

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

**Agreement between the City and County of San Francisco and
Bayview Hunters Point Foundation**

This Agreement is made this first day of July, 2018, in the City and County of San Francisco, State of California, by and between Bayview Hunters Point Foundation 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94134, a non-profit ("Contractor") and City.

Recitals

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

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal ("RFP") RFP 8-2017, issued on 8/17/17, RFP 1-2017 issued on 3/7/17, Sole Source Code Chapter 21.42 approved on 9/5/18, Request for Qualifications ("RFQ") RFQ 17-2016 issued on 7/20/16, in which City selected Contractor as the highest qualified scorer pursuant to the solicitations; and

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

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

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

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

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

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

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

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

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

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

Article 2 Term of the Agreement

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

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

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

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

Article 3 Financial Matters

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

Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Seven Hundred Fifty Seven Thousand Eight Hundred Six Dollars (\$9,757,806)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

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

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall

be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

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

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

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

3.3.7 Federal and/or State Funded Contracts.

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

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

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

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

Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

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

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

3.4.2 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

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

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

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

Article 4 Services and Resources

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

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

4.3 **Subcontracting.**

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

4.3.2 Contractor will not employ subcontractors.

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

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

a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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

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

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

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

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

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

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

(e) Blanket Fidelity Bond (Commercial Blanket Bond): Limits in the amount of the Initial Payment provided for in the Agreement.

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

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

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

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

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

5.1.6 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the

lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

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

5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

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

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

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

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

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

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the

information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2 Termination for Default; Remedies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

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

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

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements**

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

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in

the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

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

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

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

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

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

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

bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure)

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

10.14 Consideration of Criminal History in Hiring and Employment Decisions

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

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

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

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

10.17 **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will 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.

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

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

Article 11 General Provisions

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

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

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

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

11.3 **Reserved.**

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

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

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

11.6 Dispute Resolution Procedure.

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

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

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

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

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

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

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

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

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

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

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

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

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

12.3 Emergency Response.

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

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

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

13.3 Business Associate Agreement.

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

The parties acknowledge that CONTRACTOR will:

1. ☒ Do at least one or more of the following:
 - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or

B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
 - 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 - 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ☐ **NOT** do any of the activities listed above in subsection 1;
Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

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

Article 14 MacBride And Signature

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

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

CITY

Recommended by:



Greg Wagner
Acting Director of Health
Department of Public Health

CONTRACTOR

Bayview Hunters Point Foundation



Lilian Kim Shine
Executive Director

Supplier ID: 0000024522

Approved as to Form:

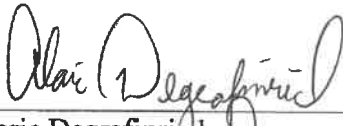
Dennis J. Herrera
City Attorney

By:

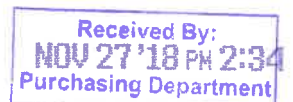


Deputy City Attorney

Approved:



Alaric Degrafinried
Director of the Office of Contract Administration, and
Purchaser



Appendices

- A: Scope of Services
- A-1: Adult Behavioral Health
- A-2: School-Based Centers (Balboa)
- A-3: Children Outpatient
- A-4: Dimensions LGBT Outpatient
- A-5: Jelani Family Program
- B: Calculation of Charges
- B-1: Adult Behavioral Health
- B-2: School-Based Centers (Balboa)
- B-3: Children Outpatient
- B-4: Dimensions LGBT Outpatient
- B-5: Jelani Family Program
- C: Reserved
- D: Reserved
- E: Business Associate Agreement & Attestations
- F: Invoice
- G: Dispute Resolution Procedure for Health and Human Services Nonprofit Contractors
- H: Privacy Policy Compliance Standards
- I: Declaration of Compliance
- J: SUBSTANCE USE DISORDER SERVICES such as Drug Medi-Cal, Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant, Primary Prevention or State Funded Services Grant Terms

Appendix A Scope of Services – DPH Behavioral Health Services

1. Terms

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

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

1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

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

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

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

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1. Identifiers:

Program Name: Bayview Hunters Point Foundation
 Adult Behavioral Health
 Program Address:
 5815 Third Street
 San Francisco, CA 94124
 Telephone: (415) 822-7500
 Facsimile: (415) 822-9767
www.bayviewci.org
 Lillian Shine, Executive Director
 Karen Patterson, Director, Adult Behavioral Health
 Program Code: 3851-3

2. Nature of Document

☒ Original ☐ Contract Amendment ☐ Internal Contract Revision

Goal Statement

To provide integrated mental health services for adults, adolescents, and children. The Foundation's goal for the provision of these services is to:

- Continue and expand mental health outpatient services for adults of all ages through the *Adult Behavioral Health (BVHPF ABH)*;
- Provide goals-focused behavioral health services so clients become self-sufficient and independent.

3. Target Population

San Francisco's residents in the mental health system who meet the County's eligibility guidelines and admissions criteria as identified through the ACCESS Information referral system. More specifically, residents of Southeast neighborhoods make up this target population which includes Potrero Hill and Visitacion Valley, and prioritizes residents who reside in public housing, as well as adults, adolescents and families of all cultural backgrounds. In addition, BVHPF ABH will serve schools that are located specifically within the SFUSD's Bayview Superintendent Zone.

BVHPF IBHS clients will be residents from zip codes (but not limited to) 94124, 94134 and 94107. This will include Potrero Hill and Visitacion Valley neighborhoods. While Bayview Hunters Point Foundation welcomes and Services all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of the African-American population in the Bayview Hunters Point, Potrero Hill and Visitacion Valley neighborhoods of San Francisco.

4. Modality of Service/Intervention

Please see Appendix B CRDC page.

5. Methodology

A. Community Engagement and Outreach

BVHPF IBHS conducts community engagement and outreach through various community activities and agencies within Bayview Hunters Point, Potrero Hill, and Visitacion Valley, including city-wide events such as Homeless Connect. Different staff members will participate in various service provider networks or sit on various boards that involve community organizations and groups whose agendas are specific to Bayview Hunters Point neighborhoods. When appropriate, BVHPF IBHS flyers will be distributed at appropriate venues as advertisements and

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services connections. The BVHPF IBHS will also use the Internet to reach beyond the targeted neighborhoods of the Southeast section of the city.

B. Admission Criteria

Clients served at BVHPF IBHS must meet eligibility requirements of BHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled in the services offered by the program. If clients are in-between counties, they can be seen for services up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco guidelines. Services can also be made available to clients if income levels are within the state's uniform patient fee schedule for community mental health services. Other program clients may qualify based on assessments done through Educationally Related Mental Health Services (ERMHS) and the San Francisco Unified School District (SFUSD).

C. Delivery Model

The BVHPF IBHS conducts outpatient services that are clinic-based and school-based. For all client cases, close monitoring and oversight will occur by the assigned clinician for the purpose of addressing the different stages of change and recovery. This monitoring is designed to ensure stability and consistency of treatment interventions.

Program services will be delivered within the context of guidelines which include:

- System-wide standards of accountability based on cost, access, quality and outcomes;
- A single point of entry for adult and children's services;
- A common definition of the priority target population;
- The use of common admission and discharge criteria for coordinated care for all clients;
- Culturally and linguistically appropriate services;
- Provision of a standard core of services.

To fulfill the San Francisco Department of Public Health's mission to ensure an active system of care for San Franciscans, the BVHPF IBHS will participate in the BHS Advanced Access initiative by:

- Providing intake assessment and medication evaluation as needed, within 24-48 hours of request;
- Ensuring timely collection and reporting of data to BHS as required. The BVHPF IBHS will provide quarterly measures of new client demand according to Advanced Access reporting methodology, and more frequently if required by BHS;
- Providing and documenting the initial risk assessment within AVATAR within 24-48 hours of request for service;
- Adhering to BHS guidelines regarding assessment and treatment of indigent (uninsured) clients;
- Measuring delay of access for both new and ongoing clients on at least a monthly basis according to Advanced Access reporting methodology, and more frequently if required by BHS.

The Bayview Hunters Point Foundation acknowledges the merits of comprehensive services models, and prioritizes collaborative program strategies. The promotion of integrated behavioral health models is specifically addressed within the Foundation's behavioral health and substance use disorders programs. Through ongoing service efforts, this collaborative relationship provides enhancement and sustainable levels of functioning and well-being for clients of both the behavioral health and the substance use disorders programs. The Bayview Integrated Behavioral Health and the Bayview Substance Use Disorders Programs work together to provide goals-oriented interventions for clients who are dually diagnosed and who will benefit from specialty services.

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

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

Program services of Bayview Integrated Behavioral Health will be delivered within the context of integrated mental health and substance use disorders service guidelines. These guidelines include several components of evidence-based integrated programs according to Drake, Essock, and colleagues (2001):

- *Staged interventions* where stages of treatment (engagement, persuasion, active treatment and relapse prevention) are delivered based on individual readiness for each stage;
- *Motivational interventions* which involve helping the individual identify goals and recognize that not managing one's illnesses interferes with attaining these goals;
- *Counseling* to help clients develop skills and supports to control symptoms and pursue abstinent lifestyles;
- *Social support interventions* which recognize the role of social networks and peer support in recovery from dual disorders;
- *Long-term perspective* which recognizes that recovery may occur over months or years;
- *Comprehensiveness* in helping individuals transform many aspects of their lives, habits, stress, management, friends, activities, and housing;
- *Cultural sensitivity and competence* which are critical to engaging clients.

Strategies that clinicians and interns of the BVHPF IBHS will use in the treatment of clients include: *Motivational Interviewing, Cognitive Behavioral Therapy, Insight Oriented Therapy, Family Systems Therapy, and Evidence-Based Practices*. All strategies listed will use, in one form or another:

- *Assessments*
- *Group Therapy*
- *Individual Therapy*
- *Collateral Services*
- *Targeted Case Management*
- *Medication Support Services*
- *Crisis Intervention*
- *Case Management/Brokerage*
- *Services to Dually Diagnosed Clients*
- *Referral Services*
- *Urgent Care*

The Bayview Hunters Point Foundation Integrated Behavioral Health Service operates from 9:00am to 5:00pm Monday through Friday. Referral and intake services are coordinated through IBHS medical records and clinical staff members.

The BVHPF IBHS will provide services in the preferred language of the consumer (including sign language that will be provided through the Department of Public Health) and will make provisions for the use of trained interpreters when needed.

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D. Exit Criteria

The exit criteria for BVHPF IBHS are based upon clients' indicating that they have met their goals for treatment. Staff will meet with clients to process terminating treatment and to acknowledge that a client's goals have, in fact, been met. Staff will have provided linkages to outside independent services such as housing, case managers, medical providers, job training, substance abuse services, and medications during treatment so that there is a network of continuous resources for the client, as needed. These criteria may also be met in the form of a client becoming a meds-only client.

E. Staffing

The Bayview Integrated Behavioral Health Service is a component of a community-based human services agency which represents appropriate services response for a diverse, multi-ethnic population. The BVHPF IBHS is staffed with licensed and license-eligible marriage & family therapists, social workers, psychologists, and board certified psychiatrists who are oriented to the community and responsive to the issues of ethnicity, culture, language, and gender. The Foundation understands the importance of race, culture and language in its service provision, and maintains staffing and programming which appropriately respond to these issues. Recruitment and hiring of staff ensures competency to deliver and manage culturally and linguistically appropriate services to the populations served, and provision of effective program and therapeutic interventions designed to meet the special clinical needs of diverse populations. Diverse populations include those from racial, ethnic and cultural backgrounds, homeless individuals, and individuals of varied sexual orientations and disabilities.

7. Objectives and Measurements

A. Required Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives, Fiscal Year 2018-2019.

B. Individualized Program Objectives

None

8. Continuous Quality Improvement

The Bayview Integrated Behavioral Health Service, (Adult and Children's Programs), follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. Such discussions include productivity standards and requirements. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and quality of services/ The BVHPF IBHS identifies any areas of improvement needed in clinical services provided to clients through regular chart reviews. The chart reviews are conducted on a regularly scheduled basis. Avatar reports provide critical staff and program information relative to required charting and recordkeeping, documentation timelines, staff activity, caseloads, billing categories and achievement, and other current data which are useful in evaluating performance and for making informed program and clinical decisions. In meeting quality assurance guidelines and efforts, all clinical staff of the Bayview Integrated Behavioral Health Service also participates in regularly scheduled Clinical Case Conferences which provide ongoing opportunities for case presentation, development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning.

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

The Adult and Children's Programs monitor documentation via a staff PURQC (Program Utilization Review Quality Committee) structure which meets weekly for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety. (See attached PURQC form, Confidential Administrative Records form, Client Service Authorization (CSA) Request form).

PURQC Chart Compliance:

Within two months or 15 hours following the date of opening, all clinicians are required to PURQC their clients' charts. The following 12-point checklist is to be used:

1. Assessment
2. Medical Necessity Statement
3. Diagnosis (accurate and justified)
4. Treatment Plan of Care Goals (specific, observable and quantifiable. Goals must be reflected in notes and signed and dated by client)
5. Progress Notes (to include interventions and responses)
6. Treatment modalities/frequency (appropriateness relative to Treatment Plan)
7. Case Conference requirements (ROI's appropriate and in client's file)
8. Step-down required and reason given
9. Termination and discharge
10. Co-signatures (No missing signatures on all applicable documents)
11. Referrals
12. Discussion with Supervisor
- 13.

Recommendation Feedback to the clinician section must be filled out. This section identifies any missing signatures, and serves as a reminder that ID boxes at the top of each page (front and back) need to be filled out. All goals must be quantifiable, etc. From the information gathered, the chart is PURQC approved and authorization given in accordance with the PURQC CBHS Adult/Older Adult Service Intensity Guidelines. If all information is not available, the chart will only be approved conditionally or will not be approved at all. Any denied or pending PURQC cases are returned to review based on specific timeframes.

Additional PURQC options include:

1. Approved with adjustment based on the information gathered from the form;
2. Conditional approval with resubmission required within a week's time; or
3. Denied, based on stated reasons.

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Reviewer signs the form and dates it. A log is maintained of all PURQC forms signed, approved, or disallowed, and includes the number of hours requested for authorization. PURQC recommendations are then returned to the clinicians for appropriate corrections and resubmission of the recommendation sheet to the PURQC Committee for review the following week. After the initial PURQC, charts rotate through the PURQC process annually in accordance with clients' Treatment Plan of Care renewal dates.

During weekly staff meetings, quality performance objectives are discussed relative to the guidelines of the Bayview Integrated Behavioral Health Service policies and procedures. These discussions are designed to ensure that services under Reporting Unit 3851-3 remain on track and in response to Fiscal Year 2018-2019 Performance Objectives. Staff discussions of performance objectives will also include on-site trainings relative to meeting identified objectives. Avatar reports will be used to assist in tracking achievement of performance objectives and the review of clinical documentation.

Cultural Competency:

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

Consumer/Client Satisfaction:

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

Timely Completion of Outcome Data:

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

Accountability and Compliance:

The Bayview Integrated Behavioral Health Service programs (both Adult and Children's Services) will comply with the San Francisco Health Commission, local, state, federal, and/or funding source policies and requirements such as the Health Insurance Portability Accountability Act (HIPAA), and Cultural Competency Guidelines.

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9. Required Language (if applicable):
N/A

1. Identifiers:

Program Name: School-based Centers (Balboa)
Program Address: 1000 Cayuga Avenue Room 156
City, State, ZIP: San Francisco CA 94112
Telephone: 415.469.4512 FAX: 415.337.2135
Website Address: www.sfdph.org

Contractor Address: 150 Executive Park Blvd, Suite 2800
City, State, ZIP: San Francisco, CA 94134
Person Completing this Narrative: Kim Shine, Executive Director
Telephone: (415) 468-5100
Email Address: Lillian.shine@bayviewci.org
Program Code(s): 38518

2. Nature of Document:

☒ New ☐ Renewal ☐ Modification

3. Goal Statement:

- Provide prevention and early intervention behavioral health services including (1) prevention activities that address stigma, and increase awareness of and access to services, (2) screening, assessment, short-term crisis and individual/group counseling services to students and their families
- Integrate completely into the student support efforts at Balboa High School provided through the San Francisco Unified School District.

4. Target Population:

Male, female and transgender youth ages 11-19, who come from a low socio-economic background, on General Assistance or who are unemployed, who speak English, Spanish or Chinese. While Bayview Hunters Point Foundation welcomes and Services all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of the those who live in the following Zip Codes: 94112, 94134, 94131, 94124, 94127, 94110 African-American population in the Bayview Hunters Point and Sunnysdale neighborhoods of San Francisco.

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

Please Appendix B CRDC page.

Leadership Development (MHSA Activity Category)

- (1) Youth Advisory Board (YAB): The behavioral health team will work with BTHC's Youth Advisory Board (YAB) and coordinator to (1) train peer advocates/educators and (2) develop education and outreach materials and content that (a) address the issue of stigma related to youth accessing BH services, (b) educate on minor consent and access to services, and (c) present several behavioral health issues common to our target population with support options.

Timeline: July 2018- June 2019: ongoing peer development and training
UOS: 200 hours leadership development - youth training/development

Outreach and Engagement (MHSA Activity Category)

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

Timeline: August/September 2018: revise classroom presentations as needed

October: Coordinate group trainings with classroom teachers and health educator or YAB members- prepare to implement lessons.

October 2018 – June 2019: implement classroom outreach/lessons

UOS: 60 hours outreach and engagement (20 classes (1.5 hours each) + 1.5 hours preparation for each class)

(3) Parent/ Family/ Community outreach and engagement: With guidance from staff Health Educators, The BTHC YAB will produce and lead two community theater events annually, inviting students, their parents and other family members, Balboa High School teachers and administrators, and others to attend. These "Forum Theater Productions" will highlight behavioral health issues relating to youths' lives and focus on destigmatizing mental health difficulties and accessing care. They will serve to help parents to understand normal adolescent development, identify issues impacting positive development, and address parental roles in supporting healthy youth. In addition BTHC staff will work with parent liaisons at Balboa High School to inform parents of services available through the clinic and to engage them in outreach activities. This may include staff attendance and presentations at monthly school Parent-Teacher-Student Association (PTSA) meetings and utilizing the PTSA newsletter to send out information and elicit feedback on a monthly basis. Clinic staff and the YAB will also participate in periodic clinic open houses, during school wide parent events- inviting families to come and see the clinic and learn about its services.

Timeline: September 2018-June 2019:

UOS: 30 hours total (2 2-hour theater presentations + 10 hours preparation per presentation + 2 clinic open houses at 2 hours each + 4 PTSA meetings annually, including preparation time for each meeting)

Screening and Assessment (MHSA Activity Category)

(4) Screening: 120 youth

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

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

Timeline: July 2018 – June 2019, services are ongoing

UOS: 120 hours screening (120 youth/families X average 60 minute screening)

(5) Assessment: 95 youth will be assessed for services

Timeline: services are ongoing July 2018 – June 2019
UOS: 95 hours assessment services (95 youth X one hour)

Crisis Response (MHSA Activity Category)

(6) Crisis intervention: will be provided as needed; this may include both individual and group services;
Timeline: services are ongoing August 2018 – June 2019
UOS: 50 hours crisis intervention (20 youth X 2.5 hour's average time spent/client)

Training and Coaching (MHSA Activity Category)

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

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

Timeline: July 2018 – June 2019: weekly and monthly consultation groups
UOS: 100 hours training and coaching (40 weekly BTHC team meetings + 10 monthly CHPY team meetings at an average of 2 hours per meeting + time for additional staff trainings)

Mental Health Consultation (MHSA Activity Category)

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

Timeline: September 2018 – June 2019: services are ongoing
UOS: 50 hours group consultation (25 meetings X 2 hours each)

UOS: 50 hours individual consultation (100 individual consults X 30 minutes average)

Early Intervention Services and Strategies

Youth N= 155 (105 individual, 50 group with duplication)

+ Family members/Other Adults as indicated

UOS = 1040

Individual Therapeutic Services (MHSA Activity Category)

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

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

Group Therapeutic Services (MHSA Activity Category)

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

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

6. Methodology:

A. The services of Balboa Teen Health Center are targeted to youth that live and/or go to school in the Southeast Sector of San Francisco, particularly the students of Balboa High School. In order to promote services and recruit participants, BTHC maintains an active role in school events in the central quad. Additionally, as a component of the Comprehensive Sexual Education conducted by BTHC health educators annually with all Balboa HS freshmen, students are given tours of the clinic which include a description of the services available and a Q and A session with Clinic staff. The Balboa Teen Health Center has a Youth Advisory Board (YAB) which is comprised annually of 12+ students from Balboa High School. YAB members play a very active role in developing and implementing the outreach and engagement components of the BTHC Outpatient Behavioral Health Program. YAB members provide classroom interventions in collaboration with BTHC health educators, presenting on issues including minor consent and mental health counseling. The YAB also provides a vital sounding board for Behavioral Health staff, providing general feedback on services provided and ideas for how services could be made more youth positive and accessible.

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

Eligibility for Peer Resources: every school year, students in PULSE/peer resources self-select to work with BTHC staff on a particular health topic after hearing a pitch from BH Services staff.

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

C. BTHC is open Monday – Friday between the hours of 8:30 am and 5 pm; as needed, services may be offered later in the evening to accommodate family involvement. Direct services are provided in clinic, in classrooms, and in some instances in the community. Outreach and engagement services are provided through use of social media (BalTV, school loop, web-based, etc). BTHC has made considerable efforts to develop a truly multidisciplinary team that provides a seamless, comprehensive system of care for clients which includes:

- Warm handoffs between disciplines including utilizing a behaviorist model in primary care, which tends to work equally as well with health education.
- Use of weekly all-staff client review so that medical, behavioral and education staff can all contribute to treatment plans, and share information to support client success.
- Close working relationships with Balboa High School faculty and Administration (the most significant referral source for BTHC's programs)
- Single point of intake- whichever discipline students' access first completes the preliminary steps for intake (i. e. consents signed, HIPAA signed, psychosocial history completed, etc.) so that this process does not need to be repeated if a client accesses several services.

Linkages: Collaborative relationships are in place to provide additional services for specific populations including:

- Huckleberry Youth Programs, Larkin Street Youth Services, 3rd Street Youth Center and Clinic, LYRIC, – access to supportive services and housing for youth through CHPY partner agencies
- Cole Street Youth Clinic, Larkin Street Youth Clinic, Dimensions Clinic, 3rd Street Youth Clinic, New Generation Health Center, SPY- access to additional healthcare services for different youth populations through CHPY network clinics.

D. Youth will show readiness for discharge by successfully completing treatment plan goals which may include (1) successful strategies for dealing with stress and mental health issues in the family or with peers (if identified), (2) increased school attendance, participation (3) reduced risky sexual behaviors and increased safer sex practices for those youth who identify as sexually active, and (4) improved health habits as compared to baseline measures particularly related to nutrition, sleep, exercise, and mood. Successful

completion may also be tied to youth's ability to follow through and engage in other services he-or she is referred to, to support and maintain positive life changes.

E. BTHC Behavioral Health Services staff includes 3 full time MFT mental health/substance abuse counselors, 3 MFT Graduate Interns, 1 full time Health Educator, and one part time Health Educator. Outreach and Engagement and Leadership Development activities are conducted by all BH Services staff. Crisis Intervention and Screening and Assessment are provided by staff MFTs and Graduate Interns. Training and Coaching are conducted with the participation of all staff. Mental Health Consultation is provided by staff MFTs, secondarily by MFT Graduate interns. Individual and Group Therapeutic services are provided by staff and intern MFTs. Funding for this program includes, in addition to MHSA, funding from the California Wellness Foundation, the Metta Fund, and City General Funds; MHSA does not support health education staff or the AmeriCorps member.

Systems Transformation Methodology:

- MHSA →** 1. One of the primary MHSA tenets is consumer participation/engagement. Programs must identify how participants and/or their families are engaged in the development, implementation and/or evaluation of programs. This can include peer-employees, advisory committees, etc.

Consumer/Participant Engagement in program development/implementation/evaluation:

- A. Youth Advisory Board – support peer outreach and engagement, delivery of significant services, and program evaluation (youth are paid a stipend)
- B. Annual CBHS Client Satisfaction Survey – all therapy clients (individual and group) are offered opportunity to complete
- C. Active participation in monthly PTSA meetings allow us to engage parents and obtain feedback on what services they want, how best to deliver

- MHSA →** 2. Efforts to improve service coordination result in a seamless experience for clients.

As stated earlier in 6C., BTHC has made a concerted effort over time to create a multidisciplinary team that can provide a seamless, comprehensive system of care for clients. As stigma around accessing behavioral health services continues to impinge on youths' willingness to utilize these services, we continue to see significant numbers of students coming in with somatic complaints requesting to see "the nurse"; the ability to provide a warm handoff to behavioral health staff helps ensure that youth get what they need. Additionally, the "single point of intake" as described earlier, reduces redundant paperwork for youth and is more consumer friendly. Finally, we have relationships with a number of CBOs to provide direct linkages for additional services: for example – we work closely with Huckleberry Youth Programs and Larkin Street Youth Services.

7. Objectives and Measurements:

Individualized Performance Objective: By 6/30/18, at least 75% of 9th graders who have completed Pre/Post surveys after participating in a BTHC Youth Advisory Board or BTHC Health Educator led classroom presentations during FY 17-18, will either agree or strongly agree with the statement "I am comfortable using services at my school's health center" as shown on their Post Surveys.

MHSA GOAL: Increased ability to cope with stress and express optimism and hope for the future.

Individualized Performance Objective: By 6/30/18, a minimum of 65% youth accessing early intervention services at BTHC will, by self-report post a minimum of 3 sessions, identify:

(1) one or more skills they have successfully utilized to reduce stress or other related symptoms, (2) one positive goal they are currently putting time into, as documented in post session tests.

Participant Satisfaction Objective:

By 6/30/18, on the CBHS Consumer Satisfaction surveys for FY 2016-17 the statement "Staff treated me with respect" will be among Highest Agreement Items on the survey for Balboa Teen Health Center, with 90% of participants in agreement or more.

8. Continuous Quality Improvement:

"Quality Assurance and Continuous Quality Improvement requirements will be addressed in the CBHS Declaration of Compliance."

9. Required Language: N/A

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Program: Bayview Hunters Point Children Outpatient	7/1/18
City Fiscal Year (BHS only): 07/01/2018– 06/30/2019	

1. Identifiers:

Program Name:

Bayview Hunters Point Foundation
Children Outpatient

Program Address:

5815 Third Street
San Francisco, CA 94124

Telephone: (415) 822-7500

Facsimile: (415) 822-9767

www.bayviewci.org

Lillian Shine, Executive Director
Karen Patterson, Director, BVHPF IBHS
Program Code: 3851-6

2. Nature of Document

☒ **Original** ☐ **Contract Amendment** ☐ **Internet Contract Revision**

3. Goal Statement

To provide behavioral health and prevention services to children, adolescents, and their families. BVHPF IBHS provides age-specific outpatient behavioral health services to children through the age of 18 to:

- improve functioning in the home, school, and community;
- improve family support to caregivers;
- promote growth and development;
- prevent psychiatric decompensation.

Services will be provided in a culturally sensitive, community-based setting.

4. Target Population

- preschool aged children who present with social-emotional difficulties, often associated with developmental delays;
- school-aged children eligible for ERMHS services who require psychotherapy to benefit from special education;
- children and youth who present with behavioral difficulties, often at risk of school suspension;
- children involved with child welfare due to neglect or abuse;
- children exposed to family or community violence;
- children whose parents are recovering from substance abuse or addiction; and, youth involved with juvenile probation due to conduct disorders or gang involvement in the behavioral health system who meet the County's eligibility guidelines and admissions criteria as identified through the Access Information referral system. Services will also place emphasis on children and families of all cultural backgrounds who reside in public housing. In addition, the BVHPF IBHS will focus on schools that are located

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specifically within the SFUSD’s Bayview Superintendent Zone. While Bayview Hunters Point Foundation welcomes and Services all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of residents living in the Southeast District neighborhoods of Potrero Hill, Visitacion Valley, and Sunnydale neighborhoods of San Francisco.

5. Modality of Service/Intervention

A. Modality: See CRDC Appendix B CRDC page.

B. Definition of Billable Services:

Mental Health Services, Assessment, Therapy, Collateral, Case Management, Crisis Intervention, Outreach Services/Consultation Services

The BVHPF IBHS will adhere to BHS guidelines regarding assessment and treatment of indigent child and adolescent clients who will be referred to MediCal, Healthy Families, or Healthy Kids, if eligible.

6. Methodology

6A. Community Engagement and Outreach

BVHPF IBHS will conduct community engagement and outreach through various community activities and agencies within Bayview Hunters Point, Potrero Hill, and Visitacion Valley, and will participate in city-wide events that lend themselves to supporting the needs of children, adolescents, and families. Program staff will participate in various service provider networks or sit on various boards that involve community organizations and groups specific to services in Bayview Hunters Point neighborhoods. When appropriate, BVHPF IBHS flyers will be distributed for advertisement regarding program services and for connections that promote expansion of supportive resources. The BVHPF IBHS will also use the Internet to reach beyond the targeted neighborhoods of the Southeast section of the City as needed.

6B. Admission Criteria

Clients served at the BVHPF IBHS must meet the eligibility requirements of CBHS and SFDPH. Clients must be San Francisco County residents and also meet medical necessity guidelines in order to be enrolled in the BVHPF IBHS. If clients are in-between counties, they can be seen for services up to 30 days if they meet eligibility requirements for MediCal or Healthy San Francisco. An additional eligibility option is available if a client’s family income level is within the state’s uniform patient fee schedule for community mental health services. Clients may also qualify for services based on assessments done through ERMHS, SFUSD, SIT (Student Intervention Team) and Child Crisis Services.

6C. Delivery Model

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Following is a summary of how the BVHPF IBHS conducts outpatient services for children, adolescents, and families. In all cases, there will be close monitoring and oversight by the clinicians and program supervisors to address the different stages of change in a client's recovery. Treatment interventions are designed to ensure the stability and consistency of client care.

:

Services of the Bayview Hunters Point Foundation Integrated Behavioral Health Program will be delivered within the context of integrated mental health and substance abuse service guidelines, when appropriate. This includes several components utilized by integrated programs that are considered evidence-based according to Drake, Essock, and colleagues (2001). These integrated components are identified as:

- *Staged interventions* where stages of treatment (engagement, persuasion, active treatment and relapse prevention) are delivered based on individual readiness for each stage;
- *Motivational interventions* which involve helping the individual identify goals and recognize that not managing one's illnesses interferes with attaining these goals;
- *Counseling* to help clients develop skills and supports to control symptoms and pursue an abstinent lifestyle;
- *Social support interventions* which recognize the role of social networks and peer support in recovery from dual disorders;
- *Long-term perspective* which recognizes that recovery may occur over months or years;
- *Comprehensiveness* in helping a child and his or her family transform many aspects of life habits, stress, management, friends, activities and educational goals; and
- *Cultural sensitivity and competence* which are critical to engaging clients.

Strategies used by the BVHPF IBHS clinicians and interns include *Motivational Interviewing, Cognitive Behavioral Therapy, Insight Oriented Therapy, Family Systems Therapy, Evidence-Based Practices*. These strategies will use the following treatment modalities in one form or another:

- *Assessments*
- *Group Therapy*
- *Individual Therapy*
- *Collateral Services*
- *Targeted Case Management*
- *Medication Support Services*
- *Crisis Intervention*
- *Case Management/Brokerage*
- *Services to Dually Diagnosed Clients*
- *Referral Services*
- *Urgent Care*

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The Bayview Hunters Point Foundation Integrated Behavioral Health Service operates from 9:00am to 5:00pm Monday through Friday. Referral and intake services for the BVHPF IBHS are coordinated through the program's clinical staff and supervisors. Intake requests are usually responded to within 24 to 48 hours, and special appointment arrangements can be made if necessary. Children and adolescents are generally seen before or after school at the outpatient clinic or at school sites as arranged through Memorandum of Understanding agreements and scheduling with principals or designated school staff.

The BVHPF IBHS offers intensive services in a flexible, creative manner during the first two months of treatment, and brief therapy strategies and interventions thereafter if needed. Information and referral services are provided for a wide range of related programs in the community.

Both individual and conjoint family sessions are provided for children and adolescents, their caregivers, and their families. Classroom observations, on-site collaboration, and problem-solving with teachers, psychologists, and paraprofessional school support staff are provided on a regular basis. The assigned therapist at the BVHPF IBHS will attend individual educational placement meetings to determine medical necessity for outpatient behavioral health services on a case by case basis. Outreach visits to the home, hospital, or Juvenile Hall are also offered when necessary.

6D. Exit Criteria

The exit criteria for the BVHPF IBHS are based on the decisions of client, family, or outside agencies where behaviors indicate that treatment goals have been met. Staff will meet with the client and family members, along with any additional collateral program team members, to process terminating treatment and to confirm that a client's goals have, in fact, been met. Staff will have provided linkages to outside, independent services such as special education services at another school, housing, case management, medical providers, job training, substance abuse, and medication services during treatment so that there is a network of continuous resources for the client and his or her family as needed. These criteria may also be met by a client becoming meds-only, transitioning out of children's services and into transitional age youth (TAY) services, or when all other special outside program requirements have been met.

6E. Staffing

The BVHPF IBHS is a component of a community-based human services agency, representing a diverse, multi-ethnic population. The program is staffed with licensed and license-eligible marriage & family therapists, social workers, psychologists, and board certified psychiatrists who are oriented to the community and responsive to the issues of ethnicity, culture, language, and gender. The Foundation understands the importance of race, culture and language in its service provision, and maintains staffing and programming which appropriately respond to these issues. Decisions regarding recruitment and hiring of staff ensure competency in the delivery and management of culturally and linguistically appropriate services to the population served. Program staffing also ensures provision of effective therapeutic interventions which are designed

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to meet the special clinical needs of diverse populations. Diverse populations include those from racial, ethnic and cultural backgrounds, the homeless, and individuals of varied sexual orientations, and disabilities.

7. Objectives and Measurements

A. Required Objectives

All objectives and descriptions of how objectives will be measured are contained in the CBHS document entitled Performance Objectives, Fiscal Year 2018-2019.

B. Individualized Program Objectives

None

8. Continuous Quality Improvement

The Bayview Integrated Behavioral Health Service, (Adult and Children's Programs), follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by CBHS are discussed regularly with staff. Such discussions include productivity standards and requirements. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and quality of services. The BVHPF IBHS identifies any areas of improvement needed through chart reviews. The chart reviews are conducted on a regularly scheduled basis. Avatar reports provide critical staff and program information relative to required charting and recordkeeping, documentation timelines, staff activity, caseloads, billing categories and achievement, and other current data which are useful in evaluating performance and for making informed program decisions. In meeting quality assurance guidelines and efforts, all clinical staff of the Bayview Integrated Behavioral Health Service also participates in regularly scheduled Clinical Case Conferences which provide ongoing opportunities for case presentation, development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Clinical Supervisor where discussions focus on the elements of client cases such as treatment planning, case formulation, continuity of care, and discharge planning.

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

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compliance in all aspects of direct services to clients, program service models, and program operations.

The Adult and Children's Programs monitor documentation via a staff PURQC (Program Utilization Review Quality Committee) structure which meets weekly for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety. (See attached PURQC form, Confidential Administrative Records form, Client Service Authorization (CSA) Request form).

PURQC Chart Compliance:

Within two months or 15 hours following the date of opening, all clinicians are required to PURQC their clients' charts. The following 12-point checklist is to be used:

1. Assessment
2. Medical Necessity Statement
3. Diagnosis (accurate and justified)
4. Treatment Plan of Care Goals (specific, observable and quantifiable. Goals must be reflected in notes and signed and dated by client)
5. Progress Notes (to include interventions and responses)
6. Treatment modalities/frequency (appropriateness relative to Treatment Plan)
7. Case Conference requirements (ROI's appropriate and in client's file)
8. Step-down required and reason given
9. Termination and discharge
10. Co-signatures (No missing signatures on all applicable documents)
11. Referrals
12. Discussion with Supervisor

Recommendation Feedback to the clinician section must be filled out. This section identifies any missing signatures, and serves as a reminder that ID boxes at the top of each page (front and back) need to be filled out. All goals must be quantifiable, etc. From the information gathered, the chart is PURQC approved and authorization given in accordance with the PURQC CBHS Adult/Older Adult Service Intensity Guidelines. If all information is not available, the chart will not be approved. Any denied or pending PURQC cases are returned for review based on specific timeframes.

Additional PURQC options include:

1. Approved with adjustment based on the information gathered from the form;
2. Conditional approval with resubmission required within a week's time; or

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3. Denied, based on stated reasons.

Reviewer signs the form and dates it. A log is maintained of all PURQC forms signed, approved, or disallowed, and includes the number of hours requested for authorization. PURQC recommendations are then returned to the clinicians for appropriate corrections and resubmission of the recommendation sheet to the PURQC Committee for review the following week. After the initial PURQC, charts rotate through the PURQC process annually in accordance with clients' Treatment Plan of Care renewal dates.

During weekly staff meetings, quality performance objectives are discussed relative to the guidelines of the Bayview Integrated Behavioral Health Service policies and procedures. These discussions are designed to ensure that services under Reporting Unit 3851-6 remain on track and in response to Fiscal Year 2018-2019 Performance Objectives. Staff discussions of performance objectives will also include on-site trainings relative to meeting identified objectives. Avatar reports will be used to assist in tracking achievement of performance objectives and the review of clinical documentation.

Cultural Competency:

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

Consumer/Client Satisfaction:

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

Timely Completion of Outcome Data:

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

Accountability and Compliance:

The Bayview Integrated Behavioral Health Service programs (both Adult and Children's Services) will comply with the San Francisco Health Commission, local, state, federal, and/or funding source policies and requirements such as the Health Insurance Portability Accountability Act (HIPAA), and Cultural Competency Guidelines.

9. Required Language (if applicable):

N/A

Contractor: Bayview Hunter Point Foundation (BVHPF)	Appendix A-4
City Fiscal Year: 18-19	7/1/18
CID#: 1000011308	

1. Agency and Program Identification

Name: Bayview Hunters Point Foundation for Community Improvement
 Fiscal Intermediary for Dimensions LGBT Outpatient
Address: 150 Executive Park, Suite 2800
 San Francisco, CA 94134
Phone: 415-468-5100
Fax: 415-468-5104
Contact Name: Michael Petersen, Director, Primary Care Youth Programs

2. Nature of Document:

☒ New ☐ Renewal ☐ Modification

3. Goal Statement

As a Fiscal Intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide two staff members to support a portion of the Behavioral Health activities of the Dimensions Clinic. The Dimensions Clinic provides primary care and behavioral health services (mental health and substance use counseling). The goal of the provided staff is to provide group and individual behavioral health counseling for Dimensions' clients- LGTBQIQ youth, ages 12-25.

4. Target Population

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

5. Modality and Program Description

As a fiscal intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide all human resources related services to the two staff. Bayview Hunters Point Foundation for Community Improvement shall work with the Primary Care Youth Programs to ensure that fiscal reporting and payments related to the staff are accurate.

The Dimensions Clinic provides comprehensive care, including primary care, sexual health, HIV prevention and education, case management, mental health, substance use services, and referrals and linkages to other youth services, in the Castro-Mission Health Center. It is primarily staffed by the Department of Public Health (DPH). Bayview Hunters Point Foundation for Community Improvement provides two staff to support a portion of Dimensions' behavioral health programming by conducting group and individual counseling with Dimension clients.

6. Methodology

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

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7. Outcome Objectives and Measurements

Bayview Hunters Point Foundation for Community Improvement staff shall provide group and individual counseling to over 40 youth in FY 2018-19.

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

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

Outcome and process data will be collected by Foundation staff as behavioral health counseling is conducted, and will be tracked using e-Clinical Works. The data shall be compiled 45 days after the close of each fiscal year by the DPH Director of Primary Care Youth Programs.

8. Continuous Quality Improvement

Bayview Hunters Point Foundation for Community Improvement shall meet with the Primary Care Youth Programs Director to develop Quality Improvement plans, as needed, related to the outreach and engagement portion of the Dimensions Clinic.

9. Languages

N/A

1. Identifiers:

Program Name: Jelani Family Program

Program Address:

1638 Kirkwood Street

San Francisco, CA 94124 **Telephone:** (415) 671-1165

www.jelaniinc.org

Lillian Shine, Executive Director

Pamela Gilmore, Program Director

Program Code: 38502

1. Nature of Document:

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

2. Goal Statement:

To provide long term residential/recovery programming.

3. Target Population:

Men and women recovering from substance use, who have completed a clinical treatment program and require temporary housing (up to 18 months) to transition to complete independence. This may include children and family members if reunification is central to transition and legally permissible for the client. While Bayview Hunters Point Foundation welcomes and Services all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of men, women and families.

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

Please see Appendix B CRDC page.

5. Methodology:

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

The program is not clinical in nature, and as such care management is the primary direct service. Jelani Family will provide assistance in building life skills (e.g. resume and scheduling assistance, time management practices) and will also maintain a calendar of external service opportunities available to clients.

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

These indirect services may include but shall not be limited to:

- a. Clinical treatment
- b. Support groups
- c. Employment counseling
- d. Family counseling
- e. Financial assistance
- f. Transportation
- g. Education

6. Objectives and Measurements:

“All Objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Performance Objectives FY 18-19.” The objectives that apply to this program are:

a. Individualized Objectives

None

7. Continuous Quality Improvement (CQI):

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

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

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

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

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

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

C. All program staff participates in an annual Cultural Competency/Law, Ethics and Boundaries Training- geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored by Department of Public Health (DPH) and Behavior Health Services (BHS). A list of other staff trainings includes Code of Conduct, Documentation Review and Corporate Compliance.

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

8. Required Language:

a. None

Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and MHSA Fund of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. Program Budgets and Final Invoice

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

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

B. **COMPENSATION**

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Seven Hundred Fifty Seven Thousand Eight Hundred Six Dollars (\$9,757,806)** for the period of July 1, 2018 through June 30, 2021.

CONTRACTOR understands that, of this maximum dollar obligation, \$ 1,045,479 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and

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

July 1, 2018 through June 30, 2019	\$ 2,904,109
July 1, 2019 through June 30, 2020	\$ 2,904,109
July 1, 2020 through June 30, 2021	\$ 2,904,109
	<u>\$ 8,712,327</u>
Contingency	\$ 1,045,479
Total	<u>\$ 9,757,806</u>

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

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

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

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

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

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

DHCS Legal Entity Number 00341						Appendix B, Page 1	
Legal Entity Name/Contractor Name Bayview Hunters Point Foundation						Fiscal Year 2018-2019	
Contract ID Number 1000011308						Funding Notification Date 08/15/18	
Appendix Number	B-1	B-2	B-3	B-4	B-5	B-#	
Provider Number	3851	3851	38516	3851	380145		
Program Name	Adult Behavioral Health	School-based Centers (Balboa)	Children Outpatient	Dimensions LGBT Outpatient	Jelani Family Program		
Program Code	38513	N/A	38516 & 38171	N/A	38502 & 38505		
Funding Term	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19		
FUNDING USES							TOTAL
Salaries	\$ 517,839	\$ 153,800	\$ 347,810	\$ 68,662	\$ 323,160		\$ 1,411,271
Employee Benefits	\$ 145,000	\$ 53,000	\$ 96,866	\$ 25,405	\$ 96,948		\$ 417,219
Subtotal Salaries & Employee Benefits	\$ 662,839	\$ 206,800	\$ 444,676	\$ 94,067	\$ 420,108	\$ -	\$ 1,828,490
Operating Expenses	\$ 375,010	\$ 11,497	\$ 235,070	\$ 5,000	\$ 70,239		\$ 696,816
Capital Expenses	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Subtotal Direct Expenses	\$ 1,037,849	\$ 218,297	\$ 679,746	\$ 99,067	\$ 490,347	\$ -	\$ 2,525,306
Indirect Expenses	\$ 155,677	\$ 32,744	\$ 101,971	\$ 14,860	\$ 73,552		\$ 378,804
Indirect %	15.0%	15.0%	15.0%	15.0%	15.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,193,526	\$ 251,041	\$ 781,717	\$ 113,927	\$ 563,899	\$ -	\$ 2,904,110
BHS MENTAL HEALTH FUNDING SOURCES						Employee Benefits Rate 29.4%	
MH Adult Fed SDMC FFP (50%)	\$ 470,922						\$ 470,922
MH Adult State 1991 MH Realignment	\$ 154,812						\$ 154,812
MH Adult County General Fund	\$ 567,792						\$ 567,792
MH MHSA (PEI)		\$ 251,041					\$ 251,041
MH CYF Fed SDMC FFP (50%)			\$ 222,761				\$ 222,761
MH CYF State 2011 PSR-EPSDT			\$ 200,485				\$ 200,485
MH CYF County Local Match			\$ 22,276				\$ 22,276
MH CYF County General Fund			\$ 336,194				\$ 336,194
MH CYF County GF WO CODB				\$ 2,779			\$ 2,779
MH WO DCYF Dimensions Clinic				\$ 111,148			\$ 111,148
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,193,526	\$ 251,041	\$ 781,716	\$ 113,927	\$ 563,899	\$ -	\$ 2,904,109
BHS SUD FUNDING SOURCES							
SUD County - General Fund					\$ 563,899		\$ 563,899
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ 563,899	\$ -	\$ 563,899
OTHER DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,193,526	\$ 251,041	\$ 781,716	\$ 113,927	\$ 563,899	\$ -	\$ 2,904,109
NON-DPH FUNDING SOURCES							
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,193,526	\$ 251,041	\$ 781,716	\$ 113,927	\$ 563,899	\$ -	\$ 2,904,109
Prepared By/Brad Aakard				Phone Number 415-468-5107			

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

DHCS Legal Entity Number 00341				Appendix Number B-1	
Provider Name Bayview Hunters Point Foundation				Page Number 2	
Provider Number 38513				Fiscal Year 2018-2019	
				Funding Notification Date 08/15/18	
Program Name	Adult Behavioral Health	Adult Behavioral Health	Adult Behavioral Health	Adult Behavioral Health	Adult Behavioral Health
Program Code	38513	38513	38513	38513	38513
Mode/SFC (MH) or Modality (SUD)	15/10-57, 59	15/60-69	15/70-79	15/01-09	45/20-29
Service Description	OP-MH Svcs	OP-Medication Support	OP-Crisis Intervention	OP-Case Mgt Brokerage	OS-Cmmty Client Svcs
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19
FUNDING USES					TOTAL
Salaries & Employee Benefits	452,125	131,936	1,434	34,429	42,915
Operating Expenses	255,796	74,644	811	19,479	24,280
Capital Expenses	-	-	-	-	-
Subtotal Direct Expenses	707,921	206,580	2,245	53,908	67,195
Indirect Expenses	106,188	30,987	338	8,086	10,078
TOTAL FUNDING USES	814,109	237,567	2,583	61,994	77,273
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity				
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	321,218	93,735	1,019	24,461
MH Adult State 1991 MH Realignment	251984-10000-10001792-0001	105,598	30,815	335	8,041
MH Adult County General Fund	251984-10000-10001792-0001	387,293	113,017	1,229	29,492
This row left blank for funding sources not in drop-down list					
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		814,109	237,567	2,583	61,994
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity				
This row left blank for funding sources not in drop-down list					
TOTAL BHS SUD FUNDING SOURCES		-	-	-	-
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity				
This row left blank for funding sources not in drop-down list					
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-
TOTAL DPH FUNDING SOURCES		814,109	237,567	2,583	61,994
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)		814,109	237,567	2,583	61,994
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased					
SUD Only - Number of Outpatient Group Counseling Sessions					
SUD Only - Licensed Capacity for Narcotic Treatment Programs					
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)
DPH Units of Service	178,821	32,798	430	17,669	421
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Hour
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 4.55	\$ 7.24	\$ 6.01	\$ 3.51	\$ 183.55
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 4.55	\$ 7.24	\$ 6.01	\$ 3.51	\$ 183.55
Published Rate (Medi-Cal Providers Only)	\$ 4.65	\$ 7.35	\$ 6.15	\$ 3.70	\$ 188.00
Unduplicated Clients (UDC)	275	Included	Included	Included	Included
					Total UDC 275

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Adult Behavioral Health
 Program Code 38513

Appendix Number B-1
 Page Number 3
 Fiscal Year 2018-2019
 Funding Notification Date 08/15/18

	TOTAL		251984-10000-10001792-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	07/01/18 - 06/30/19		07/01/18 - 06/30/19		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.65221	\$ 58,699	0.65221	\$ 58,699				
Director of SUD	0.18	\$ 13,500	0.18	\$ 13,500				
Clinical Supervisor	0.83913	\$ 77,200	0.83913	\$ 77,200				
Medical Records Specialist	0.70	\$ 30,100	0.70	\$ 30,100				
Administrative Assistant	0.70	\$ 28,700	0.70	\$ 28,700				
Licensed Therapist	3.00	\$ 205,500	3.00	\$ 205,500				
Unlicensed Therapist	1.00	\$ 59,500	1.00	\$ 59,500				
Psychiatrist	0.35	\$ 38,000	0.35	\$ 38,000				
Clinical Director	0.05	\$ 3,840	0.05	\$ 3,840				
Director of Compliance/QA	0.05	\$ 2,800	0.05	\$ 2,800				
	0.00	\$ -						
	0.00	\$ -						
	0.00	\$ -						
	0.00	\$ -						
Totals:	7.52	\$ 517,839	7.52	\$ 517,839	0.00	\$ -	0.00	\$ -
Employee Benefits:	28.00%	\$ 145,000	28.00%	\$ 145,000	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 662,839		\$ 662,839		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name Adult Behavioral Health
 Program Code 38513

Appendix Number B-1
 Page Number 4
 Fiscal Year 2018-2019
 Funding Notification Date 08/15/18

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	07/01/18 - 06/30/19	07/01/18 - 06/30/19	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 120,000	\$ 120,000		
Utilities (telephone, electricity, water, gas)	\$ 40,000	\$ 40,000		
Building Repair/Maintenance	\$ 21,000	\$ 21,000		
Occupancy Total:	\$ 181,000	\$ 181,000	\$ -	\$ -
Office Supplies	\$ 12,000	\$ 12,000		
Photocopying	\$ -	\$ -		
Program Supplies	\$ 4,450	\$ 4,450		
Computer Hardware/Software	\$ 16,200	\$ 16,200		
Materials & Supplies Total:	\$ 32,650	\$ 32,650	\$ -	\$ -
Training/Staff Development	\$ 3,190	\$ 3,190		
Insurance	\$ 16,000	\$ 16,000		
Professional License	\$ 5,770	\$ 5,770		
Permits	\$ -	\$ -		
Equipment Lease & Maintenance	\$ 8,000	\$ 8,000		
General Operating Total:	\$ 32,960	\$ 32,960	\$ -	\$ -
Local Travel	\$ 1,000	\$ 1,000		
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
Staff Travel Total:	\$ 1,000	\$ 1,000	\$ -	\$ -
Abner J. Boles, Ph.D., Clinical Supervisor, supervise therapists, trainees & interns. \$100.00/hour, approx 23.33 hours/month	\$ 28,000	\$ 28,000		
Registry of Physician Specialists, Medical Director, Administer medical services, plan & supervise treatment. \$187.00/ hour, approx 10.2 hours/week	\$ 99,400	\$ 99,400		
Consultant/Subcontractor Total:	\$ 127,400	\$ 127,400	\$ -	\$ -
Other (provide detail):	\$ -			
	\$ -			
	\$ -			
Other Total:	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 375,010	\$ 375,010	\$ -	\$ -

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

DHCS Legal Entity Number 00341		Appendix Number B-2	
Provider Name Bayview Hunters Point Foundation		Page Number 5	
Provider Number 3851		Fiscal Year 2018-2019	
		Funding Notification Date 08/15/18	
Program Name	School-based Centers (Balboa)	School-based Centers (Balboa)	
Program Code	N/A	N/A	
Mode/SFC (MH) or Modality (SUD)	45/10-19	45/20-29	
Service Description	OS-MH Promotion	OS-Cmmty Client Svcs	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/18 - 06/30/19	07/01/18 - 06/30/19	
FUNDING USES			TOTAL
Salaries & Employee Benefits	86,856	119,944	206,800
Operating Expenses	4,829	6,668	11,497
Capital Expenses			-
Subtotal Direct Expenses	91,685	126,612	218,297
Indirect Expenses	13,753	18,991	32,744
TOTAL FUNDING USES	105,438	145,603	251,041
BHS MENTAL HEALTH FUNDING SOURCE	Dept-Auth-Proj-Activity		
MH MHSA (PEI)	251984-17156-10031199-0020	105,438	251,041
			-
			-
This row left blank for funding sources not in drop-down list			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	105,438	145,603	251,041
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
			-
			-
			-
This row left blank for funding sources not in drop-down list			
TOTAL BHS SUD FUNDING SOURCES	-	-	-
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity		
			-
			-
This row left blank for funding sources not in drop-down list			
TOTAL OTHER DPH FUNDING SOURCES	-	-	-
TOTAL DPH FUNDING SOURCES	105,438	145,603	251,041
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)	105,438	145,603	251,041
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service	375	520	
Unit Type	Staff Hour	Staff Hour	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 281.17	\$ 280.01	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 281.17	\$ 280.01	\$ -
Published Rate (Medi-Cal Providers Only)			
Unduplicated Clients (UDC)	600	Included	Total UDC 600

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name School-based Centers (Balboa)
 Program Code N/A

Appendix Number B-2
 Page Number 6
 Fiscal Year 2018-2019
 Funding Notification Date 08/15/18

	TOTAL		251984-17156-10031199-0020		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	07/01/18 - 06/30/19		07/01/18 - 06/30/19		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
BH Coordinator	1.00	\$ 64,600	1.00	\$ 64,600				
MFTI Therapist	0.80	\$ 47,700	0.80	\$ 47,700				
Medical Registration Clerk	1.00	\$ 41,500	1.00	\$ 41,500				
	0.00	\$ -	0.00	\$ -				
	0.00	\$ -	0.00	\$ -				
	0.00	\$ -	0.00	\$ -				
	0.00	\$ -						
Totals:	2.80	\$ 153,800	2.80	\$ 153,800	0.00	\$ -	0.00	\$ -
Employee Benefits:	34.5%	\$ 53,000	34.46%	\$ 53,000	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 206,800		\$ 206,800		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name School-based Centers (Balboa)
 Program Code N/A

Appendix Number B-2
 Page Number 7
 Fiscal Year 2018-2019
 Funding Notification Date 08/15/18

Expense Categories & Line Items	TOTAL	251984-17156-10031199-0020	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	07/01/18 - 06/30/19	07/01/18 - 06/30/19	(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	\$ 1,001	\$ 1,001		
Photocopying	\$ -			
Program Supplies	\$ 3,996	\$ 3,996		
Computer Hardware/Software	\$ -			
Materials & Supplies Total:	\$ 4,997	\$ 4,997	\$ -	\$ -
Training/Staff Development	\$ -			
Insurance	\$ 6,500	\$ 6,500		
Professional License	\$ -			
Permits	\$ -			
Equipment Lease & Maintenance	\$ -			
General Operating Total:	\$ 6,500	\$ 6,500	\$ -	\$ -
Local Travel	\$ -			
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -			
	\$ -			
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -			
	\$ -			
	\$ -			
Other Total:	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 11,497	\$ 11,497	\$ -	\$ -

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

DHCS Legal Entity Number 00341					Appendix Number B-3	
Provider Name Bayview Hunters Point Foundation					Page Number 8	
Provider Number 38516					Fiscal Year 2018-2019	
					Funding Notification Date 08/15/18	
Program Name	Children Outpatient	Children Outpatient	Children Outpatient	Children Outpatient	YES	
Program Code	38516	38516	38516	38516	38171	
Mode/SFC (MH) or Modality (SUD)	15/10-57, 59	15/70-79	15/01-09	45/20-29	Nonres-34	
Service Description	OP-MH Svcs	OP-Crisis Intervention	OP-Case Mgt Brokerage	OS-Cmmty Client Svcs	SA-Nonresidnt/ ODF Indv	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	
FUNDING USES						TOTAL
Salaries & Employee Benefits	259,322	180	6,537	14,887	163,750	444,676
Operating Expenses	159,759	111	4,028	9,172	62,000	235,070
Capital Expenses						-
Subtotal Direct Expenses	419,081	291	10,565	24,059	225,750	679,746
Indirect Expenses	62,863	44	1,585	3,609	33,870	101,971
TOTAL FUNDING USES	481,944	335	12,150	27,668	259,620	781,717
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity					
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	205,631	141	5,184	11,805	-
MH CYF State 2011 PSR-EPST	251962-10000-10001670-0001	185,068	128	4,665	10,624	-
MH CYF County Local Match	251962-10000-10001670-0001	20,564	14	518	1,180	-
MH CYF County General Fund	251962-10000-10001670-0001	70,685	49	1,782	4,058	259,620
						-
This row left blank for funding sources not in drop-down list						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		481,948	332	12,149	27,667	259,620
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity					
						-
						-
						-
This row left blank for funding sources not in drop-down list						-
TOTAL BHS SUD FUNDING SOURCES		-	-	-	-	-
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity					
						-
						-
This row left blank for funding sources not in drop-down list						-
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-
TOTAL DPH FUNDING SOURCES		481,948	332	12,149	27,667	259,620
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)		481,948	332	12,149	27,667	259,620
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased						
SUD Only - Number of Outpatient Group Counseling Sessions						
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)	
DPH Units of Service	113,680	60	3,722	162	336	
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Hour	Non-DMC: Hours; DMC: Per Person	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 4.24	\$ 5.53	\$ 3.26	\$ 170.78	\$ 772.68	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 4.24	\$ 5.53	\$ 3.26	\$ 170.78	\$ 772.68	
Published Rate (Medi-Cal Providers Only)	\$ 4.35	\$ 5.68	\$ 3.40	\$ 180.70		
Unduplicated Clients (UDC)	80	Included	Included	Included	28	Total UDC 108

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Children Outpatient
 Program Code 38516

Appendix Number B-3
 Page Number 9
 Fiscal Year 2018-2019
 Funding Notification Date 08/15/18

"YES" program

	TOTAL		251962-10000-10001670-0001		251962-10000-10001670-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	07/01/18 - 06/30/19		07/01/18 - 06/30/19		07/01/18 - 06/30/19		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	0.15	\$ 13,500	0.15	\$ 13,500						
Clinical Supervisor	0.16	\$ 14,800	0.16	\$ 14,800						
Medical Records Specialist	0.30	\$ 12,900	0.30	\$ 12,900						
Administrative Assistant	0.30	\$ 12,300	0.30	\$ 12,300						
Licensed Therapist	1.00	\$ 68,500	1.00	\$ 68,500						
Unlicensed Therapist	1.50	\$ 89,250	1.50	\$ 89,250						
Clinical Director	0.10	\$ 8,760	0.03	\$ 2,760	0.07	\$ 6,000				
Director of Compliance/QA	0.05	\$ 2,800	0.05	\$ 2,800						
Program Director/Case Manager	0.75	\$ 55,000			0.75	\$ 55,000				
Counselors	2.00	\$ 70,000			2.00	\$ 70,000				
	0.00	\$ -								
	0.00	\$ -								
	0.00	\$ -								
	0.00	\$ -								
Totals:	6.32	\$ 347,810	3.49	\$ 216,810	2.82	\$ 131,000	0.00	\$ -	0.00	\$ -
Employee Benefits:	28%	\$ 96,866	30%	\$ 64,116	25%	\$ 32,750	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 444,676		\$ 280,926		\$ 163,750		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name Children Outpatient
 Program Code 38516

Appendix Number B-3
 Page Number 10
 Fiscal Year 2018-2019
 Funding Notification Date 08/15/18

"Yes" Program

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	251962-10000-10001670-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	07/01/18 - 06/30/19	07/01/18 - 06/30/19	07/01/18 - 06/30/19	(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	\$ 105,000	\$ 60,000	\$ 45,000				
Utilities (telephone, electricity, water, gas)	\$ 18,400	\$ 16,000	\$ 2,400				
Building Repair/Maintenance	\$ 13,642	\$ 8,842	\$ 4,800				
Occupancy Total:	\$ 137,042	\$ 84,842	\$ 52,200	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 5,155	\$ 3,555	\$ 1,600				
Photocopying	\$ -	\$ -	\$ -				
Program Supplies	\$ 3,690	\$ 1,090	\$ 2,600				
Computer Hardware/Software	\$ 7,525	\$ 7,525	\$ -				
Materials & Supplies Total:	\$ 16,370	\$ 12,170	\$ 4,200	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 1,600	\$ 1,000	\$ 600				
Insurance	\$ 10,858	\$ 7,358	\$ 3,500				
Professional License	\$ 400	\$ 400	\$ -				
Permits	\$ -	\$ -	\$ -				
Equipment Lease & Maintenance	\$ 3,400	\$ 3,400	\$ -				
General Operating Total:	\$ 16,258	\$ 12,158	\$ 4,100	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 2,100	\$ 600	\$ 1,500				
Out-of-Town Travel	\$ -	\$ -	\$ -				
Field Expenses	\$ -	\$ -	\$ -				
Staff Travel Total:	\$ 2,100	\$ 600	\$ 1,500	\$ -	\$ -	\$ -	\$ -
Abner J. Boles, Ph.D., Clinical Supervisor, supervise therapists, trainees & interns. \$100.00/hour, approx 10 hours/ 12 months.	\$ 12,000	\$ 12,000	\$ -				
Registry of Physician Specialists, Medical Director, Administer medical services, plan & supervise treatment. \$187.00/ hour, approx 5.28 hours/week	\$ 51,300	\$ 51,300	\$ -				
Consultant/Subcontractor Total:	\$ 63,300	\$ 63,300	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
	\$ -						
	\$ -						
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 235,070	\$ 173,070	\$ 62,000	\$ -	\$ -	\$ -	\$ -

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

DHCS Legal Entity Number 00341		Appendix Number B-4	
Provider Name Bayview Hunters Point Foundation		Page Number 11	
Provider Number 3851		Fiscal Year 2018-2019	
		Funding Notification Date 08/15/18	
Program Name	Dimensions		
LGBT Outpatient			
Program Code	N/A		
Mode/SFC (MH) or Modality (SUD)	00-20		
Service Description	Administration Support (i.e. check Writing, hired staff to work for Admin)		
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/18 - 06/30/19		
FUNDING USES			TOTAL
Salaries & Employee Benefits	94,067		94,067
Operating Expenses	5,000		5,000
Capital Expenses	-		-
Subtotal Direct Expenses	99,067	-	99,067
Indirect Expenses	14,860		14,860
TOTAL FUNDING USES	113,927	-	113,927
BHS MENTAL HEALTH FUNDING SOURCE	Dept-Auth-Proj-Activity		
MH CYF County GF WO CODB	251962-10000-10001670-0001	2,779	2,779
MH WO DCYF Dimensions Clinic	251962-10002-10001799-0002	111,148	111,148
			-
			-
This row left blank for funding sources not in drop-down list			-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	113,927	-	113,927
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
			-
			-
			-
This row left blank for funding sources not in drop-down list			-
TOTAL BHS SUD FUNDING SOURCES	-	-	-
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity		
			-
			-
This row left blank for funding sources not in drop-down list			-
TOTAL OTHER DPH FUNDING SOURCES	-	-	-
TOTAL DPH FUNDING SOURCES	113,927	-	113,927
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)	113,927	-	113,927
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Cost Reimbursement (CR)		
DPH Units of Service	450		
Unit Type	fill-in appropriate	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 253.17	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 253.17	\$ -	
Published Rate (Medi-Cal Providers Only)			Total UDC
Unduplicated Clients (UDC)	25		25

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Dimensions LGBT Outpatient
 Program Code N/A

Appendix Number B-4
 Page Number 12
 Fiscal Year 2018-2019
 Funding Notification Date 08/15/18

	TOTAL		251962-10000-10001670-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	07/01/18 - 06/30/19		07/01/18 - 06/30/19		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Therapist 1	0.50	\$ 34,331	0.50	\$ 34,331				
Therapist 2	0.50	\$ 34,331	0.50	\$ 34,331				
	0.00	\$ -						
	0.00	\$ -						
Totals:	1.00	\$ 68,662	1.00	\$ 68,662	0.00	\$ -	0.00	\$ -
Employee Benefits:	37.0%	\$ 25,405	37.00%	\$ 25,405	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 94,067		\$ 94,067		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name Dimensions LGBT Outpatient
 Program Code N/A

Appendix Number B-4
 Page Number 13
 Fiscal Year 2018-2019
 Funding Notification Date 08/15/18

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	07/01/18 - 06/30/19	07/01/18 - 06/30/19	(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	\$ 1,000	\$ 1,000		
Photocopying	\$ -			
Program Supplies	\$ -			
Computer Hardware/Software	\$ -			
Materials & Supplies Total:	\$ 1,000	\$ 1,000	\$ -	\$ -
Training/Staff Development	\$ 500	\$ 500		
Insurance	\$ 3,500	\$ 3,500		
Professional License	\$ -			
Permits	\$ -			
Equipment Lease & Maintenance	\$ -			
General Operating Total:	\$ 4,000	\$ 4,000	\$ -	\$ -
Local Travel	\$ -			
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -			
	\$ -			
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -			
	\$ -			
	\$ -			
Other Total:	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 5,000	\$ 5,000	\$ -	\$ -

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

DHCS Legal Entity Number 00341		Appendix Number B-5	
Provider Name Bayview Hunters Point Foundation		Page Number 14	
Provider Number 383850		Fiscal Year 2018-2019	
		Funding Notification Date 08/15/18	
Program Name	Jelani Family Program		
Program Code	38502 & 38505		
Mode/SFC (MH) or Modality (SUD)	Res-56a		
Service Description	ODS Transitional Living Center		
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/18 - 06/30/19		
FUNDING USES			TOTAL
Salaries & Employee Benefits	420,108		420,108
Operating Expenses	70,239		70,239
Capital Expenses	-		-
Subtotal Direct Expenses	490,347	-	490,347
Indirect Expenses	73,552		73,552
TOTAL FUNDING USES	563,899	-	563,899
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
			-
			-
			-
			-
This row left blank for funding sources not in drop-down list			-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		-	-
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
SUD County - General Fund	240646-10000-10001681-0003	563,899	563,899
			-
			-
This row left blank for funding sources not in drop-down list			-
TOTAL BHS SUD FUNDING SOURCES		563,899	563,899
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity		
			-
			-
This row left blank for funding sources not in drop-down list			-
TOTAL OTHER DPH FUNDING SOURCES		-	-
TOTAL DPH FUNDING SOURCES		563,899	563,899
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)		563,899	563,899
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased	15		
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Cost Reimbursement (CR)		
DPH Units of Service	5,475		
Unit Type	Days; DMC - Per Day	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 103.00	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 103.00	\$ -	
Published Rate (Medi-Cal Providers Only)			Total UDC
Unduplicated Clients (UDC)	15		15

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Jelani Family Program
 Program Code 38502 & 38505

Appendix Number B-5
 Page Number 15
 Fiscal Year 2018-2019
 Funding Notification Date 08/15/18

	TOTAL		240646-10000-10001681-0003		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	07/01/18 - 06/30/19		07/01/18 - 06/30/19		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	1.00	\$ 74,000	1.00	\$ 74,000				
Case Manager	1.00	\$ 40,000	1.00	\$ 40,000				
Intake & Billing Clerk Specialist	0.50	\$ 19,760	0.50	\$ 19,760				
Monitors	5.00	\$ 166,400	5.00	\$ 166,400				
Facility Coordinator	0.50	\$ 23,000	0.50	\$ 23,000				
	0.00	\$ -		\$ -				
Totals:	8.00	\$ 323,160	8.00	\$ 323,160	0.00	\$ -	0.00	\$ -
Employee Benefits:	30.0%	\$ 96,948	30.00%	\$ 96,948	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 420,108		\$ 420,108		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name Jelani Family Program
 Program Code 38502 & 38505

Appendix Number B-5
 Page Number 16
 Fiscal Year 2018-2019
 Funding Notification Date 08/15/18

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	07/01/18 - 06/30/19	07/01/18 - 06/30/19	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy):
Rent	\$ -			
Utilities (telephone, electricity, water, gas)	\$ 36,000	\$ 36,000		
Building Repair/Maintenance	\$ 7,700	\$ 7,700		
Occupancy Total:	\$ 43,700	\$ 43,700	\$ -	\$ -
Office Supplies	\$ 1,400	\$ 1,400		
Photocopying	\$ -			
Program Supplies	\$ 4,510	\$ 4,510		
Computer Hardware/Software	\$ 3,500	\$ 3,500		
Materials & Supplies Total:	\$ 9,410	\$ 9,410	\$ -	\$ -
Training/Staff Development	\$ 500	\$ 500		
Insurance	\$ 9,529	\$ 9,529		
Professional License	\$ -			
Permits	\$ 3,500	\$ 3,500		
Equipment Lease & Maintenance	\$ 3,600	\$ 3,600		
General Operating Total:	\$ 17,129	\$ 17,129	\$ -	\$ -
Local Travel	\$ -			
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -			
	\$ -			
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -			
	\$ -			
	\$ -			
Other Total:	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 70,239	\$ 70,239	\$ -	\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name <u>Bayview Hunters Point Foundation</u>	Page Number <u>17</u>
Contract ID Number <u>1000011308</u>	Fiscal Year <u>2018-2019</u>
	Funding Notification Date <u>8/15/18</u>

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Executive Director	0.42	\$ 56,057
Deputy Director	0.42	\$ 46,307
Executive Assistant	0.42	\$ 17,547
Senior Accountant	0.42	\$ 29,369
AP/Payroll Accountant	0.42	\$ 21,936
Director of Clinical Services	0.15	\$ 13,161
Director of Compliance	0.07	\$ 3,730

Subtotal:	2.32	\$	188,107
Employee Benefits:	28.5%	\$	53,619
Total Salaries and Employee Benefits:		\$	241,726

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Office Rent	\$ 43,870
Supplies	\$ 19,498
Accounting Supervision & Audit Preparation Assistance	\$ 29,247
Audit fees	\$ 29,247
Insurance	\$ 15,216
Total Operating Costs	\$ 137,078

Total Indirect Costs	\$	378,804
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Appendix C
Reserved

Appendix D
Reserved



San Francisco Department of Public Health
Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

1. Definitions.

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

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



San Francisco Department of Public Health

Business Associate Agreement

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

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

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

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

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

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

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

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

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

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

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

2. Obligations of Business Associate.

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

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

c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the



San Francisco Department of Public Health
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Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

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

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

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

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

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



what constitutes “minimum necessary” to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

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

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

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

3. Termination.

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

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



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

APPENDIX E



San Francisco Department of Public Health Business Associate Agreement

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

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

Contractor Name:	Bayview Hunters Point Foundation	Contractor City Vendor ID	0000024522
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Contractor Name:	Bayview Hunters Point Foundation	Contractor City Vendor ID	0000024522
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DATA SECURITY ATTESTATION

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

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

I. All Contractors.

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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Appendix G
Dispute Resolution Procedure
For Health and Human Services Nonprofit Contractors
9-06

Introduction

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

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

Dispute Resolution Procedure

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

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

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

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

Appendix -
PAGE A

Control Number

Contractor: Bayview Hunters Point Foundation For Cmmnty Improvement

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

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104

BHS

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: S04 JL 18

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD User Cd

Fund Source: SUD County - General Fund

July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-5 Jelani Family Program PC# - 38502 & 38505 - (HMHSCRES227)												
Res-56a ODS Transitional Living Center	5,475	15			-	-	0%	0%	5,475	15	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 323,160.00	\$ -	\$ -	0.00%	\$ 323,160.00
Fringe Benefits	\$ 96,948.00	\$ -	\$ -	0.00%	\$ 96,948.00
Total Personnel Expenses	\$ 420,108.00	\$ -	\$ -	0.00%	\$ 420,108.00
Operating Expenses:					
Occupancy	\$ 43,700.00	\$ -	\$ -	0.00%	\$ 43,700.00
Materials and Supplies	\$ 9,410.00	\$ -	\$ -	0.00%	\$ 9,410.00
General Operating	\$ 17,129.00	\$ -	\$ -	0.00%	\$ 17,129.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 70,239.00	\$ -	\$ -	0.00%	\$ 70,239.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 490,347.00	\$ -	\$ -	0.00%	\$ 490,347.00
Indirect Expenses	\$ 73,552.00	\$ -	\$ -	0.00%	\$ 73,552.00
TOTAL EXPENSES	\$ 563,899.00	\$ -	\$ -	0.00%	\$ 563,899.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

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

DPH Authorization for Payment

Authorized Signatory

Date

Appendix F
PAGE B

Invoice Number

S04	JL	18
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User Cd

CT PO No.

Tel. No.:

[illegible]

Signature: _____

Date: _____

Printed Name: _____

Phone: _____

Title: _____

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

Appendix F
PAGE A

Control Number

Contractor: Bayview Hunters Point Foundation For Community Improvement

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

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104

BHS

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: M13 JL 18

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: MH CYF County General Fund

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-3 YES PC# - 38171 - 251962-10000-10001670-0001												
Nonres-34 SA-Nonresidntl ODF Indv	336	28			-	-	0%	0%	336	28	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 131,000.00	\$ -	\$ -	0.00%	\$ 131,000.00
Fringe Benefits	\$ 32,750.00	\$ -	\$ -	0.00%	\$ 32,750.00
Total Personnel Expenses	\$ 163,750.00	\$ -	\$ -	0.00%	\$ 163,750.00
Operating Expenses:					
Occupancy	\$ 52,200.00	\$ -	\$ -	0.00%	\$ 52,200.00
Materials and Supplies	\$ 4,200.00	\$ -	\$ -	0.00%	\$ 4,200.00
General Operating	\$ 4,100.00	\$ -	\$ -	0.00%	\$ 4,100.00
Staff Travel	\$ 1,500.00	\$ -	\$ -	0.00%	\$ 1,500.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 62,000.00	\$ -	\$ -	0.00%	\$ 62,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 225,750.00	\$ -	\$ -	0.00%	\$ 225,750.00
Indirect Expenses	\$ 33,870.00	\$ -	\$ -	0.00%	\$ 33,870.00
TOTAL EXPENSES	\$ 259,620.00	\$ -	\$ -	0.00%	\$ 259,620.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

Appendix F
PAGE B

Invoice Number

M13	JL	18
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User Cd

CT PO No.

DETAIL PERSONNEL EXPENDITURES

[illegible]

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Appendix F
PAGE A

INVOICE NUMBER: M12 JL 18

Ct.Blanket No.: BPHM	TBD
----------------------	-----

User Cd

Cl. PO No.: POHM	TBD
------------------	-----

Fund Source: MH MESA (PEI)

Invoice Period : July 2018

Final Invoice:		(Check if Yes)
----------------	--	----------------

ACE Control Number: 574

Unduplicated Clients for Exhibit:

Total Contracted
Exhibit UDC

Delivered THIS PERIOD
Exhibit UDC

Delivered to Date
Exhibit LDC

% of TOTAL
Exhibit LDC

Remaining
Deliverables
Exhibit LDC

Unduplicated Counts for AIDS Use Only

\$	105,438.75
	145,605.20

251.043.95

Signature: _____

Date: _____

Title: _____

DPH Authorization for Payment

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

Authorized Signatory

Date _____

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

Appendix F
PAGE A

Control Number

Contractor: Bayview Hunters Point Foundation For Community Improvement

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

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104

BHS

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: M11 JL 18
Ct.Blanket No.: BPHM TBD
User Cd
Ct. PO No.: POHM TBD
Fund Source: MH WO DCYF Dimension Clinic/ GF CODE
Invoice Period: July 2018
Final Invoice: (Check if Yes)
ACE Control Number:

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

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 68,662.00	\$ -	\$ -	0.00%	\$ 68,662.00
Fringe Benefits	\$ 25,405.00	\$ -	\$ -	0.00%	\$ 25,405.00
Total Personnel Expenses	\$ 94,067.00	\$ -	\$ -	0.00%	\$ 94,067.00
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ 1,000.00	\$ -	\$ -	0.00%	\$ 1,000.00
General Operating	\$ 4,000.00	\$ -	\$ -	0.00%	\$ 4,000.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 99,067.00	\$ -	\$ -	0.00%	\$ 99,067.00
Indirect Expenses	\$ 14,860.00	\$ -	\$ -	0.00%	\$ 14,860.00
TOTAL EXPENSES	\$ 113,927.00	\$ -	\$ -	0.00%	\$ 113,927.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

MH WO - 251962-10002-10001799-0002 - \$111,148.00
 MH CYFCnty CODE - 251962-10002-10001799-0002 - \$2,779.00

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

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

DPH Authorization for Payment

Authorized Signatory

Date

Appendix F
PAGE B

Invoice Number

M11	JL	18
-----	----	----

User Cd

CT PO No.

DETAIL PERSONNEL EXPENDITURES

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

Date: _____

Phone: _____

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

Appendix F
PAGE A

Control Number

INVOICE NUMBER: M06 JL 18

Contractor: Bayview Hunters Point Foundation For Cmnty Improvement

Cl. Blanket No.: BPHM TBD

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

Cl. PO No.: POHM TBD

BHS

MH Adult Fed/ State/ County - GF

Tel. No.: (415) 468-5100

Invoice Period: July 2018

Fax No.: (415) 468-5104

Final Invoice: (Check if Yes)

Funding Term: 07/01/2018 - 06/30/2019

ACE Control Number:

PHP Division: Behavioral Health Services

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

*Unduplicated Counts for AIDS Use Only:

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-1 Adult Behavioral Health PC# 38513 - (HMHMCC730515) 251984-10000-10001792-0001												
15/ 10 - 57, 59 OP - MH Svcs	178,821				\$ 4.55	\$ -	0.000		0.00%		178,821.000	
15/ 60 - 69 OP - Medication Support	32,798				\$ 7.24	\$ -	0.000		0.00%		32,798.000	
15/ 70 - 79 OP - Crisis Intervention	430				\$ 6.01	\$ -	0.000		0.00%		430.000	
15/ 01 - 09 OP - Case Mgt Brokerage	17,669				\$ 3.51	\$ -	0.000		0.00%		17,669.000	
45/ 20 - 29 OS - Cmnty Client Svcs	421				\$ 183.55	\$ -	0.000		0.00%		421.000	
TOTAL	230,139		0.000				0.000		0.00%		230,139.000	
Budget Amount					\$ 1,193,526.00		Expenses To Date		% of Budget		Remaining Budget	
							\$ -		0.00%		\$ 1,193,526.00	

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

NOTES:

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

Signature: _____

Date: _____

Title: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

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

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

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

Appendix H

San Francisco Department of Public Health Privacy Policy Compliance Standards

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

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

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

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

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

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

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

As Measured by: Documentation showing individual was trained exists

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

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

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

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

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

As Measured by: Documentation exists.

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

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

Appendix I

THE DECLARATION OF COMPLIANCE

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

Appendix J

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

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

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

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

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

Reference Documents

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

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

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

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

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

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

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

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

Document 1J(b): DMC Audit Appeals Process

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

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

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

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

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

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

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

Document 2C: Title 22, California Code of Regulations

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

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

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

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

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

Document 2G Drug Medi-Cal Billing Manual

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Document 3J: CalOMS Treatment Data Collection Guide
http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf

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

Document 3S CalOMS Treatment Data Compliance Standards

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

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

Document 5A : Confidentiality Agreement

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

I. Subcontractor Documentation

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

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

Records

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

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

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

II Patient Record Retention

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

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

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

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

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

III. Control Requirements

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

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

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

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

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

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

IV Provider's Agents and Subcontractors

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

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

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

V Breaches and Security Incidents

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

a. Initial Notice to the Department

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

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

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

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

b. Investigation and Investigation Report.

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

c. Complete Report.

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

d. Responsibility for Reporting of Breaches

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

e. Responsibility for Notification of Affected Individuals

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

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

f. Department Contact Information

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

VI Additional Provisions for Substance Abuse Block Grant (SABG)

A. Additional Intergovernmental Agreement Restrictions

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

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

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

C. Hatch Act

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

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

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

E. Noncompliance with Reporting Requirements

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

F. Debarment and Suspension

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

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

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

H. Restriction on Distribution of Sterile Needles

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

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

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

1) Trading Partner Requirements

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

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

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

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

2) Concurrence for Test Modifications to HHS Transaction Standards

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

3) Adequate Testing

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

4) Deficiencies

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

5) Code Set Retention

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

6) Data Transmission Log

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

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

I. Nondiscrimination and Institutional Safeguards for Religious Providers

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

J. Counselor Certification

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

K. Cultural and Linguistic Proficiency

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

L. Intravenous Drug Use (IVDU) Treatment

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

M. Tuberculosis Treatment

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

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

N. Trafficking Victims Protection Act of 2000

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

O. Tribal Communities and Organizations

Provider shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of

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

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

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

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

Q. Youth Treatment Guidelines

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

R. Perinatal Services Network Guidelines

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

S. Restrictions on Grantee Lobbying – Appropriations Act Section 503

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

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

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

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

U. Nondiscrimination in Employment and Services

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

V. Federal Law Requirements:

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

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

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

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

W. State Law Requirements:

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

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

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

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

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

X. Additional Contract Restrictions

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

Y. Information Access for Individuals with Limited English Proficiency

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

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

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

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

Z. Investigations and Confidentiality of Administrative Actions

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

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

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

A1. Subcontract Provisions

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

B1. Conditions for Federal Financial Participation

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

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

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

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

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

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

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

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

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

2. Each subcontract shall:

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

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

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

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

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

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

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

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

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

The required EBPs include:

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

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

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

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

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

C1. Beneficiary Problem Resolution Process

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. A grievance process;
- ii. An appeal process; and,
- iii. An expedited appeal process.

Additional Provisions DMC-ODS

1. Additional Intergovernmental Agreement Restrictions

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

2. Voluntary Termination of DMC-ODS Services

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

3. Nullification of DMC-ODS Services

i. The parties agree that failure of the Contractor, or its subcontractors, to comply with W&I section 14124.24, the Special Terms and Conditions, and this Agreement, shall be deemed a breach that results in the termination of this Agreement for cause.

ii. In the event of a breach, the DMC-ODS services shall terminate. The Contractor shall immediately begin providing DMC services to the beneficiaries in accordance with the State Plan.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2018

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

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

PRODUCER Merriwether & Williams Insurance Services License No.: OCO1378 550 Montgomery St., Suite 550 San Francisco CA 94111	CONTACT NAME: Myra Hogue PHONE (A/C, No, Ext): (415) 886-3999 FAX (A/C, No): (415) 886-4421 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Co. INSURER B: National Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Bayview Hunters Point Foundation For Community Improvement Jelani House, Inc. 150 Executive Park, Suite 2800 San Francisco CA 94134	NAIC #

COVERAGES**CERTIFICATE NUMBER:** CL1811813970**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			OPS0089540	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCC335083A18	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 PER CLAIM \$1,000,000 AGGREGATE \$3,000,000
A	PROFESSIONAL LIABILITY CLAIMS MADE/Retro Date: 10/23/1999			OPS0089540	11/01/2018	11/01/2019	AGGREGATE \$3,000,000

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

THE CITY AND COUNTY OF SAN FRANCISCO, ITS OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED INsofar AS TO THE OPERATIONS UNDER CONTRACT. COVERAGE IS PRIMARY INSURANCE TO ANY OTHER INSURANCE.

CERTIFICATE HOLDER**CANCELLATION**

CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY BEHAVIORAL SERVICES
1380 HOWARD ST
SAN FRANCISCO CA 94103

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

AUTHORIZED REPRESENTATIVE

Myra Hogue

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**SCOTTSDALE INSURANCE COMPANY®****ENDORSEMENT
NO. 4**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0069540	11/01/2018	Bayview Hunters Point Foundation for Community Improvement	Negley Associates 29518

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

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

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

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

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

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

City and County of San Francisco, its officers, agents
and employees
Department of Homelessness and Supportive
Housing
1360 Mission Street, Suite 200
San Francisco, CA 94103



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2018

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

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

PRODUCER
Arthur J. Gallagher & Co.
Insurance Brokers of CA, Inc. LIC #0726293
1255 Battery Street, Suite 450
San Francisco CA 94111

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : NonProfits' United Vehicle Ins Pool

INSURED
Bayview Hunter's Point Foundation for
Community Improvement (0740)
150 Executive Park, #2800
San Francisco CA 94134

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER: 487954999

REVISION NUMBER:

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

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

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

Any Auto means any covered auto under the NPU Vehicle Insurance Program.

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

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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Authorized Representative:

Jeffrey L. Smith



CERTIFICATE OF LIABILITY INSURANCE

BAYVI-1

OP ID: AT

DATE (MM/DD/YYYY)
12/15/2017

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

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

PRODUCER
R Carrie Insurance Agency, Inc
CA LIC 0C01382
P.O. Box 15580
San Francisco, CA 94115
Irja Carrie

CONTACT NAME: Irja Carrie

PHONE (A/C No. Ext): 415-567-7660

FAX (A/C No.): 415-474-7409

E-MAIL ADDRESS: irja@carrieins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Fire Insurance Co

19682

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Bayview Hunters Point Found.
160 Executive Park Blvd#2800
San Francisco, CA 94134

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	CRIME POLICY		FA0239190-17	12/31/2017	12/31/2018	EMPLOYEE THEFT 1,700,000 7500 DED

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

PROOF OF INSURANCE

CERTIFICATE HOLDER

City & County of San Francisco
Community Behavioral
Health Services
1380 Howard Street
San Francisco, CA 94102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2018

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

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

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

COVERAGES**CERTIFICATE NUMBER:** CL1811613970**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		OPS0069540	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCC335063A18	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 PER CLAIM \$1,000,000 AGGREGATE \$3,000,000
A	PROFESSIONAL LIABILITY CLAIMS MADE/Retro Date: 10/23/1998		OPS0069540	11/01/2018	11/01/2019	

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

THE CITY AND COUNTY OF SAN FRANCISCO, ITS OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED BUT INsofar AS TO THE OPERATIONS UNDER CONTRACT. COVERAGE IS PRIMARY INSURANCE TO ANY OTHER INSURANCE.

CERTIFICATE HOLDER**CANCELLATION**

THE CITY AND COUNTY OF SAN FRANCISCO COMMUNITY SUBSTANCE ABUSE SVCS 1380 HOWARD, 4TH FL SAN FRANCISCO CA 94103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: OPS0069540

COMMERCIAL GENERAL LIABILITY

CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Additional Insured Person(s) or Organization(s)

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations;
or
- B. In connection with your premises owned by or rented to you.



COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

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

Cancellation:

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

Premium Payments:

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

Insured:
attached.

As shown on the Certificate of Insurance

Policy Number:

NPU1000-18

Effective Date:
indicated)

July 1, 2018 to July 1, 2019 (or otherwise



Authorized Representative:

Jeffrey L. Smith



SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT
NO.**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0069540	11/01/2018	Bayview Hunters Point Foundation for Community Improvement	Negley Associates 29518

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED (VICARIOUS)—DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

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

In consideration of the premium charged, the coverage afforded under the Coverage Part/Form is extended to the Person or Organization designated above as an Additional Insured but only for any vicarious liability imposed upon the Additional Insured for the negligence of the Named Insured. There is no coverage for the Person or Organization listed above for its sole negligence or any other negligence unless it is the negligence of the Named Insured and such negligence arises directly from the Named Insured's activities performed for the Additional Insured.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

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

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

Endorsement Effective **07-01-17** Policy No. **WCC335063A**

Endorsement No.

Insured **BAYVIEW HUNTERS POINT**

Premium \$ **INCL.**

Insurance Company **NATIONAL CASUALTY COMPANY**

Countersigned By _____

