** *The following section is hereby added and incorporated in Article 11 of the Agreement:*

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

3.11 **Section 11.15 No Third-Party Beneficiaries.** *The following section is hereby added and incorporated in Article 11 of the Agreement:*

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

3.12 **Article 12 Department Specific Terms.** *Article 12 is hereby replaced in its entirety to read as follows:*

Article 12 Department Specific Terms

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

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

12.3 Certification Regarding Lobbying.

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

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

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

12.3.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.

Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

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

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

12.7 Contract Amendments; Budgeting Revisions.

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

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

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

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **City Data; Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

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

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

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

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or

disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City's prior written consent, which may be withheld or withdrawn at City's sole discretion Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

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

13.4.3 Disposition of City Data. Except as otherwise provided for in this Agreement, upon City's request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall within ten (10) business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including subcontractors' environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within five (5) business days of the disposal. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any

"Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

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

Article 4 Effective Date

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

Article 5 Legal Effect

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

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

CITY
Recommended by:

_____
Daniel Tsai
Director of Health
San Francisco Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: _____
Deputy City Attorney

Approved:

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

By: _____

CONTRACTOR
Westside Community Mental Health Center

_____
Mary Ann Jones
Chief Executive Officer
1153 Oak Street
San Francisco, CA 94117

City Supplier number: 0000008254

1. **Identifiers:**
   Program Name: Westside Stabilization Center - Eleanora Fagan Center
   Address: 1018 Mission Street, SF, CA 94103
   Telephone/FAX : 415-431-9000
   Website Address https://www.westside-health.org/

   Contractor Address, City, State, ZIP **(if different from above)**:
   1153 Oak Street
   San Francisco, CA 94117

   Executive Director/Program Director: Dr. Mary Ann Jones, Ph, D (Chief Executive Officer); Cedric Akbar (Director of Forensic Services)
   Email Address: cakbar@westside-health.org
   Phone Number: 415-431-9000

   Program Code(s) **(if applicable)**:

2. **Nature of Document:**

   ☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

3. **Goal Statement:**

   The goal of the Eleanora Fagan Center is to provide short-term respite beds plus health stabilization support for people experiencing homelessness. The program aims to be a first step on a journey to exit homelessness and into health and recovery. The Eleanora Fagan Center (EFC) is a partnership between Westside Community Services, SF DPH Behavioral Health Services, and SF Homelessness and Support Housing.

4. **Target/Priority Population:**
   a. The Eleanora Fagan Center welcomes and serves all ethnicities and populations In San Francisco with focused expertise on a recovery-focused environment that supports adults experiencing homelessness with behavioral health challenges. The program will work with individuals who are interested in starting recovery and have health conditions impairing their ability to access shelter or residential treatment services or put them at risk of hospitalization. Clients will be supported in addressing immediate health needs and planning for next steps in recovery. All respite bed clients are treated with dignity, respect, and are provided with a clean, healthy, and safe stay.

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

See Units of Service and Unduplicated Client Counts in Appendix B DPH 8 UOS&UDC allocation tab.

6. Methodology:

The Grantee will manage and deliver short-term stabilization services in a non-congregate respite shelter located at 1018 Mission Street, SF, CA 94103, for adults experiencing homelessness in San Francisco with primary and/or behavioral health challenges. The Program capacity will be 76 participants. Stabilization services will be delivered through Respite Living Space Operations and partner with Medical and Behavioral Health Field Services. For the purposes of this agreement, the Grantee will deliver Respite Living Space Operations at the Eleanora Fagan Center through the through the following key interventions:

- Non-congregate respite beds that people can walk-in off the street with staff experienced working with individuals with history of trauma, substance use, and/or mental illness.
- Rapidly connecting people to medical primary health care
- Partnership with the field-based clinic of Westside Clinic to support evaluation, assessment, and treatment of both mental illness and substance use disorders and medication management support.
- Group activities and supports that allow people to share experiences, support wellness and begin recovery journey.
- Preparing for the next step in exiting homelessness from the day of entry. Once an individual's immediate needs are stabilized, they will be actively navigated to the next step on the which could include residential behavioral health treatment, congregate shelters, permanent supportive housing, reuniting with loved ones, or journey home.

A. Outreach, Referrals and Waitlist Management

The Grantee will work with the Department of Public Health, the Department of Homelessness and Supportive Housing to be available for walk-in services and to receive referrals from DPH street health and outreach teams, discharges from the hospital or Psych Emergency Services, community paramedics, or San Francisco Police and Fire Departments. The Grantee will establish working relationships to promote and educate relevant providers on the services available at the Elenora Fagan Center.

With approval from the Department of Public Health, The Grantee may establish priority referral groups based on the dynamic needs of the target population.

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

i. Eligibility:

1. Individuals experiencing homelessness who reside in San Francisco County; and
2. Individuals who have the ability to live in a drug free therapeutic shelter; and
3. Individuals who agree and are able to follow program rules.

ii. Intake and Assessment
    1. Intake will occur through the partnering program at the Billie Holiday Place and will be available 24 hours per day 7 days per week.
    2. Clients will move from Billie Holiday Place to the Eleanora Fagan Center when they are well enough to participate in group and shelter activities.
    3. Upon intake, each participant shall complete all required documentation (Identification, Release of Information, Participant Agreement, Grievance Policy etc).
    4. Upon intake, each participant will be assessed for immediate needs to inform the development of their Individualized SMART Goal plan.

       Additional intake and assessment materials may be required to receive medical and behavioral health field services.

Exclusion criteria: 1) Active behavioral health crisis, 2) Urgent medical need, 3) Unstable vital signs, or 4) Risk of severe or complicated withdrawal. Clients meeting exclusion criteria will be connected to a higher level of care including contacting EMS services for urgent emergency department transport, transporting clients to Crisis Stabilization Unit or DORE Urgent Care, or transporting clients to withdrawal management.

The site will abide by HSH standards for city shelters and comply with the city grievance process for shelters when necessary.

C. Respite Living Space Operations

i. Site Control: Grantee shall manage and deliver respite living space and stabilization center services at facility for which they have site control, meaning a site they own or lease, provided that the site conforms to City requirements. On site services will include:
    1. 24/7 program monitoring by appropriate staff. Front desk staff will monitor the entrance and exit from the building, answer phones, and provide facility navigation for clients.
    2. Program staff will provide materials and assistance for immediate health and hygiene needs, such as bedding, laundry services or hygiene products. Provide storage for client belongings and support clients accessing additional storage when needed.
    3. Assist clients in the admission process including orientation to the facility, overview of program rules and expectations, and support connecting to appropriate clinical personnel
ii. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes. In accordance with the

Good Neighbor Policy and Procedures that requires Contractors to maintain the street conditions outside of health facilities to support the wellbeing and safety of neighbors, staff and program participants.

iii. Ensure accessible, on-site first-aid supplies including: first aid kits, CPR masks, and disposable gloves are available to staff at all times and make Automatic External Defibrillators (AED) available to staff in compliance with all regulatory requirements of state and local law relating to the use and maintenance of AED
iv. Accommodations: Grantee shall provide at minimum, clean blanket, clean sheets, pillowcase, bed, clean towels.
v. Entry and Exit: Grantee shall monitor participant entry and exit and keep participant records.
vi. Front Desk Coverage: Provide front desk coverage 24 hours per day, seven days per week including holidays.
vii. Meals: The Grantee will provide 2 full meals per day in addition the snacks and light bagged meals.
    1. Ability to accommodate specialized diets including vegetarian, vegan, allergies, and accordance with federal protections for religious meal needs
    2. Access to clean drinking water
viii. Safety Monitoring: Program monitors will be present 24 hours per day. They will conduct hourly wellness checks per day and provide de-escalation services when needed.
    1. There will be more than one staff onsite at the program at all times with clear protocols established for escalation of safety or health concerns
    2. Program monitors will conduct wellness and safety checks at a minimum of 7 times per day.
    3. Physical contact with clients shall be avoided unless safety services employee deems it necessary to prevent immediate violence. In such case, the minimum physical intervention necessary shall be employed. Safety Monitoring Services are not a replacement of law enforcement. Any suspicious or criminal activities should be reported to the law enforcement or other first responders.
    4. In support of the City's "Good Neighbor Policy" Safety services shall monitor the sidewalk in front of the facility for activities that may pose a risk to staff and clients entering and exiting the facility. Outside of the facility, safety services shall report suspicious or criminal activities to law enforcement or other appropriate first responders as it deems appropriate in its sole discretion.

D. Case Management/Care Coordination

Grantee shall provide on-site transitional case management, including regular meetings to support exit planning and coordination with offsite recovery services, healthcare, and social services. Grantee shall document participant interactions, engagement, and status.

Grantee's case management team shall engage each participant to ensure they are meeting program requirements and have the support necessary to be successful. Additionally, the program will connect participants with appropriate services to support treatment, housing, and overall well-

being. Grantee shall ensure comprehensive planning for long-term recovery, housing stability, and relapse prevention.

Grantee shall develop an exit plan based on participant strengths, skills, and needs, setting goals in housing, employment, and education.

i. Onsite Care and Community Connections
Grantee shall provide services that establish a recovery-oriented environment including community meetings and life skills training. Grantee shall work in tandem with the field-based Behavioral Health Field Services Team to support implementation of the clinical plan.

Case management support will include connecting individuals to services including to ID Card, and signing up for health insurance or other benefits. All clients at the center will complete an adult coordinated entry assessment if not done prior to entry.

Additionally, the grantee shall develop linkages to community treatment that enhances and complements on-site stabilization services. When needed the grantee will coordinate and provide transport to health appointments or other essential social services through escorts, ride share, taxi vouchers, or public transportation passes.

The Eleanora Fagan Center will collaborate with SFDPH to work toward billing appropriate modalities as determined by DPH and will complete required tracking and documentation when necessary. On a quarterly basis, the Department will review service utilization alignment against the budget for this program

E. Discharge Planning

Grantee shall provide discharge planning and begin preparing for participants next step placement upon program enrollment. Discharge planning shall be created based on the participant's medical and behavioral health needs and preferences. As soon as clients are stabilized and have an appropriate discharge plan they will be supported on their next step in exiting homelessness and progressing their health and recovery. Potential exit options include: SUD Treatment at any DPH funded site, dual diagnosis or mental health residential treatment, Therapeutic Community, Transitional Housing, Permanent Supportive Housing, Shelter, Journey Home, or reconnection with family/community. The length of stay will ideally be 30-60 days. Clients needing to stay longer than 60 days will be discussed with the DPH program manager.

Clients may choose to exit the program at any time. If a client chooses to leave prior to stabilization, the Eleanor Fagan Center staff will work to support the safest discharge option and plan. Clients who are not able to follow program rules will also be supported in safe discharge planning which may include linkage to sobering centers, outpatient medical or behavioral health treatment,

F. Program staffing
Grantee shall ensure 24/7 staffing for the Stabilization Center, equipped for emergencies, de-escalation, and crisis response. Grantee shall support staff training in trauma-informed care, de-escalation, participant engagement, professionalism, ethics, health, relapse and overdose prevention, and mental health and substance use issues. See Appendix B for specific program staff

7. Objectives and Measurements:

NOTE that 6/02/25-6/30/25 is considered part of the start up period and the following objectives will not apply

A. Maintain 85% program occupancy at all times after the initial start-up period with the goal of reducing homelessness by 23,579 bed nights annually (85% occupancy x 76 beds x 365 days)

B. 60% participants will successfully complete the program. A successful completion is defined by a positive exit outcome that is a step into recovery and out of street homelessness (SUD Treatment at any DPH funded site, non-DPH SUD residential treatment setting, dual-diagnosis or mental health residential treatment, or Therapeutic Community, Transitional Housing, Permanent Supportive Housing, Shelter, Journey Home/reconnection with family/community)

C. 85% of clients will complete an adult coordinated entry assessment

D. Tracking and reporting on a quarterly basis: Number of admissions, number of unduplicated clients, demographics, length of stay, number of admissions by referral source, number of clients engaging in recovery supports, numbers of clients engaging in field-based clinical services, program completion rate, Discharge reasons, and discharge destination. The Grantee will share additional data and outcomes with DPH when available.

E. Conduct client and staff surveys for feedback on the program at a minimum of twice annually.

8. Continuous Quality Improvement:

A. Achievement of contract performance objectives and productivity will be documented and stored into Avatar and/or Tracking Log.

B. Cultural competency of staff and services: Westside Community Services will provide on-going cultural sensitivity training for all Transitional Recovery Residence staff. The training will be documented by sign-in sheets and training material.

9. Required Language

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

The grantee shall subcontract with The Salvation Army for a Client Coach and program implementation and reporting support.

1. Identifiers:

Program Name: Westside Stabilization Center - Field Based Clinical Services
Program Address, City, State, ZIP: 245 11th Street, San Francisco, CA 94103
Telephone/FAX: 415-431-9000
Website Address: https://www.westside-health.org/

Contractor Address, City, State, ZIP **(if different from above)**:
1153 Oak Street
San Francisco, CA 94117

Executive Director/Program Director: Dr. Mary Ann Jones, Ph, D (Chief Executive Officer); Cedric Akbar (Director of Forensic Services); and William Lebans, MFT, Westside Clinical Director
Telephone: 415-431-9000
Email Address: cakbar@westside-health.org

Program Code(s) **(if applicable)**:

2. Nature of Document:

☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

3. Goal Statement:

The goal of Westside Field-based services is to provide targeted, short-term interventions to individuals residing in respite beds at the Eleanora Fagan Center, with a primary focus on immediate stabilization; linkages to ongoing outpatient treatment programs; supportive housing resources; and community-based recovery support services.

4. Priority Population:

The priority population is San Francisco adult residents (18 or older) admitted to the Eleanora Fagan Stabilization Center who require behavioral health crisis support and urgent care services and includes individuals from diverse ethnic and cultural backgrounds, as well as those with co-occurring mental health and substance use disorders.

Modality(s)/Intervention(s):

This is a new program in partnership with SFDPH, HSH, Westside Crisis Clinic, and the Eleanora Fagan Center. Westside will provide behavioral health services for individuals experiencing mental illness and/or substance use disorders (SUD) that is trauma-informed, recovery-oriented, and integrated to address both immediate and long-term needs. The Field-based Team will have their main office at

Westside Community Clinic. Staff meetings, supervision, and administrative duties will be based at Westside Community Clinic. The field-based team will hold clinic hours at the Eleanora Fagan Center to provide the services listed below.

Direct Services

1. Assessment and Diagnosis

All clients who enter the Eleanora Fagan Center will meet with a physician or nurse practitioner for a behavioral health assessment. The assessment may include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; substance use history; relevant cultural issues and history; diagnosis; and the use of testing procedures. The assessment may include validated screening and assessment tools. The assessment will focus on symptoms or behaviors that are of concern to the client and/or will impact their ability to participate in recovery services. If a behavioral health diagnosis is made, the physician and nurse practitioner team will establish a plan for treatment for while they are residing at the Eleanora Fagan Center to be lead by the Westside team in addition to planning for behavioral health treatment after the short-term stay.

2. Medication Support & Wound Care Services

Medication Support Services encompass the safe, evidence-based use of medications to manage symptoms of mental illness and/or substance use disorders (SUDs). These services are provided under clinical supervision and include comprehensive monitoring, education, and holistic health integration. Services include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, obtaining informed consent, medication education, and plan development. Behavioral and lifestyle recommendations such as linkage to primary care, exercise, sleep hygiene, and meditation are included as indicated to alleviate symptoms as well as to increase the client's overall health and well-being.

Medication support services will include:

Medication Evaluation & Management

- Assessment of medication needs based on diagnosis and symptom severity.
- Ongoing monitoring of clinical effectiveness, side effects, and adherence.
- Adjustments to prescriptions as needed (e.g., dose changes, medication switches).

Informed Consent & Client Education

- Clear explanation of benefits, risks, and alternatives before initiating medication.
- Discussion of potential side effects and strategies to manage them.
- Culturally sensitive communication to ensure understanding and autonomy.

Medication Administration & Dispensing

- Coordination with pharmacies for prescription fulfillment.
- Secure storage and tracking to prevent misuse or diversion for controlled substances.
- Administering long-acting injectable medications when voluntary and appropriate

Integration with Behavioral & Lifestyle Interventions

- Linkages to primary care for comprehensive health management (e.g., metabolic monitoring for antipsychotics, renal functioning, neuroleptic malignant syndrome).
- Non-pharmacological recommendations, such as:
    - Exercise & nutrition plans to improve mood and physical health.
    - Sleep hygiene education to address insomnia or circadian disruptions.
    - Mindfulness/meditation for stress and anxiety reduction.

Substance Use Disorder (SUD) Medication Support

- **Medication-Assisted Treatment (MAT)** for opioid/alcohol use disorders (e.g., methadone, buprenorphine, naltrexone) including initiation, maintenance, and linking to ongoing treatment.
- Coordination with addiction specialists for withdrawal management and relapse prevention.
- Coordination with local Opioid Treatment Programs for individuals interested in Methadone treatment.

Collaborative & Person-Centered Care

- Regular interdisciplinary team meetings (case managers/therapists, peer support specialists, prescribers).
- Crisis planning for missed doses or acute symptom flare-ups.

Nursing Care

- Triaging client clinical concerns
- Conducting vital signs for patients and following the clinical protocol for response to abnormal vital signs
- Reviewing behavioral health and primary care clinical visit notes to support implementation of the treatment plan
- Providing Wound Care and training individual clients in self management of wounds
- Supporting clients in taking medications regularly
- Communicating with the Prescribing Clinicians about medication concerns

5. Methodology:

When people experiencing homelessness first leave the streets, they are typically exhausted and traumatized, they may have serious unmet primary health care needs, and they may also require support for substance use disorders and mental illness. The Westside Field-Based Services Team will serve as the primary behavioral health support in someone's first step of someone's journey out of homelessness and provide immediate, short-term support services addressing the ad behavioral health needs of its participants. . The Westside Field-Based Services Team will provide clinic hours at the Eleanora Fagan Center to manage and deliver clinical services through the components listed below.

Clinic hours will be held:
Monday-Friday: 8:00 am – 5:00 pm
Saturday and Sunday 8:00 am – 12 noon

Direct Client Services:

The Westside Field-Based Services Team plays a vital role within the BHS (Behavioral Health Services) safety net, delivering timely crisis and urgent care interventions to San Francisco residents. A key focus of their work is to prevent unnecessary hospitalization by addressing acute behavioral health needs through services such as coordinated service delivery and urgent care medication prescriptions provided at the Eleanora Fagan Center. Recognizing the urgency of crisis situations, Westside prioritizes short-term solutions tailored to everyone's needs until they can access sustained treatment. Interventions are structured as 60-day case management periods, emphasizing symptom stabilization, transitional care coordination, and robust linkages to outpatient programs and community-based services. This approach ensures continuity of care while empowering clients to transition effectively to the next level of support.

A. **Outreach, recruitment, promotion, and advertisement**

The Westside Field-Based Services Team will work with the staff at the Eleanora Fagan Center collaboratively on referrals, recruitment, and promotion.

The team staff are available to consult by phone with other agencies and community providers to coordinate client care and arrange for same-day services depending on patient flow in the clinic on that day. The Field-Based staff work with SFGH, PES, and other BHS providers to coordinate crisis/urgent care and to promote client access to our services.

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

The Westside Field Based team will see clients at the Eleanora Fagan Center (EFC). All clients regardless of insurance, symptoms, or diagnosis will be assessed with the goal of determining behavioral health interventions necessary for stabilization prior to leaving EFC.

All clients residing at the EFC will have an assessment by the Westside field-based team to establish a stabilization plan for both medical and behavioral needs.

C. **Service delivery model**

When clients check in, staff determines the nature and acuity of the problem, the client's desired outcome, and whether they are new to the system, open in another system of care clinic, and/or have previously utilized crisis services.

All clients residing at the EFC will have an assessment by the Westside Field-Based team to establish a stabilization plan for both medical and behavioral needs. The team will adapt the Westside Crisis Clinic model to individuals who are residing in EFC respite beds. Stays are short-term (30-60 days).

Westside Field-Based Services Team utilizes a medical model of service delivery. Clients are first seen by an LPT, LVN, or other mental health clinician/trainee who conducts a comprehensive intake assessment. At this time, the client's treatment needs are identified. The case is then presented to a staff psychiatrist, physician, or nurse practitioner for a medication evaluation. These services require 45 min to 1 hour of face-to-face time.

For clients in need of primary care or with active medical needs, they will be rapidly linked to their existing primary care home, Maria X Martinez, or to urgent care when appropriate. The Westside field-based team will support the client in obtaining necessary medications.

All clients will have an assessment of behavioral health needs by a nurse practitioner or physician including an evaluation of substance use disorder and/or mental illness and a plan that outlines medication, therapy, and/or case management needs. Treatment may include injectable medications and buprenorphine treatment for opioid use disorder. For individuals with opioid use disorder who desire methadone treatment, the field-based team will support linkage to an Opioid Treatment Program of the individual’s choosing. Clients who have been prescribed medications for either the first time or following a period of lapse are routinely open for 60 days of follow-up, during which medication efficacy is monitored, and plans are made to link the client to an outpatient clinic for ongoing care.

The Westside field-based nurses will support implementation of the stabilization plan including medication management, wound care support, and triaging of health needs or support with symptom management as they arise. Nurses will provide injectable medications and follow established protocols when part of the treatment plan and with the client’s consent.

Clients will continue to meet with the Westside field-based team while residing at the Eleanora Fagan Center with the goal of stabilizing immediate health needs. Once stable, the westside team will plan and link the individual to longer term services for ongoing care. An attempt is made to link all clients

who require ongoing medication services and/or who meet the medical necessity requirements as defined by BHS guidelines with appropriate Crisis services. Linkage referrals are made according to proximity to the client's residence as well as the client's choice.

Psychiatric emergencies requiring hospitalizations are handled directly by the LPT, LVN or mental health clinician if 5150 criteria are clearly met by the individual. If the situation is less well defined, an attempt is made by the LPT/LVN/mental health clinician and/or the psychiatrist/physician/nurse practitioner to explore feasible alternatives with the client prior to initiating a 5150 to PES. Medical emergencies are handled by calling 911. If a client is medically unstable because of substance withdrawal/intoxication, paramedics are called, and the individual may be transported to SFGH-ER for treatment.

Documentation: All field-based clinical services will be documented in the Epic medical record. The Eleanora Fagen Center will collaborate with SFDPH around billing other appropriate modalities as determined and will complete the required documentation as applicable to modality standards.

D. **Discharge Planning and exit criteria and process**
Westside field-based services are intended to be short-term (<60 days). Planning for ongoing behavioral health treatment will begin from day one. Exit criteria for Westside Field-based services will include but are not limited to the following: successful completion of agreed-upon taking of medication and follow-up on their immediate goals; reduction in distressing symptoms; referral to an outpatient mental health clinic for ongoing care or exit from Eleanora Fagan Center.

E. **Program staffing**

Westside Field-based Clinic staff provide direct services through the following staff:

- Nurse Practitioners and LVN/LPTs, Field-based staff will be supervised by the Westside Crisis and Outpatient Clinical Director and Medical Director/Staff Physician. All staff will take the required BHS and EPIC training.

6. Objectives and Measurements:

Individualized objectives will be contained in the document entitled Adult and Older Adult Performance Objectives FY 25-26.

On a quarterly basis the following will be tracked and reported to SFDPH

- Number of unique clients
- Client demographics
- Number of assessments
- Diagnoses
- Number of visits

- Number of clients started/stabilized on medications for opioid use disorder
- Number of clients started/stabilized on mental health medications
- Discharge destination for ongoing behavioral health treatment

7. Continuous Quality Improvement:

Westside has been committed to improving cultural and linguistic competency in the business functions that support outcome-based planning and accountability. Westside adheres to the Culturally and Linguistically Appropriate Services (CLAS) standards developed by the Office of Minority Health, U.S. Department of Health and Human Services, as a guide for developing a culturally competent Quality Improvement Plan to support CQI in our service delivery system.

Westside's CQI structure is designed to provide a consistent process for improving the care provided, improving the satisfaction of our clients, comparing performance against benchmarks, reducing inefficiencies, effecting change harmoniously, and conserving resources. Quality Assurance and Improvement activity crosses all departments and services in order to respond to the needs of the client, staff, and community. Included in this system is the management of information, which includes client-specific, aggregate, and comparative data. In order to conserve resources, Quality Assurance and Quality Improvement focus on high-risk, high-volume, problem-prone, and regulatory-required issues. Both outcomes and processes are included in the overall approach.

Documentation quality, including a description of internal audits
The Quality Assurance Committee is comprised of a multidisciplinary membership depending on the necessary positions filled. This committee meets quarterly or as required. The proponents of our QA activities include: Weekly program staff meetings, clinical case conferences within each program, difficult case conferences and consultation, group supervision, regular discussions/updates in evidence-based practices, staff training and continuing education, critical incident review and debriefing, PURQC- utilization review, monthly peer review, regular chart reviews, quarterly audits conducted by the committee, and use of practice guidelines. The Director regularly reports to CEO or Chief Compliance Officer regarding supervision, individual and program performance issues, critical incidents, grievances, client feedback, and quarterly peer review findings.

Achievement of contract performance objectives
The director of the committee provides direction for planning, strategy development, monitoring, educating, and promoting the acquisition and application of the knowledge necessary for quality improvement. This includes guidance to any special teams or task forces chosen to address specific opportunities for improvement through the use of Continuous Quality Improvement philosophies and strategies. Westside employs a systematic approach for improving the organization's performance by improving existing processes. Westside utilizes the Plan Do Check Act approach to problem-solving. This system is used as a guide for many of our performance improvement activities.

Outcomes measured are different for each program, but in general include: decrease in symptoms, improvement in functional status, quality of life satisfaction, welfare and safety outcomes (suicide, suicide attempts, criminal justice involvement, victimization, homelessness). Compliance measures are tied to performance evaluation and are overseen by the QA committee and leadership.

Westside Community Services strives to fulfill its mission to the clients, staff, and community. The organization's leaders, managers, clinical support staff, clinical staff, medical staff, and nursing staff are committed to plan, design, and measure, assess, and improve performance and processes as part of the approach to fulfill the mission. Through Quality Assurance activities in conjunction with regular communications with the CEO, the governing body is provided with information needed to fulfill the Agency's mission and responsibility for the quality of client care.

Cultural competency of staff and services

At Westside we believe cultural diversity and competence is a process that occurs along a continuum and we are always striving to develop and deliver services that meet the need of our clients. Delivering culturally aware and competent services is an ongoing topic woven into clinical conversation and the therapeutic environment by discussing cultural issues in administrative supervision, adding multicultural art to the environment and ongoing recruitment of employees that reflect the multicultural diversity found in the community we serve.

In prior years we have assessed the cultural and linguistic training needs for the program staff using employee feedback received via staff meetings, employee surveys and consumer feedback. As we begin our strategic planning for the next five years we have begun to strategize on other assessment strategies to aid us determining our cultural and linguistic training needs.

Westside's philosophy is to provide training opportunities for employees to assure competent services. Employees are encouraged and/or required to attend relevant conferences, workshops, seminars and classes. Continuous trainings are held weekly, monthly, annually either within or outside of Westside where staff has the opportunity to increase their knowledge and skill set. Allowing for a more effective client-provider relationship in which staff is able to have a better understanding of the client's expectations and improve communication among each other. The staff have a clearer understanding on why the client does not follow instructions: for example, why the client takes a smaller dose of medicine than prescribed (because of a belief that Western medicine is "too strong"); or why the family, rather than the client, makes important decisions about the client's health care (because in the client's culture, major decisions are made by the family as a group).

Client satisfaction

Performance measurement is continuously and consistently monitored. Monitoring focuses on client care processes and outcomes. The focus includes components of the process which looks at performance (including individual), coordination, integration, outcomes and improvement. A variety of analytical tools are utilized to evaluate the total care provided. Data sources include but are not

limited to: medical records special studies, external reference databases, incident reports, statistics and historical patterns of performance, peer review, monitoring results, consumer satisfaction questionnaires, safety statistics, infection control data, referral sources, and cost analysis. Client participation in performance improvement is facilitated through the use of surveys and focus groups. In most programs, consumer surveys and or focus groups are conducted annually.

8. Required Language: N/A

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

Appendix B
Calculation of Charges

1. Method of Payment

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

(1) For contracted services reimbursable by Fee for Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

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

(2) For contracted services reimbursable by Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

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

B. Final Closing Invoice

(1) For contracted services reimbursable by Fee for Service Reimbursement:

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

(2) For contracted services reimbursable by Cost Reimbursement:

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

C. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY.

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

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

2. Program Budgets and Final Invoice

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

Appendix B-1 – Eleanora Fagan Stabilization Center

Appendix B-2 – Westside Field Based Clinical Services

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **$1,598,969** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 12.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

D. The amount for each fiscal year, to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation is terminated or reduced, this Agreement

shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in Section 3.7 section of this Agreement.

(1). Estimated Funding Allocations

Contract Term	Estimated Funding Allocation
July 1, 2024 to June 30, 2025	$69,175
July 1, 2025 to June 30, 2026	$6,473,285
July 1, 2026 to June 30, 2027	$6,563,911
July 1, 2027 to June 30, 2028	$6,760,828
Subtotal	**$19,867,199**
Contingency @ 12%	$1,598,969
Total Revised Not-to-Exceed Amount	**$21,466,168**

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number	00351					Tentative Appendix B, Page 1
Legal Entity Name/Contractor Name	Westside Community Mental Health Center				Fiscal Year	2025-2026
Contract ID Number	1000035747				Funding Notification Date	05/16/25
Appendix Number	B-1	B-2	B-#	B-#	B-#	
Provider Number	8900	8900				
Program Name	Westside Stabilization Center	Westside Stabilization Center - Clinical				
Program Code	TBD	TBD				
Funding Term	7/1/25-6/30/26	7/1/25-6/30/26				
FUNDING USES						**TOTAL**
Salaries	$ 1,941,135	$ 670,280				**$ 2,611,415**
Employee Benefits	$ 679,397	$ 234,598				**$ 913,995**
Subtotal Salaries & Employee Benefits	**$ 2,620,532**	**$ 904,878**	**$ -**	**$ -**	**$ -**	**$ 3,525,410**
Operating Expenses	$ 2,008,534	$ 95,000				**$ 2,103,534**
Capital Expenses						**$ -**
Subtotal Direct Expenses	**$ 4,629,066**	**$ 999,878**	**$ -**	**$ -**	**$ -**	**$ 5,628,944**
Indirect Expenses	$ 694,359	$ 149,982				**$ 844,341**
Indirect %	**15.0%**	**15.0%**	**0.0%**	**0.0%**	**0.0%**	**15.0%**
TOTAL FUNDING USES	**$ 5,323,425**	**$ 1,149,860**	**$ -**	**$ -**	**$ -**	**$ 6,473,285**
				Employee Benefits Rate		**35.0%**
BHS SUD FUNDING SOURCES						
	$ -					$ -
						$ -
						$ -
						$ -
						$ -
						$ -
TOTAL BHS SUD FUNDING SOURCES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
OTHER DPH FUNDING SOURCES						
Prop C (240646-10582-21531-10037398-0015)	$ 5,323,426	$ 1,149,860				$ 6,473,286
						$ -
						$ -
TOTAL OTHER DPH FUNDING SOURCES	**$ 5,323,426**	**$ 1,149,860**	**$ -**	**$ -**	**$ -**	**$ 6,473,286**
TOTAL DPH FUNDING SOURCES	**$ 5,323,426**	**$ 1,149,860**	**$ -**	**$ -**	**$ -**	**$ 6,473,286**
NON-DPH FUNDING SOURCES						
						$ -
						$ -
TOTAL NON-DPH FUNDING SOURCES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	**$ 5,323,426**	**$ 1,149,860**	**$ -**	**$ -**	**$ -**	**$ 6,473,286**
Prepared By	Sergio Perez, CFO		**Phone Number**	(415) 431-9000		

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

DHCS Legal Entity Number	00351				Appendix Number	Tentative Appendix B-1
Provider Name	Westside Community Mental Health Center				Page Number	2
Provider Number	8900				Fiscal Year	2025-2026
Contract ID Number	1000035747				Funding Notification Date	05/16/25
Program Name	Westside Stablization Center					
Program Code	TBD					
Mode (MH) or Modality (SUD)						
Service Description	Short Term Respite Bed					
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/25-6/30/26					
FUNDING USES					**TOTAL**	
Salaries & Employee Benefits	$ 2,620,532				$	2,620,532
Operating Expenses	$ 2,008,534				$	2,008,534
Capital Expenses					$	-
Subtotal Direct Expenses	**$ 4,629,066**	**$ -**	**$ -**	**$ -**	**$**	**4,629,066**
Indirect Expenses	$ 694,360				$	694,360
Indirect %	**15.0%**	**0.0%**	**0.0%**	**0.0%**		**15.0%**
TOTAL FUNDING USES	**$ 5,323,426**	**$ -**	**$ -**	**$ -**	**$**	**5,323,426**
BHS SUD FUNDING SOURCES						
					$	-
					$	-
					$	-
					$	-
This row left blank for funding sources not in drop-down list					$	-
TOTAL BHS SUD FUNDING SOURCES	**$ -**	**$ -**	**$ -**	**$ -**	**$**	**-**
OTHER DPH FUNDING SOURCES						
Prop C	$ 5,323,426				$	5,323,426
This row left blank for funding sources not in drop-down list					$	-
TOTAL OTHER DPH FUNDING SOURCES	**$ 5,323,426**	**$ -**	**$ -**	**$ -**	**$**	**5,323,426**
TOTAL DPH FUNDING SOURCES	**$ 5,323,426**	**$ -**	**$ -**	**$ -**	**$**	**5,323,426**
NON-DPH FUNDING SOURCES						
This row left blank for funding sources not in drop-down list					$	-
TOTAL NON-DPH FUNDING SOURCES	**$ -**	**$ -**	**$ -**	**$ -**	**$**	**-**
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	**5,323,426**	**-**	**-**	**-**		**5,323,426**
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased	76					
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method	Cost Reimbursement (CR)					
Unduplicated Clients (UDC)	396					
DPH Units of Service	22,365					
Unit Type	Bed Days	0	0	0		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	$ 238.02	$ -	$ -	$ -	**Total UDC**	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	$ 238.02	$ -	$ -	$ -		

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000035747
Program Name Westside Stabilization Center
Program Code TBD

Appendix Number Tentative Appendix B-1
Page Number 3
Fiscal Year 2025-2026
Funding Notification Date 05/16/25

Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of service)	Practioner Type (Select Non Billing provider if the position is not expected to bill this period)	TOTAL		240646-10582-21531-10037398-0015		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term		7/1/25-6/30/2025		7/1/25-6/30/26				(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	Pracitioner Type (Select from Drop Down)	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director		1.00	$ 130,000.00	1.00	$ 130,000.00								
Program Supervisor		2.00	$ 160,000.00	2.00	$ 160,000.00								
Case Managers		4.00	$ 260,000.00	4.00	$ 260,000.00								
Lead Monitor		2.00	$ 120,000.00	2.00	$ 120,000.00								
Program Monitors		16.00	$ 928,000.00	16.00	$ 928,000.00								
Chef		1.00	$ 63,654.00	1.00	$ 63,654.00								
Cook		2.00	$ 95,481.00	2.00	$ 95,481.00								
Maintenance Technician		1.00	$ 68,000.00	1.00	$ 68,000.00								
Janitor		2.00	$ 116,000.00	2.00	$ 116,000.00								
		0.00	$ -										
		0.00	$ -										
		0.00	$ -										
		0.00	$ -										
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		0.00	$ -										
Totals:		31.00	$ 1,941,135.00	31.00	$ 1,941,135.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -
Employee Benefits:		35.00%	$ 679,397.00	35.00%	$ 679,397.00	0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS			$ 2,620,532.00		$ 2,620,532.00		$ -		$ -		$ -		$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000035747
Program Name Westside Stabilization Center
Program Code TBD

Appendix Number Tentative Appendix B-1
Page Number 4
Fiscal Year 2025-2026
Funding Notification Date 05/16/25

Expense Categories & Line Items	TOTAL	240646-10582-21531-10037398-0015	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/202-6/30/2026	7/1/25-6/30/26	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Rent	$ 1,200,000.00	$ 1,200,000.00				
Utilities (telephone, electricity, water, gas)	$ 150,000.00	$ 150,000.00				
Building Repair/Maintenance	$ 30,000.00	$ 30,000.00				
Occupancy Total:	**$ 1,380,000.00**	**$ 1,380,000.00**	**$ -**	**$ -**	**$ -**	**$ -**
Office Supplies	$ 6,000.00	$ 6,000.00				
Phone, Internet, Copier	$ 22,000.00	$ 22,000.00				
Program Supplies	$ 43,000.00	$ 43,000.00				
Computer Hardware/Software	$ 7,500.00	$ 7,500.00				
IT/Computers/Work Stations: 8 brand new desktop computers each complete with double monitors, ergonomic keyboards and ergonomic mouse, each unit placed at its own work station (8). This will also include any wiring and other IT equipment that is deemed necessary for the						
Materials & Supplies Total:	**$ 78,500.00**	**$ 78,500.00**	**$ -**	**$ -**	**$ -**	**$ -**
Training/Staff Development	$ -					
Insurance	$ 36,500.00	$ 36,500.00				
Professional License	$ -					
Permits	$ -					
Equipment Lease & Maintenance	$ -					
Food	$ 381,795.00	$ 381,795.00				
General Operating Total:	**$ 418,295.00**	**$ 418,295.00**	**$ -**	**$ -**	**$ -**	**$ -**
Local Travel	$ -					
Out-of-Town Travel	$ -					
Field Expenses	$ -					
Staff Travel Total:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate, Amounts, and Practitioner Type if Billable Provider)	$ -					
The Salvation Army - (1) Transition Coach to provide support, guidance, and mentorship to participants from 6/2/25 to 6/30/26 at the rate of $60.32/hour x 2,253.33 hours x 1.0 LOE = $135,921, and (2) Administrative Support to assist with program implementation, reporting, and data collection support from 6/2/25 to 6/30/26 at the rate of $60.32/hour x 2,253.33 hours x .05 LOE = $6,796.Amount for FY25-26	$ 131,739.00	$ 131,739.00				
	$ -					
Consultant/Subcontractor Total:	**$ 131,739.00**	**$ 131,739.00**	**$ -**	**$ -**	**$ -**	**$ -**
Other (provide detail):	$ -					
	$ -					
	$ -					
Other Total:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL OPERATING EXPENSE	**$ 2,008,534.00**	**$ 2,008,534.00**	**$ -**	**$ -**	**$ -**	**$ -**

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

Contractor Name: Westside Community Mental Health Center | Page Number: 5

Contract ID Number: 1000035747 | Fiscal Year: 2025-2026

Funding Notification Date: 5/16/25

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Chief Financial Officer	0.30	$ 64,438.15
Administrative Assistant (2)	0.31	$ 21,979.38
Controller	0.15	$ 36,612.92
HR Manager	0.30	$ 31,192.62
Operations Manager	0.15	$ 12,184.62
IT Manager	0.07	$ 7,490.77
Fiscal Analyst/Payroll	0.30	$ 27,240.00
IT Coordinator	0.30	$ 12,184.62
Fiscal Analyst/Billing	0.30	$ 24,896.31
Fiscal Analyst/A/P	0.30	$ 21,864.92
Maintenance Coordinator	0.30	$ 20,414.77
Fiscal Analyst/A/R	0.12	$ 10,657.85
Chief Compliance Officer	0.08	$ 14,387.08
Chief Executive Officer	0.11	$ 28,558.15
Subtotal:	3.06	$ 334,102.00
Employee Benefits:	35.0%	$ 116,935.38
Total Salaries and Employee Benefits:		$ 451,037.00

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Temporary Help	$ 57,584.31
Consultants	$ 42,470.77
Data Processing	$ 17,837.54
Conference & Meetings	$ 14,644.62
Audit & Tax Preparation	$ 11,715.69
Staff Travel	$ 10,319.08
Legal	$ 10,251.69
Insurance	$ 9,577.85
Software Maintenance	$ 8,494.15
Advertising	$ 7,908.00
Recognition Expense	$ 7,322.77
Telephone	$ 6,356.31
Repairs/Maint Building	$ 6,297.23
Utilities	$ 5,316.00
Depr Building	$ 5,785.85
Rent/Lease Equipment	$ 4,496.31
Staff Training	$ 4,129.85
Supplies & Postage	$ 4,012.62
Dues & Subscriptions	$ 2,504.31
Rent/Lease Vehicle	$ 2,196.92
Repairs/Maint Equipment	$ 1,464.92
Security Service	$ 1,171.38
License & Fees	$ 586.15
Printing & Duplicating	$ 586.15
Rent/Storage	$ 291.69
Total Operating Costs	$ 243,322.00

Total Indirect Costs	**$ 694,359.00**

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

DHCS Legal Entity Number	00351				Appendix Number	Tentative B-2
Provider Name	Westside Community Mental Health Center				Page Number	6
Provider Number	8900				Fiscal Year	2025-2026
Contract ID Number	1000035747				Funding Notification Date	05/16/25
Program Name	Westside Stabilization Center - Clinical					
Program Code	TBD					
Mode (MH) or Modality (SUD)	15					
Service Description	Westside Stabilization Center - Clinical					
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/25-6/30/26					
FUNDING USES						**TOTAL**
Salaries & Employee Benefits	$ 904,878		$ -			$ 904,878
Operating Expenses	$ 95,000		$ -			$ 95,000
Capital Expenses						$ -
Subtotal Direct Expenses	**$ 999,878**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 999,878**
Indirect Expenses	$ 149,982					$ 149,982
Indirect %	**15.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**15.0%**
TOTAL FUNDING USES	**$ 1,149,860**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,149,860**
BHS MENTAL HEALTH FUNDING SOURCES						
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
BHS SUD FUNDING SOURCES						
						$ -
						$ -
						$ -
This row left blank for funding sources not in drop-down list						$ -
TOTAL BHS SUD FUNDING SOURCES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
OTHER DPH FUNDING SOURCES						
Prop C	$ 1,149,860					$ 1,149,860
This row left blank for funding sources not in drop-down list						$ -
TOTAL OTHER DPH FUNDING SOURCES	**$ 1,149,860**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,149,860**
TOTAL DPH FUNDING SOURCES	**$ 1,149,860**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,149,860**
NON-DPH FUNDING SOURCES						
This row left blank for funding sources not in drop-down list						$ -
TOTAL NON-DPH FUNDING SOURCES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	**1,149,860**	**-**	**-**	**-**	**-**	**1,149,860**
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased						
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method	Cost Reimbursement (CR)					
Unduplicated Clients (UDC)	337					
DPH Units of Service	1,825					
Unit Type	Staff Hour	0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	$ 630.06	$ -	$ -	$ -	$ -	**Total UDC**
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	$ 630.06	$ -	$ -	$ -	$ -	

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number: 1000035747
Program Name: Westside Stabilization Center - Clinical
Program Code: 0

Appendix Number: Tentative B-2
Page Number: 7
Fiscal Year: 2025-2026
Funding Notification Date: 05/16/25

Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of service)	Practioner Type (Select Non Billing provider if the position is not expected to bill this period)	TOTAL		Outpatient Services		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term		7/1/25-6/30/26		7/1/25-6/30/26		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	**Pracitioner Type (Select from Drop Down)**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**
Medical Director	Non Billing Staffing	0.25	$ 87,880.00	0.25	$ 87,880.00								
Nurse Practitioner	Nurse Practitioner	2.00	$ 416,000.00	2.00	$ 416,000.00								
Licensed Vocational Nurse	LVN	2.00	$ 166,400.00	2.00	$ 166,400.00								
		0.00	$ -										
		0.00	$ -										
		0.00	$ -										
		0.00	$ -										
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Totals:		4.25	$ 670,280.00	4.25	$ 670,280.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -
Employee Benefits:		35.00%	$ 234,598.00	35.00%	$ 234,598.00	0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS			**$ 904,878.00**		**$ 904,878.00**		**$ -**		**$ -**		**$ -**		**$ -**

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000035747
Program Name Westside Stabilization Center - Clinical
Program Code 0

Appendix Number Tentative B-2
Page Number 8
Fiscal Year 2025-2026
Funding Notification Date 05/16/25

Expense Categories & Line Items	TOTAL	Outpatient Services	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/25-6/30/26	7/1/25-6/30/26	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Rent	$ -					
Utilities (telephone, electricity, water, gas)	$ -					
Building Repair/Maintenance	$ -					
Occupancy Total:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Office Supplies	$ 10,000.00	$ 10,000.00				
Photocopying	$ -					
Program Supplies	$ 5,000.00	$ 5,000.00				
Computer Hardware/Software	$ 5,000.00	$ 5,000.00				
Materials & Supplies Total:	**$ 20,000.00**	**$ 20,000.00**	**$ -**	**$ -**	**$ -**	**$ -**
Training/Staff Development	$ -					
Insurance	$ -					
Professional License	$ -					
Permits	$ -					
Equipment Lease & Maintenance	$ -					
General Operating Total:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Local Travel	$ -					
Out-of-Town Travel	$ -					
Field Expenses	$ -					
Staff Travel Total:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate, Amounts, and Practitioner Type if Billable Provider)	$ -					
	$ -					
Consultant/Subcontractor Total:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Other (provide detail):	$ -					
Pharmaceutical supplies, drug screening & other testing, woundcare supplies, and other client supplies.	$ 75,000.00	$ 75,000.00				
	$ -					
Other Total:	**$ 75,000.00**	**$ 75,000.00**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL OPERATING EXPENSE	**$ 95,000.00**	**$ 95,000.00**	**$ -**	**$ -**	**$ -**	**$ -**

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

Contractor Name	Westside Stabilization Center - Clinical	Page Number	9
Contract ID Number	1000035747	Fiscal Year	2025-2026
		Funding Notification Date	5/16/25

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Chief Financial Officer	0.06	$ 13,919.00
Administrative Assistant (2)	0.07	$ 4,746.00
Controller	0.03	$ 7,908.00
HR Manager	0.06	$ 6,738.00
Operations Manager	0.03	$ 2,632.00
IT Manager	0.02	$ 1,618.00
Fiscal Analyst/Payroll	0.06	$ 5,884.00
IT Coordinator	0.06	$ 2,632.00
Fiscal Analyst/Billing	0.06	$ 5,378.00
Fiscal Analyst/A/P	0.06	$ 4,723.00
Maintenance Coordinator	0.06	$ 4,410.00
Fiscal Analyst/A/R	0.03	$ 2,302.00
Chief Compliance Officer	0.02	$ 3,108.00
Chief Executive Officer	0.02	$ 6,168.00
Subtotal:	0.64	$ 72,166.00
Employee Benefits:	35.0%	$ 25,258.00
Total Salaries and Employee Benefits:		$ 97,424.00

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Temporary Help	$ 12,438.00
Consultants	$ 9,174.00
Data Processing	$ 3,853.00
Conference & Meetings	$ 3,163.00
Audit & Tax Preparation	$ 2,531.00
Staff Travel	$ 2,229.00
Legal	$ 2,214.00
Insurance	$ 2,069.00
Software Maintenance	$ 1,835.00
Advertising	$ 1,708.00
Recognition Expense	$ 1,582.00
Telephone	$ 1,373.00
Repairs/Maint Building	$ 1,360.00
Utilities	$ 1,148.00
Depr Building	$ 1,250.00
Rent/Lease Equipment	$ 971.00
Staff Training	$ 892.00
Supplies & Postage	$ 867.00
Dues & Subscriptions	$ 541.00
Rent/Lease Vehicle	$ 474.00
Repairs/Maint Equipment	$ 316.00
Security Service	$ 253.00
License & Fees	$ 127.00
Printing & Duplicating	$ 127.00
Rent/Storage	$ 63.00
Total Operating Costs	$ 52,558.00

Total Indirect Costs	**$ 149,982.00**

Appendix D

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT

(SAA)

TABLE OF CONTENTS

TERMS AND CONDITIONS

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

SECTION 1 - "THIRD PARTY" CATEGORIES

1. **Third Party In General**: means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor's employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.

2. **Treatment Provider**: means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.

3. **Education Institution**: means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.

4. **Health Insurer**: means an entity seeking access to provide health insurance or managed care services for Department patients.

SECTION 2 - DEFINITIONS

1. "**Agreement**" means an Agreement between the Third Party and Department that necessitates Third Party's access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.

2. "**Department Computer System**" means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.

3. "**Department Confidential Information**" means information contained in a Department Computer System, including identifiable protected health information ("PHI") or personally identifiable information ("PII") of Department patients.

4. "**Third Party**" and/or "**Contractor**" means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.

5. "**User**" means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party's employees, students/trainees, agents, and subcontractors.

SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility**. Third Party is responsible for its work force and each Third Party User's compliance with these Third Party System Access Terms and Conditions.

2. **Limitations on Access**. User's access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

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

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

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

a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;

b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;

c) Protect against reasonably anticipated, impermissible uses or disclosures; and

d) Ensure compliance by their workforce.

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

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

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

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

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

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

SECTION 7 - DEPARTMENT'S RIGHTS

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

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

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

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

SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

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

   i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and

   ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

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

   i. the City Data believed to have been the subject of breach;

   ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;

   iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and

   iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

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

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

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

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

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

A. Attachment 1 to SAA
System Specific Requirements

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

A. Department Care Link Requirements:

1. Connectivity.

a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

2. Compliance with Epic Terms and Conditions.

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

3. Epic-Provided Terms and Conditions

a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.

b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

II. For Access to Department Epic through Epic Hyperspace the following terms shall apply:

B. Department Epic Hyperspace:

1. Connectivity.

a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.

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

a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: https://userweb.epic.com/Forms/AccessApplication. Epic Systems Corporation notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

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

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

A. Department myAvatar

1. Connectivity.

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

2. Information Technology (IT) Support.

a. Third Party must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

3. Access Control.

a. Access to the BHS Electronic Heath Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf

b. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf

c. All licensed, waivered, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

I. For Access to Department Epic through OutReach

A. Department OutReach Requirements:

1. Connectivity.

d) Third Party Responsibility: The Third Party is required to obtain and maintain an active internet connection and necessary equipment in compliance with the specifications provided by both Epic and the Department.

d) Technical Equipment Changes: The specifications for accessing OutReach may be updated over time. Third Party must ensure their equipment and software align with these specifications and bear any related costs.

d) Equipment Ownership: Access to the system by Third Party Data Users must occur exclusively through equipment owned, leased, and maintained by the Third Party.

d) Equipment Purchase: Compatible equipment required for use with OutReach is the responsibility of the Third Party.

2. Compliance with Epic Terms and Conditions

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

3. Epic-Provided Terms and Conditions

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

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

City and County of San Francisco
Business Associate Agreement

This Business Associate Agreement ("BAA") supplements and is made a part of the Agreement by and between the City and County of San Francisco, a Hybrid Entity designated under HIPAA, referred herein as the Covered Entity ("CE"), and Westside Community Mental Health Center ("Contractor"), the Business Associate ("BA"), dated June 02, 2025 (the "Agreement").

RECITALS

A. CE, by and through the Department of Public Health ("DPH"), wishes to disclose, allow access to, or allow collection of certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

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

C. CE and BA are committed to complying with all federal and state laws governing the confidentiality, privacy, and security of health information disclosed to BA pursuant to the Agreement, including, but not limited to the Standards for PHI under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws with respect to health information, mental health information, and substance use treatment information, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations"), and 42 CFR Part 2.

D. CE is required to enter into an agreement containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this BAA.

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

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

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

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

f. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including 45 C.F.R. Section 164.501.

g. **Electronic PHI or ePHI** means any PHI maintained or transmitted by electronic media as defined in 45 CFR §160.103.

h. **Health Care** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.

i. **Health Care Component** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.

j. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.

k. **HIPAA Rules** means the Privacy, Security, Breach Notification, and Enforcement Rules set forth in 45 CFR Part 160 and Part 164.

l. **Hybrid Entity** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.

m. **Privacy Rule** means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

n. **Protected Health Information or PHI** has the meaning given to such term under the Privacy Rule, including 45 CFR §§160.103 and 164.501, limited to the information created, maintained, stored, transmitted, or received by BA from or on behalf of CE, or another BA of CE.

o. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and as defined in the Security Rule, including 45 CFR §164.304.

p. **Security Rule** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

q. **Unsecured PHI** has the meaning given to such term under 42 U.S.C. §17932(h) and 45 CFR §164.402.

2. Obligations of Business Associate.

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

b. Permitted Uses and Disclosures. BA may use, access, and/or disclose PHI only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA may use, access, and/or disclose PHI as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE (see45 CFR §§164.502, 164.504(e)(2), and 164.504(e)(4)(i)]. If BA discloses PHI to a third party, if the disclosure is required by law, or otherwise BA must obtain, prior to making such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (ii) an agreement from this third party to notify BA

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

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

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

e. Agreements with Subcontractors and Agents. BA will ensure that any of its agents and subcontractors that have access to, or which create, receive, maintain or transmit PHI for or on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.c. above (see 45 CFR §§164.504(e)(2) through (e)(5), and164.308(b)]. BA must mitigate the effects of any such violation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination.

a. Material Breach. A breach by BA, or BA's agent or subcontractor, of any obligations under this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the Agreement to the contrary notwithstanding. (45 CFR §164.504(e)(2)(iii).)

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

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all PHI that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible (45 C.F.R. §164.504(e)(2)(ii)(J)). If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of PHI in accordance with the HIPAA Regulations and the HITECH Act including, 42 U.S.C. §17934(c).

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

4. Amendment to Comply with Law.

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

5. Litigation or Administrative Proceedings.

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

6. No Third-Party Beneficiaries.

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

7. Interpretation.

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

Appendix H

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

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

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

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

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

Part I - Drug Medi-Cal Organized Delivery System

Program Specifications

Provider Specifications

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

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

2. Professional staff means any of the following:
    a. Licensed Practitioners of the Healing Arts (LPHA), including:
        i. Physician
        ii. Nurse Practitioners
        iii. Physician Assistants
        iv. Registered Nurses
        v. Registered Pharmacists
        vi. Licensed Clinical Psychologists
        vii. Licensed Clinical Social Worker
        viii. Licensed Professional Clinical Counselor
        ix. Licensed Marriage and Family Therapists
        x. Licensed Eligible Practitioners working under the supervision of Licensed Clinicians
    b. An Alcohol or other drug (AOD) counselor that is 1) either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA), and 2) meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, Cal. Code Regs., tit. 9, Div. 4, chapter 8.

    c. Medical Director of a Narcotic Treatment Program who is a licensed physician in the State of California.

    d. A Peer Support Specialist with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification and who meet all other applicable California state requirements, including ongoing education requirements.

4. Non-professional staff, such as Registered and Licensed AOD Counselors and Peer Support Specialist with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification, shall receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff.

5. Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring. Documentation of trainings, certifications and licensure shall be contained in personnel files.

6. Physicians shall receive a minimum of five hours of continuing medical education related to addiction medicine each year.

7. Professional staff (LPHAs) shall receive a minimum of five hours of continuing education related to addiction medicine each year.

8. Registered and certified SUD/AOD counselors shall adhere to all requirements in CCR Title 9, §13000 et seq.

Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or

certified program is required to be certified as defined in CCR Title 9, Division 4, Chapter 8. (Document 3H).

Drug Medi-Cal Organized Delivery System (DMC-ODS) Timely Coverage

Non-Discrimination - Member Discrimination Prohibition

Contractor shall accept individuals eligible for enrollment in the order in which they apply without restriction in accordance with this Contract. Contractor shall take affirmative action to ensure that members are provided covered services and will not discriminate against individuals eligible to enroll under the laws of the United States and the State of California. Contractor shall not unlawfully discriminate against any person pursuant to:

a. Title VI of the Civil Rights Act of 1964.
b. Title IX of the Education Amendments of 1972 (regarding education and programs and activities).
c. The Age Discrimination Act of 1975.
d. The Rehabilitation Act of 1973.
e. The Americans with Disabilities Act.

Timely Coverage, Medical Necessity and Level of Care Determinations

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

1. Providers shall verify the Medicaid eligibility determination of an individual. When the provider conducts the initial eligibility verification, that verification shall be reviewed and approved by BHS prior to payment for services. If the individual is eligible to receive services from tribal health programs operating under the Indian Self-Determination and Education Assistance Act of 1975 (ISDEAA), then the determination shall be conducted as set forth in the Indian Health Program-Organized Delivery System - Attachment BB to the Special Terms and Conditions (STCs).

2. In accordance with the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate under section 1905(r) of the Social Security Act, the Contractor shall ensure that all members under age 21 receive all applicable SUD services needed to correct or ameliorate health conditions that are coverable under section 1905(a) of the Act. Nothing in the DMC-ODS limits or modifies the scope of the EPSDT mandate, and a participating DMC-ODS County is responsible for the provision of SUD services pursuant to the EPSDT mandate.

3. DMC-ODS services must be medically necessary. Pursuant to W&I Code section 14059.5(a) for individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

4. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Code section 14059.5(b)(1)).

5. BHS shall ensure all policies and procedures, provider contracts, member handbooks, and related material to ensure the medical necessity standard is accurately reflected in all materials consistent with W&I Code section 14059.5, the terms of BHIN 24-001, and any other applicable authorities.

6. To receive DMC-ODS services, an individual shall be enrolled in Medi-Cal, and reside in a participating county. DMC-ODS services shall be consistent with the following assessment, access, and level of care determination criteria:

    a. Initial Assessment and Services Provided During the Assessment Process:
    Covered and clinically appropriate DMC-ODS services (except for residential) shall be reimbursable for up to 30 days following the first visit with a LPHA or AOD counselor, whether or not a Diagnostic and Statistical Manual (DSM) diagnosis for Substance-Related and Addictive Disorders is established, or up to 60 days if the member is under age 21, or if a provider documents that the member is experiencing homelessness and therefore requires additional time to complete the assessment. If a member withdraws from treatment prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorders, and later returns, the 30-day time period starts over. The initial assessment shall be performed face-to-face or, by telehealth (synchronous audio and video), or by telephone (synchronous audio-only) by an LPHA or AOD counselor and may be done in the community or the home. If the assessment of the member is completed by an AOD counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the AOD counselor may be conducted in person, by video conferencing, or by telephone.

    b. DMC-ODS Access for Members After Assessment::

        i. For members 21 years and older, to qualify for DMC-ODS services after the initial assessment process, members 21 years of age and older shall meet one of the following criteria:
            A. Have at least one diagnosis from the current DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders; OR
            B. Have had at least one diagnosis from the current DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance Related Disorders, prior to being incarcerated or during incarceration, as determined by substance use history.
        ii. Members under age 21 are eligible to receive all medically necessary DMC-ODS services as required pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, members under the age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health regardless of whether those services are covered in the state’s Medicaid State Plan. Consistent

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

The initial medical necessity determination, for an individual to receive a DMC-ODS benefit, shall be performed by a Medical Director or an LPHA. If a member's assessment and intake information are completed by a counselor through a face-to-face review or telehealth, the Medical Director or LPHA shall evaluate each member's assessment and intake information with the counselor to establish whether that member meets medical necessity criteria. The ASAM Criteria shall be applied to determine placement into the level of assessed services.

For an individual to receive ongoing DMC-ODS services, the Medical Director or LPHA shall reevaluate that individual's medical necessity qualification For an individual to receive ongoing Opioid Treatment Program/Narcotic Treatment Program (OTP/NTP) services, the Medical Director or LPHA shall reevaluate that individual's medical necessity qualification within 28 days from admission and as necessary every 3 months thereafter through the reauthorization process and determine that those services are still clinically appropriate for that individual. NTP services shall be provided consistent with CCR, Title 9, Division 4, Chapter 4, and BHINs 24-001 and 25-008 or any subsequent superseding guidance issued by DHCS.

<u>Additional Coverage Requirements and Clarifications</u>

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

1. Services are provided prior to determination of a diagnosis or prior to determination of whether DMC-ODS criteria are met, as described above.

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

2. The member has a co-occurring mental health condition.

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

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

1. For members 21 and over, a full assessment using the ASAM Criteria shall be completed within 30 days of the member's first visit with an LPHA or registered/certified counselor.

2. For members under 21, or for adults experiencing homelessness, a full assessment using the ASAM Criteria shall be completed within 60 days of the member's first visit with an LPHA or registered/certified counselor.

3. A full ASAM Criteria assessment is not required to deliver prevention and early intervention services for members under 21; a brief screening ASAM Criteria tool is sufficient for these services (see below regarding details about ASAM level of care 0.5).

4. If a member withdraws from treatment prior to completing the ASAM Criteria assessment and later returns, the time period starts over.

5. A full ASAM Criteria assessment, or initial provisional referral tool for preliminary level of care recommendations, shall not be required to begin receiving DMC-ODS services. A full ASAM assessment does not need to be repeated unless the member's condition changes.

6. Member placement and level of care determinations shall ensure that members are able to receive care in the least restrictive level of care that is clinically appropriate to treat their condition.

Availability of Services

1. The Contractor shall ensure that all covered services within the scope of its contracted services are available and accessible to members in a timely manner.

2. The Contractor shall provide for a second opinion from another provider, at no cost to the member.

3. Demonstrate that its licensed, registered and certified practitioners are credentialed as required by 42 CFR §438.214.

4. The Contractor shall comply with the following timely access requirements:
   a. Meet DHCS standards for timely access to care and services, taking into account the urgency of the need for services.

b. Offer hours of operation that are no less than the hours of operation offered to commercial members or comparable to Medi-Cal Fee-for-Service, if the Contractor serves only Medi-Cal members.

5. Access and cultural considerations: The Contractor shall participate in the BHS efforts to promote the delivery of services in a culturally competent manner to all members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of sex.

6. Accessibility considerations: The Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal members with physical or mental disabilities.

Covered Services

In addition to the coverage and authorization of services requirements set forth in this Contract, the Contractor shall:

Identify, define, and specify the amount, duration, and scope of each medically necessary service that the Contractor is required to offer.

Require that the medically necessary services identified be furnished in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to members under fee-for-service Medicaid, as set forth in 42 CFR 440.230.

Specify the extent to which the Contractor is responsible for covering medically necessary services related to the following:

a. The prevention, diagnosis, and treatment of health impairments.
b. The ability to achieve age-appropriate growth and development.
c. The ability to attain, maintain, or regain functional capacity.

The Contractor shall deliver the DMC-ODS Covered Services specified within the scope of work within a continuum of care as defined in the ASAM criteria.

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

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

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

General Provisions

Standard Contract Requirements (42 CFR §438.3)

Inspection and audit of records and access to facilities

The California Department of Health Care Services (DHCS), the Centers for Medicare and Medicaid Services (CMS), the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of the Contractor, or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities are conducted. The right to audit under this section exists for 10 years from the final date of the Contract period or from the date of completion of any audit, whichever is later.

DMC-ODS Certification and Enrollment

1. DHCS certifies eligible providers to participate in the DMC-ODS program.

2. DHCS shall certify any BHS-operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at these sites.

3. Providers of services are required to be licensed, registered, DMC-ODS certified and/or approved in accordance with applicable laws and regulations. Contract providers must comply with the following regulations and guidelines:

    i. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8
    ii. Title 22, Section 51490.1(a)
    iii. Exhibit A, Attachment I, Article III.XX of the DHCS DMC-ODS Interagency Agreement (IA) – Requirements for Services
    iv. Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq
    v. Title 22, Division 3, Chapter 3, sections 51000 et. Seq
    vi. W&I Code section 14184.100 et seq.

4. In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

5. Contractor shall notify Provider Enrollment Division (PED) through the DHCS Provider Application and Validation for Enrollment (PAVE) portal of an addition or change of information in a providers pending DMC-ODS certification application within 35 days of the change in status.

6. Contractors are responsible for ensuring that any reduction of covered services or relocations are not implemented until the approval is issued by DHCS. Contractor must notify BHS with an intent to reduce covered services or relocate. BHS has 35 days of receiving notification of a provider's intent to reduce covered services or relocate to submit, or require the provider to submit, a DMC-ODS certification application to PED. The DMC-ODS certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
7. BHS ensures that a new DMC-ODS certification application is submitted to PED reflecting changes of ownership or address.
8. BHS shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within two business days of learning that a subcontractor's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS.
    a. A provider's certification to participate in the DMC-ODS program shall automatically terminate in the event that the provider, or its owners, officers or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

Continued Certification

1. All DMC-ODS certified providers shall be subject to continuing certification requirements at least once every five years. DHCS may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.

2. DHCS shall conduct unannounced certification and recertification on-site visits at clinics pursuant to WIC 14043.7.

Laboratory Testing Requirements

1. 42 CFR Part 493 sets forth the conditions that all laboratories shall meet to be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). Except as specified in paragraph (2) of this section, a laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:

    a. Has a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for PPM procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory; or ii. Is CLIA-exempt.

2. These rules do not apply to components or functions of:

    a. Any facility or component of a facility that only performs testing for forensic purposes;

b. Research laboratories that test human specimens but do not report patient specific results for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of individual patients; or

c. Laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), in which drug testing is performed which meets SAMHSA guidelines and regulations. However, all other testing conducted by a SAMHSA-certified laboratory is subject to this rule.

3. Laboratories under the jurisdiction of an agency of the Federal Government are subject to the rules of 42 CFR 493, except that the Secretary may modify the application of such requirements as appropriate.

Timely Access:

1. The Provider must comply with BHS and DHCS standards for timely access to care and services, taking into account the urgency of the need for services:
   a. Provider must complete Timely Access Log for all initial requests of services.
   b. Provider must offer outpatient services within 10 business days of request date (if outpatient provider).
   c. Provider must offer Opioid Treatment Services (OTP) services within 3 business days of request date (if OTP provider).
   d. Provider must offer Residential Treatment within 10 business days of request date (if Residential provider)
   e. Provider must offer Withdrawal Management/Urgent Services within 48 hours (if WM provider)
   f. Provider must offer regular hours of operation that are no less than the hours of operation offered to commercial members or comparable to Medicaid FFS, if the provider serves only Medicaid members.
   g. Make services included in this Contract available 24 hours a day, 7 days a week, when medically necessary, and if included in the Scope of Services.
2. The Contractor will establish mechanisms to ensure compliance by provider and monitor regularly.
3. If the Provider fails to comply, BHS will take corrective action.

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

1. Contractor shall identify members at risk of developing a substance use disorder, but currently do not meet the criteria for a substance use disorder and offer those members: screening for adults and youth, brief treatment as medically necessary, and, when indicated, a referral to treatment with a formal linkage.

Outpatient Services (ASAM Level 1.0)

1. Outpatient services consist of one to nine hours per week of medically necessary services for adults and one to six hours per week of services for adolescents. Group size is limited to no less than two (2) and no more than twelve (12) members.

2. Outpatient services include: assessment, treatment planning, individual counseling, group counseling, family therapy, patient education, medication services, collateral services, care coordination, MAT for OUD, MAT for AUD and other non-opioid SUDs, recovery services, and SUD crisis intervention services.

3. Services may be provided in-person, by telephone, or by telehealth, and in any appropriate setting in the community.

Intensive Outpatient Services (ASAM Level 2.1)

1. Intensive outpatient services involves structured programming provided to members as medically necessary for a minimum of nine hours and a maximum of 19 hours per week for adult perinatal and non-perinatal members. Adolescents are provided a minimum of six and a maximum of 19 hours per week. Group size is limited to no less than two (2) and no more than twelve (12) members.

    a. The contractor-operated and subcontracted DMC-ODS providers may provide more than 19 hours per week to adults when determined by a Medical Director or an LPHA to be medical necessary, and in accordance with the individualized treatment plan.

    b. ii. The contractor-operated and subcontracted DMC-ODS providers may extend a member's length of treatment when determined by a Medical Director or an LPHA to be medically necessary, and in accordance with the individualized treatment plan.

2. Intensive outpatient services includes: assessment, individual counseling, group counseling, family therapy, patient education, medication services, care coordination, MAT for OUD, MAT for AUD and other non-opioid SUDs, recovery services, and SUD crisis intervention services.

3. Services may be provided in-person, by telephone, or by telehealth, and in any appropriate setting in the community.

Residential Treatment Services (ASAM Levels 3.1 to 3.5)

1. Residential services are provided in DHCS or DSS licensed residential facilities that also have DMC-ODS certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria.

2. Residential services can be provided in facilities with no bed capacity limit.

3. The length of residential services shall be determined by individualized clinical needs.

    a. The average length of stay for residential services is 30 days.

    b. Perinatal members shall receive a length of stay for the duration of their pregnancy, plus 60 days postpartum, or longer as clinically necessary.

Clinician Consultation

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

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

Withdrawal Management

1. Withdrawal Management Services are provided to members experiencing withdrawal in outpatient and residential settings.

2. Withdrawal Management Services are urgent and provided on a short-term basis. When provided as part of Withdrawal Management Services, service activities, such as the assessment, focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a level of care where comprehensive treatment services are provided.

3. A full ASAM Criteria assessment shall not be required as a condition of admission to a facility providing Withdrawal Management. To facilitate an appropriate care transition, a full ASAM assessment, brief screening, or other tool to support referral to additional services is appropriate.

4. Withdrawal Management Services may be provided in an outpatient, residential or inpatient setting. If a member is receiving Withdrawal Management in a residential setting, each member shall reside at the facility. All members receiving Withdrawal Management services, regardless in which type of setting, shall be monitored during the withdrawal management process.

5. Withdrawal Management Services include the following service components:

    a. Assessment
    b. Care Coordination
    c. Medication Services
    d. MAT for OUD
    e. MAT for AUD and other non-opioid SUDs
    f. Observation
    g. Recovery Services

Voluntary Termination of DMC-ODS Services

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

Nullification of DMC-ODS Services

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

Hatch Act

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

No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

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

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

Health Insurance Portability and Accountability Act (HIPAA) of 1996

1. If any of the work performed under this Contract is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA.

2. Trading Partner Requirements

    a. Contractor hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a)).

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

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

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

Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Enhanced CLAS Standards Check List) and comply with 42 CFR

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

Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702.

For full text of the award term, go to:
https://uscode.house.gov/view.xhtml?req=(title:22%20section:7104%20edition:prelim)

Adolescent Substance Use Disorder Best Practice Guide

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

Nondiscrimination in Employment and Services

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

Federal Law Requirements:

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

ii. Title IX of the Education Amendments of 1972 (regarding education and programs and activities), if applicable.

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

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

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

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

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

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

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

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

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

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

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

State Law Requirements:

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

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

iii. Title 9, Division 4, Chapter 8, commencing with Section 10800.

iv. No state or Federal funds shall be used by the Contractor for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor to provide direct, immediate, or substantial support to any religious activity.

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

Investigations and Confidentiality of Administrative Actions

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

Member Problem Resolution Process

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

i. A grievance process

i. An appeal process

iii. An expedited appeal process.

Contract

Provider contracts shall:

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

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

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

Ensure monitoring of the providers performance on an ongoing basis and subject it to an annual onsite review, consistent with statutes, regulations, and Article III.XX (Requirements for Services) of the DHCS DMC-ODS IA.

Ensures BHS identifies deficiencies or areas for improvement, the providers take corrective actions and BHS shall ensure that the provider implements these corrective actions.

Provider contracts shall include the following provider requirements in all subcontracts with providers:

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

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

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

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

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

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

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

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

Contractor Monitoring

BHS shall conduct, at least annually, a utilization review of DMC-ODS providers to ensure covered services are being appropriately rendered. The annual review shall include an on-site visit of the service provider. Reports of the annual review shall be provided to DHCS' County/Provider Operations and Monitoring Branch.

State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews

1. DHCS shall conduct Postservice Postpayment and Postservice Prepayment (PSPP) Utilization Reviews of the contracted DMC-ODS providers to determine whether the DMC-ODS services were provided in accordance with Article III.XX (Requirements for Services) of the DHCS DMC-ODS IA. DHCS shall issue the PSPP report to BHS with a copy to the DMC-ODS provider. BHS shall be responsible for their providers and Contractor-operated programs to ensure any deficiencies are remediated.

2. The Department shall recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid, DMC-ODS services have been improperly utilized, and requirements of Article III.XX the DHCS DMC-ODS IA were not met.

3. All deficiencies identified by PSPP reports, whether or not a recovery of funds results, shall be corrected and BHS shall submit a Contractor-approved CAP. The CAP shall be submitted to the DHCS Analyst that conducted the review, within 60 days of the date of the PSPP report. a. The CAP shall:

    a. Be documented on the DHCS CAP template.

    b. Provide a specific description of how the deficiency shall be corrected.

    c. Identify the title of the individual(s) responsible for:

        i. Correcting the deficiency;

        ii. Ensuring on-going compliance;

    d. Provide a specific description of how the provider will ensure on-going compliance;

    e. Specify the target date of implementation of the corrective action.

    f. DHCS shall provide written approval of the CAP to BHS with a copy to the provider. If DHCS does not approve the CAP, DHCS shall provide guidance on the deficient areas and request an updated CAP from BHS with a copy to the provider. BHS shall submit an updated CAP to the DHCS Analyst that conducted the review, within 30 days of notification.

g. If a CAP is not submitted, or, the provider does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from BHS until the entity that provided the services is in compliance with this Exhibit A, Attachment I. DHCS shall inform BHS when funds shall be withheld.

Reporting Requirements

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

a. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements.

b. Providers shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.

c. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in (Document 3S) for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

2. Drug and Alcohol Treatment Access Report (DATAR)

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

Training

BHS ensures providers receive training on the DMC-ODS requirements, at least annually.

BHS requires providers to be trained in the ASAM Criteria prior to providing services. At minimum, providers and staff conducting assessments are required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care". A third module entitled, "Introduction to The ASAM Criteria" is recommended for all county and provider staff participating in the Waiver. With assistance from the state, counties will facilitate ASAM provider trainings.

Record Retention

Providers shall refer to the BHS policy on record retention on record for the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to WIC 14124.1 and 42 CFR 438.3(h) and 438.3(u).

Subcontract Termination

BHS shall notify the Department of the termination of any subcontract with a certified provider, and the basis for termination of the subcontract, within two business days. BHS shall submit the notification by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov.

Control Requirements

Providers shall establish written policies and procedures consistent with the requirements listed in 2(c).

Be held accountable for audit exceptions taken by DHCS against BHS and its subcontractors for any failure to comply with these requirements:

i. HSC, Division 10.5, commencing with Section 11760

ii. Title 9, Division 4, Chapter 8, commencing with Section 13000

iii. Government Code Section 16367.8

iv. Title 42, CFR, Sections 8.1 through 8.6

v. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances

vi. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)

Providers shall be familiar with the above laws, regulations, and guidelines

The provisions of this Contract are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.

Performance Requirements

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

Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations.

Contractor shall ensure that in planning for the provision of services, the following barriers to services are considered and addressed:

a. Lack of educational materials or other resources for the provision of services.

b. Geographic isolation and transportation needs of persons seeking services or remoteness of services.

c. Institutional, cultural, and/or ethnicity barriers.

d. Language differences.

e. Lack of service advocates.

f. Failure to survey or otherwise identify the barriers to service accessibility.

g. Needs of persons with a disability.

Requirements for Services

1. **Confidentiality**

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

2. Perinatal Services

i. Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.

ii. Perinatal services shall include:

a. Mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792).

b. Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).

c. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant.

d. Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).

iii. Medical documentation that substantiates the member's pregnancy and the last day of pregnancy shall be maintained in the member record.

iv. Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to this Contract as Document 1G, incorporated by reference. The Contractor shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment.

3. Substance Use Disorder Medical Director

i. The SUD Medical Director's responsibilities shall, at a minimum, include all of the following:

a. Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care.

b. Ensure that physicians do not delegate their duties to non-physician personnel.

c. Develop and implement written medical policies and standards for the provider.

d. Ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards.

e. Ensure that the medical decisions made by physicians are not influenced by fiscal considerations.

f. Ensure that provider's physicians and LPHAs are adequately trained to perform diagnosis of substance use disorders for members, and determine the medical necessity of treatment for members.

g. Ensure that provider's physicians are adequately trained to perform other physician duties, as outlined in this section.

ii. The SUD Medical Director may delegate his/her responsibilities to a physician consistent with the provider's medical policies and standards; however, the SUD Medical Director shall remain responsible for ensuring all delegated duties are properly performed.

4. Provider Personnel

i. Personnel files shall be maintained on all employees, contracted positions, volunteers, and interns, and shall contain the following:

a. Application for employment and/or resume

b. Signed employment confirmation statement/duty statement

c. Job description

d. Performance evaluations

e. Health records/status as required by the provider, AOD Certification or CCR Title 9

f. Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries)

g. Training documentation relative to substance use disorders and treatment

h. Current registration, certification, intern status, or licensure

i. Proof of continuing education required by licensing or certifying agency and program

j. Provider's Code of Conduct.

k. Documentation of completion of personnel requirements set forth in BHIN 21-001 for personnel providing detoxification checks.

ii. Job descriptions shall be developed, revised as needed, and approved by the provider's governing body. The job descriptions shall include:

a. Position title and classification

b. Duties and responsibilities

c. Lines of supervision

d. Education, training, work experience, and other qualifications for the position

iii. Written provider code of conduct for employees and volunteers/interns shall be established which addresses at least the following:

a. Use of drugs and/or alcohol

b. Prohibition of social/business relationship with members or their family members for personal gain

c. Prohibition of sexual contact with members

d. Conflict of interest

e. Providing services beyond scope

f. Discrimination against members or staff g. Verbally, physically, or sexually harassing, threatening or abusing members, family members or other staff

g. Protection of member confidentiality

h. Cooperate with complaint investigations

iv. If a provider utilizes the services of volunteers and/or interns, written procedures shall be implemented which address:

a. Recruitment

b. Screening and Selection

c. Training and orientation

d. Duties and assignments

e. Scope of practice

f. Supervision

g. Evaluation

h. Protection of member confidentiality

v. Written roles and responsibilities and a code of conduct for the Medical Director shall be clearly documented, signed and dated by a provider representative and the physician.

Documentation Requirements

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

Member Record

i. In addition to the requirements of 22 CCR § 51476(a), the provider shall:

a. Establish, maintain, and update as necessary, an individual member record for each member admitted to treatment and receiving services.

b. Each member's individual member record shall include documentation of personal information.

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

ii. Documentation of treatment must align with BHIN 23-068.

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

a. Intake and admission data including, a physical examination, if applicable.

b. DMC-ODS Level of Care Assessments using ASAM Criteria consistent with BHIN 21-001 or subsequent DHCS guidance.

c. Problem List consistent with BHIN 23-068 or subsequent DHCS guidance.

d. Treatment plans required for DMC-ODS Residential Treatment Services and Withdrawal Management Services provided in DHCS LOC designated AOD Treatment Facilities consistent with BHIN 21-001, Exhibit A, or subsequent DHCS guidance.

e. Progress notes consistent with BHIN 23-068 or subsequent DHCS guidance.

f. Continuing services justifications.

g. Laboratory test orders and results.

h. Referrals.

i. Discharge plan.

j. Discharge summary.

k. Contractor authorizations for Residential Services.

l. Any other information relating to the treatment services rendered to the member.

Physical Examination Requirements

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

Reimbursement of Documentation

BHS allows for the inclusion of the time spent documenting when billing for a unit of service delivered, providers are required to include the following information in their progress notes:

a. The date the progress note was completed.

b. The start and end time of the documentation of the progress note.

ii. Documentation activities shall be billed as a part of the covered service unit.

DOCUMENTS INCORPORATED BY REFERENCE

DHCS Behavioral Health Information Notice (BHIN) No. 23-068, Updates to Documentation Requirements for all Specialty Mental Health (SMH), Drug Medi-Cal (DMC), and Drug Medi-Cal Organized Delivery System (DMC-ODS) Services
chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.dhcs.ca.gov/Documents/BHIN-23-068-Documentation-Requirements-for-SMH-DMC-and-DMC-ODS-Services.pdf

DHCS BHIN No. 24-001, Drug Medi-Cal Organized Delivery System (DMC-ODS) Requirements for the Period of 2022 – 2026
chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.dhcs.ca.gov/Documents/BHIN-24-001-DMC-ODS-Requirements-for-the-Period-of-2022-2026.pdf

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

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

Document 1C: Driving-Under-the-Influence Program Requirements
https://www.dhcs.ca.gov/individuals/Pages/DUI.aspx

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services
https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_1/Document_1F(a)_-_County_Reporting_Requirement_Matrix-ADP_and_DHCS.pdf

Document 1G: Substance Use Disorder Perinatal Practice Guidelines November 2025
https://www.dhcs.ca.gov/services/MH/Documents/Perinatal-Practice-Guidelines-2025.pdf

Document 1H(a): Service Code Descriptions
https://www.dhcs.ca.gov/provgovpart/Documents/DMC_ODS_Place_of_Service_Codes.pdf

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

Document 1J(b): DMC Audit Appeals Process
https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_1/Document_1J(b)_-_DMC_Audit_Appeal_Process.pdf

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)
https://www.dhcs.ca.gov/provgovpart/Documents/DATARWeb_Manual_04-15-2014.pdf

Document 1P: Alcohol and/or Other Drug Program Certification Standards
https://www.dhcs.ca.gov/services/adp/Pages/Drug_MediCal.aspx

Document 1T: CalOMS Prevention Data Quality Standards

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

Document 1V: Adolescent Substance Use Disorder Best Practices Guide
https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995
https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_2K-2Lc/2a_Document_2A-Sobky_v._Smoley.pdf

Document 2E: Drug Medi-Cal Certification Standards for Substance Use Disorder Clinics
https://www.dhcs.ca.gov/services/adp/Pages/Drug_MediCal.aspx

Document 2L(a): Good Cause Certification (6065A)
https://www.dhcs.ca.gov/formsandpubs/Documents/DHCS_6065A_FORM.pdf

Document 2L(b): Good Cause Certification (6065B)
https://www.dhcs.ca.gov/formsandpubs/Documents/DHCS_6065B_FORM.pdf

Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement
https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_2P/Document_2P_-_1213_County_Certification_Form.pdf

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

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

Document 3S CalOMS Treatment Data Compliance Standards
https://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Data_Cmpliance%20Standards%202014.pdf

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

Document 5A : Confidentiality Agreement
https://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SUD%20PPFD%20Contracts/Document_5A_Confidentiality_Agreement.pdf

Part II – Substance Use Block Grant Services

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

Federal Award Subrecipient

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

2. Contractor is a subrecipient and subject to all applicable administrative requirements, cost principles, and audit requirements that govern federal monies associated with the SUBG set forth in the Uniform Guidance 2 CFR Part 200, as codified by the U.S. Department of Health and Human Services (HHS) at 45 CFR Part 75. 3.

STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions: a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations. b) Establish a Drug-Free Awareness Program to inform employees about: 1. the dangers of drug abuse in the workplace; 2. the person's or organization's policy of maintaining a drug-free workplace; 3. any available counseling, rehabilitation and employee assistance programs; and, 4. penalties that may be imposed upon employees for drug abuse violations. c) Provide that every employee who works on the proposed Agreement will: 1. receive a copy of the company's drug-free policy statement; and, 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor

of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT: a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website and Public Contract Code Section 6108. b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a). DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA: a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled. b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax. c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

Section 1 – Control Requirements

1. Contractors shall establish, written policies and procedures consistent with the control requirements set forth below; (ii) BHS will monitor for compliance with the written procedures; and (iii) be accountable for audit exceptions taken by DHCS against the BHS and its subcontractors for any failure to comply with these requirements:

    a) HSC, Division 10.5, Part 2 commencing with Section 11760.

    b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000.

    c) Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7.

    d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.

    e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.

    f) Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.

    g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.

    h) Title 42, CFR, Sections 8.1 through 8.6.

    i) Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

    j) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.

    k) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

Contractors should be familiar with the above laws, regulations, and guidelines.

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

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

    The Contractor further acknowledges and affirms that:

    a. It understands the requirements of Health and Safety Code Section 11999.2, as applicable to programs funded under this Contract;

    b. It has reviewed the portions of its programs and operations that are subject to Health and Safety Code Section 11999.2; and

    c. To the best of its knowledge and belief, the applicable portions of its programs comply with the requirements of Health and Safety Code Section 11999.2.

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

3. Contractors shall comply with the Minimum Quality Drug Treatment Standards for SUBG for all SUD treatment programs either partially or fully funded by SUBG. The Minimum Quality Drug Treatment Standards for SUBG are attached to this Contract as Document, incorporated by reference. The incorporation of any new Minimum Quality Drug Treatment Standards into this Contract shall not require a formal amendment.

Section 2 – General Provisions

A. Restrictions on Salaries Contractor agrees that no part of any federal funds provided under this Contract shall be used to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at https://grants.nih.gov/grants/policy/salcap_summary.htm. SUBG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SUBG funds (Reference: Terms and Conditions of the SUBG award).

B. Primary Prevention

   1. The SUBG regulation defines "Primary Prevention Programs" as those programs "directed at individuals who have not been determined to require treatment for substance " (45 CFR 96.121), and "a comprehensive prevention program which includes a broad array of prevention strategies directed at individuals not identified to be in need of better treatment" (45 CFR 96.125). Primary prevention includes strategies, programs, and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic Alcohol and Other Drug (AOD) availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families, and communities. The Contractor shall expend not less than its allocated amount of the SUBG Primary Prevention Set-Aside funds on primary prevention as described in the SUBG requirements (45 CFR 96.124).

C. Perinatal Practice Guidelines

   Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines FY 2018-19 are attached to this Contract, incorporated by reference. The Contractor shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment. Contractor receiving SUBG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

D. Funds identified in this Contract shall be used exclusively for county alcohol and drug abuse services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance abuse described in subchapter XVII of Chapter 6A of Title 42, the USC.

E. Room and Board for Transitional Housing, Recovery Residences, and Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment.

1. BHS uses SUBG discretionary funds, or SUBG perinatal funds (for perinatal members only), to cover the cost of room and board of residents in short term (up to 24 months) transitional housing and recovery residences. SUBG discretionary funds, or SUBG perinatal funds (for perinatal members only), are used to cover the cost of room and board of residents in DMC-ODS residential treatment facilities.

Section 3 - Performance Provisions

A. Monitoring
   1. Whether the quantity of work or services being performed conforms to Exhibit B.
   2. BHS monitors that the contractor is abiding by all the terms and requirements of this Contract.
   3. Whether the Contractor is abiding by the terms of the Perinatal Practice Guidelines.

B. Performance Requirements

1. Contractors shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:

   a) Lack of educational materials or other resources for the provision of services.

   b) Geographic isolation and transportation needs of persons seeking services or remoteness of services.

   c) Institutional, cultural, and/or ethnicity barriers.

   d) Language differences.

   e) Lack of service advocates.

   f) Failure to survey or otherwise identify the barriers to service accessibility.

   g) Needs of persons with a disability.

2. Contractor shall comply with any additional requirements of the documents that have been incorporated herein by reference.

Section 4 – General

A. Additional Contract Restrictions. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

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

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs. Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall

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

D. Noncompliance with Reporting Requirements. Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

E. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances. None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

F. Debarment and Suspension. Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001. If a Contractor subcontracts or employs an excluded party DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

G. Restriction on Distribution of Sterile Needles. No SUBG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996. All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

    a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

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

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

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

2. Concurrence for Test Modifications to HHS Transaction Standards Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

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

4. Deficiencies. Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention. Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

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

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

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

K. Cultural and Linguistic Proficiency. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Interim Services. (42 USC 300x-27 and 45 CFR 96.131) are made available within 48 hours to pregnant individuals and individuals who inject drugs (IVDUs) when appropriate treatment capacity is not immediately available. These services include counseling, education on HIV and tuberculosis risks, prenatal care and referrals (for pregnant individuals), and other support services as required by federal and state regulations. Interim services are provided to safeguard the health and well-being of individuals awaiting admission into treatment.

M. Intravenous Drug Use (IVDU) Treatment. Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

N. Tuberculosis Treatment. Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

2. Reduce barriers to patients' accepting TB treatment.

3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

O. Trafficking Victims Protection Act of 2000. Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

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

Q. Participation of County Behavioral Health Director's Association of California. The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services. The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

R. Contractors providing services to youth must abide by the Substance Use Disorder Services Adolescent Best Practices Guidelines, incorporated by this reference, "Adolescent Substance Use Disorder Best Practices Guide Adolescent Substance Use Disorder Best Practices Guide," in

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

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

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

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

U. Nondiscrimination in Employment and Services. By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

V. Federal Law Requirements:

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

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

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

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

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

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

W. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

X. Additional Contract Restrictions

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

Y. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a)

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

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

DOCUMENTS INCORPORATED BY REFERENCE

All SUBG documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website: https://www.dhcs.ca.gov/provgovpart/Pages/SAPT-Block-Grant-Contracts.aspx

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

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

Document: Driving-Under-the-Influence Program Requirements
https://www.dhcs.ca.gov/individuals/Pages/DUI.aspx

Document: Reporting Requirement Matrix - County Submission Requirements for the Department of Health Care Services
https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_1/Document_1F(a)_-_County_Reporting_Requirement_Matrix-ADP_and_DHCS.pdf

Document: Substance Use Disorder Perinatal Practice Guidelines August 2024
https://www.dhcs.ca.gov/services/MH/Documents/Perinatal-Practice-Guidelines-2024.pdf

Document: Drug and Alcohol Treatment Access Report (DATAR) User Manual
http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx

Document: Alcohol and/or Other Drug Program Certification Standards (May 1, 2017)
https://www.dhcs.ca.gov/services/adp/Pages/Drug_MediCal.aspx

Document: Adolescent Substance Use Disorder Best Practices Guide
https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

Document: Minimum Quality Drug Treatment Standards for SUBG
https://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SUD%20PPFD%20Contracts/Document_2Fb_Minimum_Quality_Drug_Treatment_Standards_for_SABG.pdf

Document: County Certification - Cost Report Year-End Claim For Reimbursement
https://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_2P/Document_2P_-_1213_County_Certification_Form.pdf

Document: California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 4 - Narcotic Treatment Programs
https://govt.westlaw.com/calregs/Search/Index

Document: California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 8 - Certification of Alcohol and Other Drug Counselors https://govt.westlaw.com/calregs/Search/Index

Document: CalOMS Treatment Data Collection Guide
http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collec tion_Guide_JAN%202014.pdf

Document: CalOMS Treatment Data Compliance Standards
http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_data_cmplia nce%20standards%202014.pdf

Document: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
https://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SUD%20PPFD%20Contracts/Document_3T_Non_Drug_Medi_Cal_and_Drug_Medi_Cal_Local_Assistance_Funding_Matrix.pdf

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

Document: Confidentiality Agreement
https://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SUD%20PPFD%20Contracts/Document_5A_Confidentiality_Agreement.pdf

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