

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

Third Amendment

THIS **THIRD** AMENDMENT (“Amendment”) is made as of March 1st 2024, in San Francisco, California, by and between **Bayview Hunters Point Foundation** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

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

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because of federal funds and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, this Amendment is consistent with an approval obtained on 12/16/19 from the Civil Service Commission on behalf of the Civil Service Commission under PSC number 48652-16/17 which authorizes the award of multiple agreements, the total value of which cannot exceed \$175,800,000 and the individual duration of which cannot exceed 10 years; and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under [insert resolution number] approved on [insert date of Commission or Board action] in the amount of [insert Dollar Amount] for the period commencing 07/01/17 and ending 06/30/26; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of an elected officer of the City; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated 07/01/17 between Contractor and City, as amended by the:

First Amendment dated 07/01/22, and
Second Amendment dated 06/01/23, and
Third Amendment dated 01/01/24

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

Article 2 Modifications of Scope to the Agreement

2.1 **Term.** Section 2.1 of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on July 1, 2017 and expire on June 30, 2024, unless earlier terminated as otherwise provided herein.

 The City has 1 option to renew the Agreement for a period of 3 years. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

 Option 1: 7/1/24-6/30/27

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

2.1 The term of this Agreement shall commence on July 1, 2017, and expire on June 30, 2027, unless earlier terminated as otherwise provided herein.

2.2 **Payment.** Section 3.3.1 of the Agreement currently reads as follows:

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 **Eleven Million Six Hundred Thousand Dollars (\$11,600,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. 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 **Nineteen Million Four Hundred Ninety-Six Thousand Forty-Three Dollars (\$19,496,043)**. 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. In no event shall City be liable for interest or late charges for any late payments.

- 2.6 **Appendices A-1 and A-2.** Appendices A-1 and A-2 are hereby replaced in its entirety by Appendices A-1 and A-2 (for FY23-24), attached to this Amendment and fully incorporated within the Agreement.
- 2.7 **Appendix B.** Appendix B is hereby replaced in its entirety by Appendix B (For FY 23-24), attached to this Amendment and fully incorporated within the Agreement.
- 2.8 **Appendices B-1 and B-2.** Appendices B-1 and B-2 are hereby replaced in its entirety by Appendices B-1 and B-2 (for FY23-24), attached to this Amendment and fully incorporated within the Agreement.
- 2.9 **Appendix D.** Appendix D is hereby replaced in its entirety by Appendix D, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix D in any place, the true meaning shall be Appendix D, which is a correct and updated version.
- 2.10 **Appendix E.** Appendix E is hereby replaced in its entirety by Appendix E Dated: OCPA & CAT v1/10/2024, and Attestation forms 06-07-2017, and Protected Information Destruction Order Purge Certification 01-10-2024, attached to this Amendment and incorporated within the Agreement.

Article 3 Updates of Standard Terms to the Agreement

3.1 Section 13.3 of the Agreement is replaced in its entirety to read as follows:

13.3 **Business Associate Agreement.** The parties acknowledge that City is a Covered Entity as defined in the Health 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) (1-10-2024)
 1. SFDPH Attachment 1 Privacy Attestation (06-07-2017)
 2. SFDPH Attachment 2 Data Security Attestation (06-07-2017)
 3. SFDPH Attachment 3 Protected Information Destruction Order Purge Certification (01-10-2024)

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.

The Agreement is hereby modified as follows:

- 3.2 **Section 10.15 Public Access to Nonprofit Records and Meetings.** Section 10.15 of the Agreement is replaced in its entirety to read as follows:

10.15. Nonprofit Contractor Requirements.

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

10.15.2. Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

3.3 **Section 4.2 Personnel.** *Section 4.2 of the Agreement is replaced in its entirety to read as follows:*

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. 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 sufficient resources for timely completion within the project schedule

Article 4 Effective Date

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

Article 5 Legal Effect

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

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

CITY

Recommended by:

Grant Colfax, MD
Director of Health
Department of Public Health

CONTRACTOR

Bayview Hunters Point Foundation



James Bouquin
Executive Director

City Supplier number: 0000024522

Approved as to Form:

David Chiu
City Attorney

By: _____
Charles L. Bruce
Deputy City Attorney

Approved:

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

By: _____

Contractor Name: Bayview Hunters Point Foundation (BVHPF)
Program Name: Methadone Maintenance

Appendix A-1
Funding Term: 07/01/23 – 06/30/24
Funding Source: SUD DMC FFP,
SUD State DMC, SUD County GF,
BH MC County Prop C

1. Identifiers:

Bayview Hunters Point Foundation (BVHPF)
Program Name: Jail Methadone Courtesy Dosing
1625 Carroll Street, San Francisco, CA 94124
Phone. (415) 822-8200
Fax: (415) 822-6822
www.bayviewci.org

Program Director: Eric A. Lee
(415) 468-5103
eric.lee@bayviewci.org

Program Code(s): 38164 & 3816OP

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

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

4. Priority Population:

San Francisco residents 18 and over with substance use disorders or at-risk for addiction to heroin and suffer from its attendant mental health and physical health disorders, who are unable to cease the use of heroin without medical assistance. While Bayview Hunters Point Foundation (BVHPF) welcomes and services all ethnicities and populations from all communities throughout San Francisco, services are also designed to meet the cultural and linguistic needs of the African American and Latino populations primarily residing in the Southeast sector of Bayview Hunters Point and Sunnydale communities of San Francisco.

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

Please see Appendix B-1 CRDC.

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6. Methodology:

Program Description/Philosophy:

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

BVHPF operates an Opioid Treatment Program (OTP) model (formerly called Narcotic Treatment Program of NTP) that directly administers methadone medication daily. We meet federal admission, discharge, and continued service criteria under 42 CFR 8.12 and California law. The OTP has previously focused on methadone maintenance to address opioid addiction. To reflect new substance, use disorder treatment services requirements under the Drug Medi-Cal Organized Delivery System (DMC-ODS) pilot, BVHPF proposes to add an Office-Based Opioid Treatment (OBOT) component with enhanced ambulatory addiction treatment services for patients with an opioid and/or alcohol use disorder, with a focus on the provision of Medications for Addiction Treatment (MAT). The program will utilize several new therapies available to meet various levels of needs (including buprenorphine, suboxone, naloxone and disulfiram). BVHPF will also extend MAT therapy to patients who are solely trying to address addiction to alcohol.

Each client entering the Methadone Maintenance Program receives an intake assessment, ASAM multidimensional assessment, medical examination, and a mental health status examination. A small percentage of clients are on a detoxification regimen designed to facilitate their transition to methadone maintenance treatment. Additionally, clients participate with counselors in developing and regularly reviewing their individualized treatment plans (every quarter), which identify quantifiable quarterly and annual goals. In the ongoing phases of treatment, clients are required to participate in individual counseling sessions. Support groups, structured educational experiences, and recovery activities are available on a voluntary basis for interested clients. All clients will come to the clinic daily for their methadone dosing except in pandemics, epidemics, and other unforeseen crisis phenomenon which in such cases guidelines by SFDPH and/or the CDC will be adhered to as directed. All clients will have access to mental health therapy provided by the Bayview Hunters Point Foundation Mental Health Department. Staff from both programs will hold regular case conferences to determine clients' needs, the best methodology for psychological support towards recovery and monitor client progress.

In response to many inquiries from community members, residents, and phone calls from other providers, community partners, walk-ins etc. expressing the need for services to those with drug and alcohol addictions, the Bayview Hunters Point Foundation Methadone Maintenance Program has expanded our services to offer Outpatient Substance Use Disorder Treatment onsite at "The Ernest Mitchell Jr. Outpatient Services".

The Ernest Mitchell Jr. Outpatient Services Program provides Outpatient services to individuals with drug and alcohol addictions (alcohol, cocaine, methamphetamine, etc.) All clients enrolled in The Ernest Mitchell Jr. Outpatient services are assessed for a Substance

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Use Disorder Diagnosis to determine medical necessity using the Diagnostic and Statistical Manual of Mental Disorders “DSM-V.”

Outreach and referral priority is for Jelani Family Step-Down Program, Bayview Hunters Point Foundation Behavioral Health Services, Bayview SAFE Navigation Center, Bayshore Navigation Center, Bayview Hill Gardens, The Arlington Hotel, and any of the Foundation’s departments providing services servicing individual adults.

Outreach services to other community partners include United Council of Human Services, Bayview Senior Services, Southeast Health Clinic, Third Street Clinic, Drug Court, San Francisco Sheriff Department, and collaboration with all partners in the Bayview community at large. We will also accept self-referrals. Each Outpatient client enrolled in the program will receive an intake assessment and health screening. Clients will be assigned a counselor to develop individualized treatment plans. The development and review of the treatment plan will allow clients to establish goals with their counselor to address needs and barriers towards recovery and maintaining sobriety. Outpatient clients will participate in individual counseling as part of the treatment plan. BVHPF SUDS will encourage clients to engage in additional outside support groups, structured educational projects, and recovery activities i.e. (Narcotics Anonymous, Alcoholics Anonymous, Harm Reduction, and SMART Recovery).

Additional Medications for Addiction Treatment (MAT):

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

Buprenorphine/Naloxone-Combo MAT services will include:

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

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

Admission Criteria:

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

- Confirmed and documented history of at least two years of addiction to opiates on eligibility/intake paperwork (completed within the same session) and documented on forms in the eligibility packet. Confirmation can include self-reports, medical history, and physical examinations.

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- Confirmed history of two or more unsuccessful attempts in withdrawal treatment with subsequent relapse to illicit opiate use. Confirmation can include self-reports, medical history, and physical examinations.
- A minimum age of 18 year
- Certification by the physician of fitness for replacement narcotic therapy based upon physical examination, medical history, and indicated laboratory findings
- Evidence of observed signs of physical dependence

Clients seeking admission to the Outpatient Treatment Services, must meet the following minimum criteria, which will also be entered in their individual treatment records upon acceptance into the program:

- Identified primary alcohol, cocaine, methamphetamine, and other drug-related problems.
- Demonstrated willingness to participate in ongoing counseling services and program activities.
- A minimum age of 18 years

Intended and Average Length of Stay:

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

The intended length of stay for new clients admitted to the Outpatient Program will be 12 months. The average length of stay will be six months. The 12-month length of stay projection for Outpatient clients is based on the anticipated client need and treatment planning. If it is established between the client and counselor that additional time is needed before discharge, the program will review and modify treatment accordingly. Extended treatment will be provided based on approved treatment plans and client involvement.

Criteria for Successful Participation:

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

Criteria for Successful Completion:

Successful completion of the program is on a continuum. It begins at the start of treatment and is recognized by the adherence to daily visits to the clinic and progresses to a client who is clean and sober, who no longer needs methadone treatment to remain heroin-free and who could be, based on client objectives, employable, connected to family, remaining arrest-free and with no

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visits to the Emergency Department at the hospital for substance use sickness or injury. The program uses client established treatment plan goals to define the place on the continuum where the client starts and ends.

Clients enrolled in The Ernest Mitchell Jr. Outpatient Services, will be screened for non-use of alcohol, cocaine, methamphetamine, and other drugs for at least six months. There must be regular and active participation in the therapeutic milieu of the program.

With the regular and active participation in the therapeutic milieu, the client(s) will have demonstrated a behavioral change and have an increased role of responsibility and leadership in treatment.

Strategies:

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

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

- Intake and orientation
- Program operation
- Transition
- Aftercare

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

The Ernest Mitchell Jr. Outpatient Services will work in conjunction with the Methadone Maintenance Program to create a treatment milieu utilizing a bio-psychosocial therapeutic treatment approach. As the client directed treatment milieu evolves, clients in the Outpatient Services who are interested in furthering their recovery goals will be incorporated into ongoing program activities. This client directed treatment milieu will utilize a harm reduction philosophy from a culturally competent perspective and will include the following levels of client participation:

- Assessment and Intake
- Program Orientation
- Treatment Process
- Counseling Services
- Community Socialization

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- Discharge Planning/Aftercare

The levels of participation in the Outpatient Treatment program will allow clients to develop the necessary skills to identify triggers for relapse, develop coping skills to combat triggers and build a support network to maintain sobriety. This will allow clients the ability to function productively in the community. Clients will be required to carry out a basic level of mandatory responsibility beginning early in their treatment within the program i.e., intake and orientation. Once clients successfully complete the intake and orientation level, they will begin the treatment process. The treatment process will consist of the development of an individualized treatment plan, individual and group counseling, establishing support groups and other activities. The graduation level will coincide with the treatment level once clients demonstrate the ability to maintain sobriety i.e., behavior change "impulsivity", increased engagement with services, finding or maintaining housing, and finding or maintaining employment. These demonstrations will have earned the right to a successful discharge from the Outpatient Treatment Program.

The aftercare level will consist of providing the clients with case management services for continuity of care. This will allow the clients to continue to be linked to services in the community. The program will be structured to reward clients to reinforce positive behaviors; personal growth being displayed increases continued successful functioning in the levels of participation.

The structure of the program will be an ongoing continuum of counseling services, skills building activities and other weekly services. The program structure will consist of a mixture of various counseling and treatment planning interventions along with a mix of educational, pre-vocational and artistic activities. The focus of these activities and interventions will be on assisting the clients in meeting the goals of their treatment plans, increasing their level of self-esteem, and increasing their ability to function productively in the community. It is projected that within 15 calendar days from the client's admission to the program, he or she will work directly with a counselor.

Needs Assessment:

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

- a. A summary of the client's psychological and sociological background, including specific educational and vocational experiences, skills (technical, vocational, artistic, etc.) and interests.

The client's strengths, needs, abilities, and preferences which are documented in the client's own words:

- a. An assessment of the client's needs for:
- b. Dental, Vision, Health, Mental Health, and Complimentary Care
- c. HIV, Hepatitis C and Sexually Transmitted Disease/Infectious Disease screening (Opt-out)

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- d. Educational, economic, and legal services
- e. Vocational habilitation and or rehabilitation

Treatment Plan:

- a. Quantifiable short-term (requires 90 days or less to achieve) and long-term (requires over 90 days to achieve) goals to be achieved by the client that are based on identified needs with estimated target dates for their attainment.
- b. Specific behavioral tasks the client must accomplish to achieve each treatment plan goal within the time period of the estimated target dates.
- c. A description of the type, purpose and frequency of counseling and program activities the client will be participating in
- d. Clients' Primary Counselors will formally evaluate and update the needs assessments and treatment plans every three months (or sooner if indicated) from the date of clients' signed admission to the program.

The Assistant Director will review all initial and updated treatment plans and needs assessments within 14 calendar days from the effective dates of the plans. Upon the final review of the plan of care the Medical Director/ LPHA will verify findings and sign individual plans where it is deemed clinically or medically appropriate.

Outreach:

The Methadone Maintenance and Outpatient Services outreach efforts are spread throughout the city and county of San Francisco. The primary outreach relationships have been developed with BVHPF, Jelani Family Residential Step-Down Program, Navigation Centers, (Bayview SAFE, Bayshore SAFE, Bayview Hills Garden, United Council, (HOPE SF Alice Griffith Housing Development, Phoenix Project), Project Homeless Connect, Southeast Health Center, and The George Davis Senior Services.

Discharge Criteria for Non-Compliance:

If a client(s) has fourteen (14) consecutive days of no shows for dosing and make threats or display acts of violence against staff or other clients could be grounds for termination. Clients are informed and have the right to access the grievance process if they feel the decision to discharge is unfair.

Schedule:

The schedule for Methadone Maintenance daily dosing is as follows:

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DAYS	TIMES
Monday – Friday	6:15 a.m. – 12:00 p.m.
Saturday – Sunday	7:00 a.m. – 11:00 a.m.
Holidays	6:15 a.m. – 10:00 a.m.

The Outpatient Schedule of Services are as follows:

DAYS	TIMES
Monday – Friday	8:00 a.m. – 4:00 p.m.

Step 1: Overview: Continuity Plan for Jail Dosing to ensure uninterrupted jail daily dosing services during staff shortages or unexpected staff absences and/or in the event of a disaster or emergency. During such possible circumstances, Methadone Dosing provided to BVHPF patients onsite at SFGH, Ward 93 Opiate Outpatient Treatment Program (OTOP).

BVHPF patients will receive their daily dose of Methadone at SFGH, Ward 93 OTOP in accordance with Title 9 Guidelines for Courtesy Dosing. This will be accomplished per the following procedures.

Procedure:

- BVHPF clinic staff maintains current updates of patient ROIs on file to authorizing services between Ward 93 and BVHPF patients.
- Patient census: BVHPF will provide Ward 93 a patient list to include current maintenance, detox, and jail census.
- Identification of patients: BVHPF SUDS Administrative Manager or other identified staff during her absence will bring a current client call list. This excludes jail patients.
- Dosing Records: for each patient scheduled to be dosed there will be as follows:
 - Temporary (Courtesy) Dose Form completed
 - Client Medication Record to include:
 - Name, CBHS ID #
 - Dose
 - MD Signature
 - Medical Issues
 - Records will be in separate BVHPF Dosing Binder
- Dosing Orders: each Courtesy Dose Form and Client Medication Record will be signed by SFGH Ward 93 Physician.
- Dosing Site: BVHPF patients will be dosed at SFGH, Bldg. 90, Ward 93 in Rm 312. (If Ward 93 is not able to be accessed due to the critical event or disaster, BVHPF patients will be referred to the van parking lot per disaster plan for OTOP. This will be accessed as follows:
 - BVHPF patient will be checked in by a staff member from the BVHPF clinic.
 - Patient will proceed to the dosing window when called.
 - BVHPF staff person will be available at dosing window to assist in addition of patients. At the window, each client will be asked his/her name and birth date as a form of identification.

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- Patient will receive dose.
- Dosing Hours: BVHPF patient dosing hours will be 6:15am to 12:00 pm.
- Security: BVHPF will provide on-site at SFGH Ward 93 One (1) Security Guard during hours when BVHPF patients are being dosed.

Jail Services will be provided per holiday dosing schedule which is as follows:

BVHPF Jail Nurse will drop off dose and leave doses with the Charge Nurse at the SF County Jails per protocol.

Conducted as follows:

- Doses will be prepared per Physician's orders at Ward 93
- Doses will be delivered by a BVHPF Nurse escorted by a BVHPF Security Staff to the Jail Medical Services.
- Upon BVHPF clinic opening after the disaster and termination of courtesy dosing, copies of patient dosing records will be provided to BVHPF. This includes all dosing services including those delivered to Jail Medical Services.

Step 2: Daily Dosing Coverage Plan

- **Immediate Coverage:** If a staff call-out, the Nursing Supervisor is immediately notified and consults the call list to arrange for a backup staff member to cover the shift.
- **Nursing Assistant Unit Manager Steps In:** If a backup staff member cannot be secured on short notice, the Nursing Supervisor will step in to cover the dosing duties for that day.
- **Dispensing Nurse Unit Manager Coverage:** Should the Nursing Assistant Unit Manager be unavailable; the Dispensing Nurse Unit Manager will cover the shift. If both are unavailable, they will coordinate with the SUDS Director or Asst. SUDS Director.
- **The Medical Director/Dispensing Nurse Unit Manager and Dispensing Nurse Unit Asst. Manager, BHS Director/SUDS:** Should the Medical Director be unavailable, the Dispensing Nurse Unit Manager, Dispensing Nurse Unit Asst. Manager, the BHS Director or Asst. SUDS Director will notify Jail Health Service Nurses at (415) 995-1700 that they will be dropping off medication to 425 7th Street, San Francisco, CA 94103 and 1 Moreland Dr, San Bruno, CA 94066 at the secured check-in area to receive medications.
- **External Assistance In Emergency Situations:** - In emergency situations where staffing coverage cannot be secured internally, the SUDS Director or Medical Director may authorize the assistance of San Francisco General Hospital Ward 93 for dosing assistance via medication drop off to 425 7th Street, San Francisco, CA 94103 and 1 Moreland Dr, San Bruno, CA 94066 at the secured check-in area to receive medications as above described.

Step 3: Staffing and Responsibilities Overview

1. **Medical Director** is responsible for the medical direction of the clinic
2. **BHS Director** is responsible for overseeing the management and operations the department

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3. **SUDS Asst. Director** - Oversees the program's overall operation, ensuring compliance with regulations and quality of patient care. Contact for external agencies/partners
4. **Dispensing Nurse Unit Manager** - Oversees the entire dispensing unit, ensuring all nursing staff are adequately trained and protocols are followed.
5. **Dispensing Nurse Asst. Supervisor** - Assists the Dispensing Nurse Unit Manager in daily operations and acts as the primary point of contact in their absence.
6. **Backup Staff** - Identified and trained on call nursing staff members who can fill in when regular staff are unavailable.

Step 4: Regular Staffing Plan

- Ensure a roster of nursing staff is scheduled to cover all dosing hours, including weekends and holidays.
- Regularly review staffing levels and adjust schedules as needed to meet client demand.

Step 5: Training for Backup Staff

- Conduct comprehensive training for designated backup staff, ensuring they are familiar with dosing protocols, client management systems, and emergency procedures.
- Schedule regular refresher training sessions to keep backup staff updated on any changes.

Step 6: Implementation of a Call-Out Procedure

- A. **Maintain a clear procedure for staff** to report absences as early as possible, ideally with at least 24-hour notice.
- B. **Maintain a call list of backup staff** who can be contacted to cover shifts on short notice. Review call list quarterly for updates.
- C. **Cross-Training:** Ensure that multiple staff members are cross-trained in various roles to provide flexibility in covering shifts.
- D. **Communication:** - Jail Health Services Staff and BVHPF staff listed above are informed of any changes to dosing schedules, staff changes and procedures promptly via email and phone. Ensure staff review and update the relevant contact list quarterly.

Step 7: Review and Update the Plan Regularly

- **Schedule regular reviews** of the continuity plan, at least semi-annually, to identify any areas for improvement or updates needed due to staff changes or regulatory updates.
- **After any use of the plan**, conduct a debrief to gather feedback and make necessary adjustments.

This detailed continuity plan ensures that the Bayview Hunters Point Foundation's Jail Dosing Program can provide continuous care to its clients, even in the face of staffing challenges, by leveraging internal and external resources along with training effectively.

Contractor Name: Bayview Hunters Point Foundation (BVHPF)

Program Name: Methadone Maintenance

Appendix A-1

Funding Term: 07/01/23 – 06/30/24

Funding Source: SUD DMC FFP,
SUD State DMC, SUD County GF,
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Linkages:

Community resources are regularly utilized for Methadone Maintenance and Outpatient clients through our case management services. Additional resources are i.e., life skills classes, workforce development, mental health therapy, clinical case management and financial education. External linkages outside of BVHPF wrap around services include -Young Community Developers, Northern California Service League; San Francisco Homeless Connect; Bayview Mental Health Services, Westside Community Services, SF Department of Human Services.

Staffing:

The Methadone Maintenance and Outpatient Program’s medical, clinical, and administrative staff ensures efficient and effective program operations and service delivery. All SUD Counselors are certified, certification eligible, and/or registered to meet the State of California requirements. Licenses for all Nurses and Physicians are required and monitored for good standing. Refer to Appendix B for further information on staffing.

Absences, Emergencies and Coverage of Behavioral Health Services (BHS) Director and, SUDS Medical Director to ensure continuity of care and efficient functioning of the Clinic
The purpose of this protocol is to outline procedures in the event of short-and- long-term absences and exits from BVHPF on behalf of the Behavioral Health Services (BHS) Director.

A.SUDS BHS Director Role Summary

The primary role of the Director of Behavioral Health Services (BHS) is to ensure the delivery of high quality, evidence-based care to individuals seeking treatment for mental health, substance use disorders and complex needs. The BHS Director works closely with and oversees a multidisciplinary teams of healthcare professionals, including psychiatrists, psychologists, clinicians, certified counselors, and case managers to deliver quantitative and qualitative care to patients.

The BHS Director also directly supervises the Assistant Director of SUDS and the Assistant Director of Mental Health and ensures the successful operation of the clinic. The BHS Director is the point of contact for external agencies that includes but not limited to collaborative partners, funders and city, county, state, and federal representatives.

I. Short Term Absences (Up to 3 weeks)

If the BHS Director is absent from the site for up to three (3) weeks or less, for reasons that include but not limited to vacation, sick leave, bereavement, FMLA, etc., the following procedure will be executed:

Contractor Name: Bayview Hunters Point Foundation (BVHPF)

Program Name: Methadone Maintenance

Appendix A-1

Funding Term: 07/01/23 – 06/30/24

Funding Source: SUD DMC FFP,
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- a) The Assistant Director of Mental Health and the Assistant Director of SUDS will serve as Interim Directors of each department. Oversight will be provided by the CMO.

II. Long Term Absences (Minimum 1 month or more)

If the BHS Director is absent from the site for one month or more for family, medical leave, etc., the BHS department will follow the protocol hereinafter.

- a) The Assistant Director of Mental Health and the Assistant Director of SUDS will serve as Interim Directors of each department. Oversight will be provided by the CMO

III. Permanent Exits from the BHS Department or BVHPF

If the BHS Director exits the department or BVHPF, the agency will follow the below outlined protocol.

- a) The Assistant Director of Mental Health and the Assistant Director of SUDS will serve as Interim Directors of each department. Oversight will be provided by the CMO. This procedure will be adhered to until the agency appoints another BHS Director to the open position.

B. SUDS Medical Director's Role Summary

The primary role of the SUDS Medical Director's role is to provide medical direction to the OMM Outpatient Clinic. The Medical Director works closely with multidisciplinary teams including but not limited to certified counselors, clinicians, LVN dispensing nurses, nurse practitioners, psychologists, psychiatrist, and other healthcare professionals to deliver high quality, medical services to patients seeking treatment for substance use disorders, mental health challenges and other complex needs.

The SUDS Medical Director's also works closely with the BHS Director, Staff Psychiatrist(s), Assistant Director of SUDS and the Assistant Director of Mental Health and ensures the successful operation of the medical clinic. The Medical Director is the point of contact for external agencies that includes but not limited to collaborative partners, SFDPH and city, county, state, and federal representatives.

IV. Short Term Absences (Up to 3 weeks)

If the Medical Director is absent from the site for up to three (3) weeks or less, for reasons that include but not limited to vacation, sick leave, bereavement, FMLA, etc., the following procedure will be executed:

- a) The Medical Director (MD) and BHS Psychiatrist works closely together. In addition to the regular MD being on-call for emergency situations, the BHS Psychiatrist will serve as the Interim Medical Director of the OMM Outpatient clinic. Clinic staff will also adhere to protocol in place if medically sound. The BHS Director will provide oversight of the clinic.
- b) BVHPF has an allowance for a NP. If there is a NP onboard, the NP will serve as Interim Medical Director with direction from BHS Psychiatrist on staff.

Contractor Name: Bayview Hunters Point Foundation (BVHPF)

Program Name: Methadone Maintenance

Appendix A-1

Funding Term: 07/01/23 – 06/30/24

Funding Source: SUD DMC FFP,
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- c) In the event of an emergency, patients will be referred to our sister agency at San Francisco General SUDS clinic

V. Long Term Absences (Minimum 1 month or more)

When the BHS Director is absent from the site for one month or more for family, medical leave, etc., the BHS department will follow the protocol hereinafter.

- a) In the interim, the Medical Director (MD) and BHS Psychiatrist works closely together. In addition to the regular MD being on-call for emergency situations, the BHS Psychiatrist will serve as the Interim Medical Director of the OMM Outpatient clinic. Clinic staff will also adhere to protocol in place if medically sound. The BHS Director will provide oversight of the clinic.
- b) BVHPF has an allowance for a NP. If there is a NP onboard, the NP will serve as Interim Medical Director with direction from BHS Psychiatrist on staff. BVHPF has a partnership with locum tenens agency, Coker & Schofield that has been dependable in providing the agency Primary Care Physicians (PCP). BVHPF HR Dept. will request a temporary PCP from Coker & Schofield if needed for longer term absences.
- c) In the event of an emergency, the agency has a Memorandum of Understanding in place with our sister agency, San Francisco General Hospital, Ward 93 that have agreed to continue care of our clients in the event of the event of an emergency

VI. Permanent Exits from the BHS Department or BVHPF

If the BHS Director exits the department or BVHPF, the agency will follow the below outlined protocol.

- a) The interim BHS Psychiatrist works with the NP to serve as Interim Medical Director of the OMM Outpatient clinic. The BHS Director will provide oversight of the clinic.
- b) BVHPF has a partnership with a locum tenens agency that has been dependable in providing the agency Primary Care Physicians (PCP). BVHPF's HR Dept. will request a temporary PCP to serve as Interim MD. BVHPF HR Department will recruit another physician to serve as MD for the Outpatient clinic
- c) In the event of an emergency, the agency has a Memorandum of Understanding in place with our sister agency, San Francisco General Hospital, Ward 93 that have agreed to continue care of our clients during emergencies.

7. Objectives and Measurements:

Contractor Name: Bayview Hunters Point Foundation (BVHPF)

Program Name: Methadone Maintenance

Appendix A-1

Funding Term: 07/01/23 – 06/30/24

Funding Source: SUD DMC FFP,
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“All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance Objectives FY 23-24.”

8. Continuous Quality Improvement:

BVHPF Use Disorder - Narcotic Treatment Programs: Methadone Maintenance/Jail Dosing Programs /Outpatient Program CQI activities are designed to enhance, improve, and monitor quality of services.

- A. Our Program identifies areas of improvement through chart reviews and case conferences, which are conducted monthly. Avatar and Methasoft reports are also reviewed and reconciled on a monthly basis by the Medical Records Staff. Participants in the case conference meetings include the Medical Director, Staff Physician, Management, and Counselors.
- B. 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.
- C. 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 Community Behavior Health Services (BHS), with standards and practices defined by Department of Health Care Services (DHCS) and Commission of Accredited Rehabilitative Facilities (CARF). To ensure compliance with documentation of treatment plans, case notes and timely signatures, monthly chart reviews are conducted by Medical Records Staff and Counselors, then discussed with the Program Coordinator/Supervisor for follow-up issues.
- D. All staff participate in an annual documentation training provided internally and by Behavioral Health Services. Staff meetings are on a biweekly/monthly basis as a venue where staff can discuss administrative and clinical issues.
- E. 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 Privacy and Compliance, Blood Borne Pathogens, Sexual Orientation & Gender Identity, Active Shooter, CPR/First Aid, Sexual Harassment, Code of Conduct, Documentation Review and Corporate Compliance.
- F. BVHPF values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual Focus Groups and Client Satisfaction Surveys administered on an annual basis. Clients' suggestions from Focus Groups are documented and then discussed with the multi-disciplinary staff. Changes that improve the

Contractor Name: Bayview Hunters Point Foundation (BVHPF)

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Appendix A-1

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efficacy, quality or outcomes of program services are prioritized for implementation. Results of the focus groups are posted throughout the facility that encourages clients to give additional feedback.

We also provide a suggestion box for clients and staff. BHS client satisfaction results are reviewed and discussed with staff and clients. The Jail Methadone Courtesy Dosing Program is an ancillary program that is jail-based; therefore, the client satisfaction surveys objective is waived.

- G. Continuous quality improvement assures that program will remain licensed by the State Department of Health Care Services (DHCS), comply with its licensing regulation, maintain accreditation as required through the Substance Abuse and Mental Health Services Administration (SAMSHA) under new federal regulations, and maintain CARF certification under guided regulations. The Foundation will work with Behavior Health Services (BHS) to meet and comply with all state and Drug Medi-Cal Waiver requirements to continue to offer Opioid Treatment and Outpatient Services.
- H. The Narcotic Treatment Programs: Methadone Maintenance/Detoxification, Jail Dosing and Outpatient Programs will comply with San Francisco Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Health Insurance Portability Accountability Act (HIPAA), and Cultural Competency.

9. Required Language: N/A

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

1. Agency and Program Information:

Bayview Hunters Point Foundation (BVHPF)
Program Name: Jail Methadone Courtesy Dosing
1625 Carroll Street, San Francisco, CA 94124
Phone. (415) 822-8200
Fax: (415) 822-6822
www.bayviewci.org

Eric A. Lee, Program Director, Substance Use Disorder Services
eric.lee@bayviewci.org Phone. (415) 468-5103
Program Code: 89163

2. Nature of Document:

Check one

Original **Contract Amendment** Revision to Program Budgets

3. Goal Statement:

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

4. Target Population:

San Francisco residents who are using, addicted to, or at-risk for substance use addiction that include incarcerated adult males, females, and transgender heroin users, who are unable to cease the use of heroin without medical assistance, currently registered in a Narcotic Treatment Program and are incarcerated in the San Francisco City and County jails. While BVHPF welcomes and Services all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of the African American and Latino population in the Bayview Hunters Point and Sunnysdale neighborhoods of San Francisco.

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

See Appendix B CRDC.

6. Methodology:

Program Description/Philosophy:

The Jail Methadone Maintenance and Detoxification Programs provide methadone maintenance or detoxification dosing services to eligible incarcerated clients, who come from San Francisco neighborhoods that include Bayview Hunters Point and Sunnydale.

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

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

Admission Criteria:

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

Intended and Average Length of Stay:

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

Strategies:

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

Discharge Criteria for Non-Compliance:

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

Schedule:

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

DAYS	TIMES
Monday – Friday	6:15 a.m. – 12:00 p.m.
Saturday – Sunday	7:00 a.m. – 11:00 a.m.
Holidays	6:15 a.m. – 10:00 a.m.

The Outpatient Schedule of Services are as follows:

DAYS	TIMES
Monday – Friday	8:00 a.m. – 4:00 p.m.

Step 1: Overview: Continuity Plan for Jail Dosing to ensure uninterrupted jail daily dosing services during staff shortages or unexpected staff absences and/or in the event of a disaster or emergency. During such possible circumstances, Methadone Dosing provided to BVHPF patients onsite at SFGH, Ward 93 Opiate Outpatient Treatment Program (OTOP).

BVHPF patients will receive their daily dose of Methadone at SFGH, Ward 93 OTOP in accordance with Title 9 Guidelines for Courtesy Dosing. This will be accomplished per the following procedures.

Procedure:

- BVHPF clinic staff maintains current updates of patient ROIs on file to authorizing services between Ward 93 and BVHPF patients.
- Patient census: BVHPF will provide Ward 93 a patient list to include current maintenance, detox, and jail census.
- Identification of patients: BVHPF SUDS Administrative Manager or other identified staff during her absence will bring a current client call list. This excludes jail patients.
- Dosing Records: for each patient scheduled to be dosed there will be as follows:
- Temporary (Courtesy) Dose Form completed
- Client Medication Record to include:
 - Name, CBHS ID #
 - Dose
 - MD Signature
 - Medical Issues
- Records will be in separate BVHPF Dosing Binder
- Dosing Orders: each Courtesy Dose Form and Client Medication Record will be signed by SFGH Ward 93 Physician.
- Dosing Site: BVHPF patients will be dosed at SFGH, Bldg. 90, Ward 93 in Rm 312. (If Ward 93 is not able to be accessed due to the critical event or disaster, BVHPF

patients will be referred to the van parking lot per disaster plan for OTOP. This will be accessed as follows:

- BVHPF patient will be checked in by a staff member from the BVHPF clinic.
- Patient will proceed to the dosing window when called.
- BVHPF staff person will be available at dosing window to assist in addition of patients. At the window, each client will be asked his/her name and birth date as a form of identification.
- Patient will receive dose.
- Dosing Hours: BVHPF patient dosing hours will be 6:15am to 12:00 pm.
- Security: BVHPF will provide on-site at SFGH Ward 93 One (1) Security Guard during hours when BVHPF patients are being dosed.

Jail Services will be provided per holiday dosing schedule which is as follows:

BVHPF Jail Nurse will drop off dose and leave doses with the Charge Nurse at the SF County Jails per protocol.

Conducted as follows:

- Doses will be prepared per Physician's orders at Ward 93
- Doses will be delivered by a BVHPF Nurse escorted by a BVHPF Security Staff to the Jail Medical Services.
- Upon BVHPF clinic opening after the disaster and termination of courtesy dosing, copies of patient dosing records will be provided to BVHPF. This includes all dosing services including those delivered to Jail Medical Services.

Step 2: Daily Dosing Coverage Plan

- **Immediate Coverage:** In the event of a staff call-out, the Nursing Supervisor is immediately notified and consults the call list to arrange for a backup staff member to cover the shift.
- **Nursing Assistant Unit Manager Steps In:** If a backup staff member cannot be secured on short notice, the Nursing Supervisor will step in to cover the dosing duties for that day.
- **Dispensing Nurse Unit Manager Coverage:** Should the Nursing Assistant Unit Manager be unavailable; the Dispensing Nurse Unit Manager will cover the shift. If both are unavailable, they will coordinate with the SUDS Director or Asst. SUDS Director.
- **The Medical Director/Dispensing Nurse Unit Manager and Dispensing Nurse Unit Asst. Manager, BHS Director/SUDS:** Should the Medical Director be unavailable, the Dispensing Nurse Unit Manager, Dispensing Nurse Unit Asst. Manager, the BHS Director or Asst. SUDS Director will notify Jail Health Service Nurses at (415) 995-1700 that they will be dropping off medication to 425 7th Street, San Francisco, CA 94103 and 1 Moreland Dr, San Bruno, CA 94066 at the secured check-in area to receive medications.

- **External Assistance In Emergency Situations:** - In emergency situations where staffing coverage cannot be secured internally, the SUDS Director or Medical Director may authorize the assistance of San Francisco General Hospital Ward 93 for dosing assistance via medication drop off to 425 7th Street, San Francisco, CA 94103 and 1 Moreland Dr, San Bruno, CA 94066 at the secured check-in area to receive medications as above described.

Step 3: Staffing and Responsibilities Overview

1. **Medical Director** is responsible for the medical direction of the clinic
2. **BHS Director is responsible for overseeing the management and operations the department**
3. **SUDS Asst. Director** - Oversees the program's overall operation, ensuring compliance with regulations and quality of patient care. Contact for external agencies/partners
4. **Dispensing Nurse Unit Manager** - Oversees the entire dispensing unit, ensuring all nursing staff are adequately trained and protocols are followed.
5. **Dispensing Nurse Asst. Supervisor** - Assists the Dispensing Nurse Unit Manager in daily operations and acts as the primary point of contact in their absence.
6. **Backup Staff** - Identified and trained on call nursing staff members who can fill in when regular staff are unavailable.

Step 4: Regular Staffing Plan

- Ensure a roster of nursing staff is scheduled to cover all dosing hours, including weekends and holidays.
- Regularly review staffing levels and adjust schedules as needed to meet client demand.

Step 5: Training for Backup Staff

- Conduct comprehensive training for designated backup staff, ensuring they are familiar with dosing protocols, client management systems, and emergency procedures.
- Schedule regular refresher training sessions to keep backup staff updated on any changes.

Step 6: Implementation of a Call-Out Procedure

- A. **Maintain a clear procedure for staff** to report absences as early as possible, ideally with at least 24-hour notice.
- B. **Maintain a call list of backup staff** who can be contacted to cover shifts on short notice. Review call list quarterly for updates.
- C. **Cross-Training:** Ensure that multiple staff members are cross-trained in various roles to provide flexibility in covering shifts.

- D. **Communication:** - Jail Health Services Staff and BVHPF staff listed above are informed of any changes to dosing schedules, staff changes and procedures promptly via email and phone. Ensure staff review and update the relevant contact list quarterly.

Step 7: Review and Update the Plan Regularly

- **Schedule regular reviews** of the continuity plan, at least semi-annually, to identify any areas for improvement or updates needed due to staff changes or regulatory updates.
- **After any use of the plan**, conduct a debrief to gather feedback and make necessary adjustments.

This detailed continuity plan ensures that the Bayview Hunters Point Foundation's Jail Dosing Program can provide continuous care to its clients, even in the face of staffing challenges, by leveraging internal and external resources along with training effectively.

Linkages:

Community resources are regularly utilized for Methadone Maintenance and Outpatient clients through our case management services. Additional resources are i.e., life skills classes, workforce development, mental health therapy, clinical case management and financial education. External linkages outside of BVHPF wrap around services include - Young Community Developers, Northern California Service League; San Francisco Homeless Connect; Bayview Mental Health Services, Westside Community Services, SF Department of Human Services.

Progression:

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

Linkages:

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

Staffing:

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

Staffing:

The Jail Dosing, Methadone Maintenance and Outpatient Program’s medical, clinical, and administrative staff ensures efficient and effective program operations and service delivery. All SUD Counselors are certified, certification eligible, and/or registered to meet the State of California requirements. Licenses for all Nurses and Physicians are required and monitored for good standing. Refer to Appendix B for further information on staffing.

Absences, Emergencies and Coverage of Behavioral Health Services (BHS) Director and, SUDS Medical Director to ensure continuity of care and efficient functioning of the Clinic

The purpose of this protocol is to outline procedures in the event of short-and- long-term absences and exits from BVHPF on behalf of the Behavioral Health Services (BHS) Director.

In case of the long-term absence of the Dispensing Unit Nursing Manager, the Dispensing Unit Nursing Asst. Manager may step into the role of Interim Nursing Manager.

A.SUDS BHS Director Role Summary

The primary role of the Director of Behavioral Health Services (BHS) is to ensure the delivery of high quality, evidence-based care to individuals seeking treatment for mental health, substance use disorders and complex needs. The BHS Director works closely with and oversees a multidisciplinary teams of healthcare professionals, including psychiatrists, psychologists, clinicians, certified counselors, and case managers to deliver quantitative and qualitative care to patients.

The BHS Director also directly supervises the Assistant Director of SUDS and the Assistant Director of Mental Health and ensures the successful operation of the clinic. The BHS Director is the point of contact for external agencies that includes but not limited to collaborative partners, funders and city, county, state, and federal representatives.

I. Short Term Absences (Up to 3 weeks)

If the BHS Director is absent from the site for up to three (3) weeks or less, for reasons that include but not limited to vacation, sick leave, bereavement, FMLA, etc., the following procedure will be executed:

- a) The Assistant Director of Mental Health and the Assistant Director of SUDS will serve as Interim Directors of each department. Oversight will be provided by the CMO.

II. Long Term Absences (Minimum 1 month or more)

If the BHS Director is absent from the site for one month or more for family, medical leave, etc., the BHS department will follow the protocol hereinafter.

- a) The Assistant Director of Mental Health and the Assistant Director of SUDS will serve as Interim Directors of each department. Oversight will be provided by the CMO

III. Permanent Exits from the BHS Department or BVHPF

If the BHS Director exits the department or BVHPF, the agency will follow the below outlined protocol.

- a) The Assistant Director of Mental Health and the Assistant Director of SUDS will serve as Interim Directors of each department. Oversight will be provided by the CMO. This procedure will be adhered to until the agency appoints another BHS Director to the open position.

B. SUDS Medical Director's Role Summary

The primary role of the SUDS Medical Director's role is to provide medical direction to the OMM Outpatient Clinic. The Medical Director works closely with multidisciplinary teams including but are not limited to certified counselors, clinicians, LVN dispensing nurses, nurse practitioners, psychologists, psychiatrist, and other healthcare professionals to deliver high quality, medical services to patients seeking treatment for substance use disorders, mental health challenges and other complex needs.

The SUDS Medical Director's also works closely with the BHS Director, Staff Psychiatrist(s), Assistant Director of SUDS and the Assistant Director of Mental Health and ensures the successful operation of the medical clinic. The Medical Director is the point of contact for external agencies that includes but not limited to collaborative partners, SFDPH and city, county, state, and federal representatives.

IV. Short Term Absences (Up to 3 weeks)

If the Medical Director is absent from the site for up to three (3) weeks or less, for reasons that include but not limited to vacation, sick leave, bereavement, FMLA, etc., the following procedure will be executed:

- a) The Medical Director (MD) and BHS Psychiatrist works closely together. In addition to the regular MD being on-call for emergency situations, the BHS Psychiatrist will serve as the Interim Medical Director of the OMM Outpatient clinic. Clinic staff will also adhere to protocol in place if medically sound. The BHS Director will provide oversight of the clinic.
- b) BVHPF has an allowance for a NP. If there is a NP onboard, the NP will serve as Interim Medical Director with direction from BHS Psychiatrist on staff.

- c) In the event of an emergency, patients will be referred to our sister agency at San Francisco General SUDS clinic

V. Long Term Absences (Minimum 1 month or more)

When the BHS Director is absent from the site for one month or more for family, medical leave, etc., the BHS department will follow the protocol hereinafter.

- a) In the interim, the Medical Director (MD) and BHS Psychiatrist works closely together. In addition to the regular MD being on-call for emergency situations, the BHS Psychiatrist will serve as the Interim Medical Director of the OMM Outpatient clinic. Clinic staff will also adhere to protocol in place if medically sound. The BHS Director will provide oversight of the clinic.
- b) BVHPF has an allowance for a NP. If there is a NP onboard, the NP will serve as Interim Medical Director with direction from BHS Psychiatrist on staff. BVHPF has a partnership with locum tenens agency, Coker & Schofield that has been reliable in providing the agency Primary Care Physicians (PCP). BVHPF HR Dept. will request a temporary PCP from Coker & Schofield if needed for longer term absences.
- c) In the event of an emergency, the agency has a Memorandum of Understanding in place with our sister agency, San Francisco General Hospital, Ward 93 that have agreed to continue care of our clients in the event of the event of an emergency

VI. Permanent Exits from the BHS Department or BVHPF

If the BHS Director exits the department or BVHPF, the agency will follow the below outlined protocol.

- a) The interim BHS Psychiatrist works with the NP to serve as Interim Medical Director of the OMM Outpatient clinic. The BHS Director will provide oversight of the clinic.
- b) BVHPF has a partnership with a locum tenens agency that has been dependable in providing the agency Primary Care Physicians (PCP). BVHPF's HR Dept. will request a temporary PCP to serve as Interim MD. BVHPF HR Department will recruit another physician to serve as MD for the Outpatient clinic.
- c) In the event of an emergency, the agency has a Memorandum of Understanding in place with our sister agency, San Francisco General Hospital, Ward 93 that have agreed to continue care of our clients during emergencies.

7. Objectives and Measurements

“All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance Objectives FY 23-24.”

8. Continuous Quality Improvement

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

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

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

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

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

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

- D. BVHPF values client opinions and suggestions for program improvements. Clients are provided with an opportunity to express their views through annual focus groups and client satisfaction surveys. The annual focus groups and client satisfaction surveys are administered on an annual basis. Client's suggestions from focus groups are documented and then discussed with the multidisciplinary staff. Changes that improve the efficacy, quality or outcomes of program services are prioritized for implementation. Results of the focus groups are posted throughout the facility which encourages clients to give

additional feedback. We also provide a suggestion box for clients and staff. BHS client satisfaction results are reviewed and discussed with staff and clients.

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

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

9. Required Language: N/A

Appendix B Calculation of Charges

1. Method of Payment

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

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

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

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

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

B. Final Closing Invoice

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

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

(2) For contracted services reimbursable by Cost Reimbursement:

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

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

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

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

2. Program Budgets and Final Invoice

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

- B-1: Methadone Maintenance
- B-2: Jail Methadone Courtesy Dosing Program

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, \$1,099,541 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to

compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in Section 3.7 section of this Agreement.

(1). Estimated Funding Allocations

Contract Term	Estimated Funding Allocation
July 1, 2017 - June 30, 2018	\$288,836
July 1, 2018 - June 30, 2019	\$1,460,625
July 1, 2019 - June 30, 2020	\$1,758,132
July 1, 2020 - June 30, 2021	\$1,758,132
21-22 CODB/ MCO DV	\$55,404
July 1, 2021 - June 30, 2022	\$1,879,802
July 1, 2022 - June 30, 2023	\$2,032,730
July 1, 2023 - June 30, 2024	\$2,133,805
July 1, 2024 - June 30, 2025	\$2,235,161
July 1, 2025 - June 30, 2026	\$2,341,331
July 1, 2026 - June 30, 2027	<u>\$2,452,544</u>
total	\$18,396,502
contingency	<u>\$1,099,541</u>
total	<u>\$19,496,043</u>

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may

withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

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

DHCS Legal Entity Number 00341
 Provider Name Bayview Hunters Point Foundation
 Provider Number 383816
 Contract ID Number 1000008696

Appendix Number B-1
 Page Number 2
 Fiscal Year 2023-2024
 Funding Notification Date 09/13/23

Program Name		Methadone Maintenance							
Program Code	38164	38164	38164	38164	38164	3816OP	3816OP		
Mode/SFC (MH) or Modality (SUD)	ODS-120d	ODS-120i	ODS-120g	ODS-120dbct	ODS-120cm	ODS-91	ODS-91		
Service Description	ODS NTP Methadone - Dosing	ODS NTP - Individual Counseling	ODS NTP - Group Counseling	ODS NTP Dosing - Bupe Combo - Tablets	ODS NTP Case Management	ODS OT Counseling	ODS OT Case Management		
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24		
FUNDING USES								TOTAL	
Salaries & Employee Benefits	\$ 489,511	\$ 504,104	\$ 1,975	\$ 362	\$ 37,989	\$ 97,729	\$ 74,321	\$ 1,205,989	
Operating Expenses	\$ 126,738	\$ 130,516	\$ 511	\$ 94	\$ 9,836	\$ 44,545		\$ 312,239	
Capital Expenses								\$ -	
Subtotal Direct Expenses	\$ 616,249	\$ 634,619	\$ 2,486	\$ 455	\$ 47,824	\$ 142,274	\$ 74,321	\$ 1,518,228	
Indirect Expenses	\$ 92,437	\$ 95,193	\$ 373	\$ 68	\$ 7,174	\$ 21,341	\$ 11,148	\$ 227,734	
Indirect %	15.0%	15.0%	15.0%	14.9%	15.0%	15.0%	15.0%		
TOTAL FUNDING USES	\$ 708,686	\$ 729,812	\$ 2,859	\$ 523	\$ 54,998	\$ 163,615	\$ 85,469	\$ 1,745,962	
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity								
SUD Fed DMC FFP, CFDA 93.778	240646-10000-10001681-0003	\$ 345,923	\$ 356,235	\$ 1,236	\$ 256	\$ 26,845	\$ 66,187	\$ 796,682	
SUD State DMC	240646-10000-10001681-0003	\$ 186,266	\$ 191,819	\$ 666	\$ 138	\$ 14,455	\$ 35,639	\$ 428,983	
SUD County General Fund	240646-10000-10001681-0003	\$ 176,497	\$ 181,759	\$ 957	\$ 130	\$ 13,697	\$ 61,789	\$ 434,829	
BH MC County Prop C Homeless Services	10582-240646-21531-10040023-0001						\$ 85,469	\$ 85,469	
This row left blank for funding sources not in drop-down list									
TOTAL BHS SUD FUNDING SOURCES		\$ 708,686	\$ 729,812	\$ 2,859	\$ 524	\$ 54,997	\$ 163,615	\$ 85,469	
BHS MH FUNDING SOURCES	Dept-Auth-Proj-Activity								
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		\$ 708,686	\$ 729,812	\$ 2,859	\$ 524	\$ 54,997	\$ 163,615	\$ 85,469	
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)		708,686	729,812	2,859	524	54,997	163,615	85,469	
BHS UNITS OF SERVICE AND UNIT COST									
Number of Beds Purchased									
SUD Only - Number of Outpatient Group Counseling Sessions				70			70		
SUD Only - Licensed Capacity for Narcotic Treatment Programs	400								
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service/Hours to Bill (LOE)	39,926	11,355	200	14	856	2,546	1,330		
Unit Type	Dose	15 minutes	15 minutes	Dose	15 minutes	15 minutes	15 minutes		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 17.75	\$ 64.27	\$ 14.28	\$ 36.49	\$ 64.27	\$ 64.27	\$ 64.27		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 17.75	\$ 64.27	\$ 14.28	\$ 36.49	\$ 64.27	\$ 64.27	\$ 64.27		
Published Rate (Medi-Cal Providers Only)	\$ 17.75	\$ 64.27	\$ 14.28	\$ 36.49	\$ 64.27	\$ 64.27	\$ 64.27		
Unduplicated Clients (UDC)	150	Included	Included	Included	Included	Included	Included	Total UDC 165	

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 2023-2024
Contract ID Number 1000008696							Funding Notification Date 09/13/23
Appendix Number	B-1	B-2	B-#	B-#	B-#	B-#	
Provider Number	383816	383816					
Program Name	Methadone Maintenance	Jail Methadone Courtesy Dosing					
Program Code	38164 3816OP	89163					
Funding Term	07/01/23-06/30/24	07/01/23-06/30/24					
FUNDING USES							TOTAL
Salaries	\$ 980,479	\$ 134,400					\$ 1,114,879
Employee Benefits	\$ 225,510	\$ 30,912					\$ 256,422
Subtotal Salaries & Employee Benefits	\$ 1,205,989	\$ 165,312	\$ -	\$ -	\$ -	\$ -	\$ 1,371,301
Operating Expenses	\$ 312,239	\$ 171,942					\$ 484,181
Capital Expenses							\$ -
Subtotal Direct Expenses	\$ 1,518,228	\$ 337,254	\$ -	\$ -	\$ -	\$ -	\$ 1,855,482
Indirect Expenses	\$ 227,734	\$ 50,588					\$ 278,322
Indirect %	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,745,962	\$ 387,842	\$ -	\$ -	\$ -	\$ -	\$ 2,133,804
						Employee Benefits Rate	23.0%
BHS MENTAL HEALTH FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BHS SUD FUNDING SOURCES							
SUD Fed DMC FFP, CFDA 93.778	\$ 796,682						\$ 796,682
SUD State DMC	\$ 428,983						\$ 428,983
SUD County General Fund	\$ 434,829	\$ 387,843					\$ 822,672
BH MC County Prop C Homeless Services	\$ 85,469						\$ 85,469
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ 1,745,962	\$ 387,843	\$ -	\$ -	\$ -	\$ -	\$ 2,133,805
OTHER DPH FUNDING SOURCES							
	\$ -						\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,745,962	\$ 387,843	\$ -	\$ -	\$ -	\$ -	\$ 2,133,805
NON-DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,745,962	\$ 387,843	\$ -	\$ -	\$ -	\$ -	\$ 2,133,805
Prepared By	Simba Ndemera				Phone Number	415-350-5205	

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 100008696
 Program Name Methadone Maintenance **\$1285**
 Program Code 38164, 3816OP

Appendix Number B-1
 Page Number 3
 Fiscal Year 2023-2024
 Funding Notification Date 09/13/23

Funding Term	TOTAL		240646-10000-10001681-0003		10582-240646-21531-10040023-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
07/01/23-06/30/24			07/01/23-06/30/24		07/01/23-06/30/24			(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):			
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Chief Mission Officer	0.09	\$ 14,824.00	0.09	\$ 14,824.07										
Executive Assistant	0.09	\$ 6,976.00	0.09	\$ 6,976.04										
Quality Assurance Coordinator	0.25	\$ 16,500.00	0.25	\$ 16,500.00										
	0.00	\$ -												
Director of Behavioral Health Services	0.20	\$ 27,500.00	0.20	\$ 27,500.02										
Behaviorial Health Admin. Program Manager	0.30	\$ 21,000.00	0.30	\$ 21,000.02										
Behaviorial Health Billing Coordinator	0.50	\$ 27,040.00	0.50	\$ 27,040.00										
Behaviorial Health Medical Record Clerk	0.40	\$ 20,800.00	0.40	\$ 20,800.00										
SUDS Assistant Director	0.50	\$ 47,500.00	0.50	\$ 47,500.00										
Behaviorial Health Assistant	0.10	\$ 6,500.00	0.10	\$ 6,500.00										
	0.00	\$ -												
Methadone Outpatient Counselor	1.00	\$ 59,280.00	1.00	\$ 59,280.00										
Methadone Outpatient Counselor	1.00	\$ 59,280.00	1.00	\$ 59,280.00										
Methadone Outpatient Counselor	1.00	\$ 59,280.00	1.00	\$ 59,280.00										
	0.00	\$ -												
SUDS Counselor/HIV Tester	1.00	\$ 65,000.00	1.00	\$ 65,000.16										
SUDS Navigator	1.00	\$ 80,000.16	0.24	\$ 19,576.69	0.76	\$ 60,423.47								
Dispensing Nurse	1.00	\$ 83,200.00	1.00	\$ 83,200.00										
Lead/Supervising Nurse	0.50	\$ 62,400.00	0.50	\$ 62,400.00										
	0.00	\$ -												
Dispensing Nurse/LVN	0.40	\$ 32,032.00	0.40	\$ 32,032.00										
Dispensing Nurse	0.50	\$ 39,000.00	0.50	\$ 39,000.00										
Nursing Unit Assistant Manager	1.00	\$ 90,000.00	1.00	\$ 90,000.00										
Dispensing Nurse LVN	1.00	\$ 83,200.00	1.00	\$ 83,200.00										
Nurse Practitioner	0.50	\$ 79,167.00	0.50	\$ 79,166.67										
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
Totals:	12.32	\$ 980,479.16	11.57	\$ 920,055.66	0.76	\$ 60,423.47	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Benefits:	23.00%	\$ 225,510.00	23.00%	\$ 211,612.80	23.00%	\$ 13,897.40	0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 1,205,989.00		\$ 1,131,668.00		\$ 74,321.00		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000008696
 Program Name Methadone Maintenance
 Program Code 38164, 3816OP

Appendix Number B-1
 Page Number 5
 Fiscal Year 2023-2024
 Funding Notification Date 09/13/23

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003	10582-240646-21531-10040023-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	(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	\$ 52,830.00	\$ 52,830.40					
Utilities (telephone, electricity, water, gas)	\$ 50,000.00	\$ 50,000.00					
Building Repair/Maintenance	\$ 3,000.00	\$ 3,000.00					
Occupancy Total:	\$ 105,830.00	\$ 105,830.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 9,235.00	\$ 9,235.20					
Photocopying	\$ -						
Program Supplies	\$ 91,047.00	\$ 91,047.00					
Computer Hardware/Software	\$ 5,000.00	\$ 5,000.00					
Materials & Supplies Total:	\$ 105,282.00	\$ 105,282.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 1,000.00	\$ 1,000.00					
Insurance	\$ 28,220.00	\$ 28,220.40					
Professional License	\$ 6,000.00	\$ 6,000.00					
Permits	\$ -						
Equipment Lease & Maintenance	\$ 1,000.00	\$ 1,000.00					
General Operating Total:	\$ 36,220.00	\$ 36,220.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical Director Dr. Ross Quinn	\$ 34,820.00	\$ 34,820.00					
Consultant/Subcontractor Total:	\$ 34,820.00	\$ 34,820.00	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
Methasoft Server Replacement	\$ 23,707.00	\$ 23,707.48					
Machines for replacement	\$ 6,380.00	\$ 6,380.00					
Other Total:	\$ 30,087.00	\$ 30,087.00	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 312,239.00	\$ 312,239.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

Appendix Number B-2
 Page Number 6
 Fiscal Year 2023-2024
 Funding Notification Date 09/13/23

DHCS Legal Entity Number 00341
 Provider Name Bayview Hunters Point Foundation
 Provider Number 383816
 Contract ID Number 1000008696

Program Name		Jail Methadone Courtesy Dosing								
Program Code										
Mode/SFC (MH) or Modality (SUD)										
Service Description										
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/23-06/30/24								
FUNDING USES										
	Salaries & Employee Benefits	\$	165,312							\$ 165,312
	Operating Expenses	\$	171,942							\$ 171,942
	Capital Expenses									\$ -
	Subtotal Direct Expenses	\$	337,254							\$ 337,254
	Indirect Expenses	\$	50,588							\$ 50,588
	Indirect %		15.0%							15.0%
	TOTAL FUNDING USES	\$	387,842							\$ 387,842
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	\$	387,843						\$ 387,843
										\$ -
										\$ -
This row left blank for funding sources not in drop-down list										
	TOTAL BHS SUD FUNDING SOURCES	\$	387,843	\$	-	\$	-	\$	-	\$ 387,843
OTHER DPH FUNDING SOURCES										
	Dept-Auth-Proj-Activity									
	BH MC County Prop C Homeless Services	210708-21531-10037397-0007								\$ -
This row left blank for funding sources not in drop-down list										
	TOTAL OTHER DPH FUNDING SOURCES	\$	-	\$	-	\$	-	\$	-	\$ -
	TOTAL DPH FUNDING SOURCES	\$	387,843	\$	-	\$	-	\$	-	\$ 387,843
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)		387,843		-		-		-	387,843
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/Hours to Bill (LOE)		21,850							
	Unit Type		Dose							
	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$	17.75							
	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$	17.75							
	Published Rate (Medi-Cal Providers Only)	\$	17.75							
	Unduplicated Clients (UDC)		66							Total UDC 66

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000008696
 Program Name Jail Methadone Courtesy Dosing
 Program Code 89163

Appendix Number B-2
 Page Number 7
 Fiscal Year 2023-2024
 Funding Notification Date 09/13/23

	TOTAL		240646-10000-10001681-0003		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	07/01/23-06/30/24		07/01/23-06/30/24		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Administrative Program Manager	0.20	\$ 14,000.00	0.20	14,000										
SUDS Assistant Director	0.20	\$ 19,000.00	0.20	19,000										
Dispensing Nurse (LVN)	0.50	\$ 39,000.00	0.50	39,000										
LVN/ Coordinator	0.50	\$ 62,400.00	0.50	62,400										
Totals:	1.40	\$ 134,400.00	1.40	\$ 134,400.02	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Benefits:	23.00%	\$ 30,912.00	23.00%	\$ 30,912.00	0.00%		0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 165,312.00		\$ 165,312.00		\$ -		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000008696
 Program Name Jail Methadone Courtesy Dosing
 Program Code 89163

Appendix Number B-1
 Page Number 9
 Fiscal Year 2023-2024
 Funding Notification Date 09/13/23

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	07/01/23-06/30/24	07/01/23-06/30/24	(mm/dd/yy-mm/dd/yy):	(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	\$ 9,600.00	\$ 9,600.00					
Utilities (telephone, electricity, water, gas)	\$ 2,600.00	\$ 2,600.00					
Building Repair/Maintenance	\$ 1,000.00	\$ 1,000.00					
Occupancy Total:	\$ 13,200.00	\$ 13,200.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 100.00	\$ 100.00					
Photocopying	\$ 240.00	\$ 240.00					
Program Supplies	\$ 100.00	\$ 100.00					
Computer Hardware/Software	\$ 100.00	\$ 100.00					
Materials & Supplies Total:	\$ 540.00	\$ 540.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 1,000.00	\$ 1,000.00					
Insurance	\$ 6,522.00	\$ 6,522.00					
Professional License	\$ -	\$ -					
Permits	\$ -	\$ -					
Equipment Lease & Maintenance	\$ 100.00	\$ 100.00					
General Operating Total:	\$ 7,622.00	\$ 7,622.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 1,000.00	\$ 1,000.00					
Out-of-Town Travel	\$ -	\$ -					
Field Expenses	\$ -	\$ -					
Staff Travel Total:	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -					
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -	\$ -					
Medical Director Dr. Ross Quinn	\$ 149,580.00	\$ 149,580.00					
Other Total:	\$ 149,580.00	\$ 149,580.00	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 171,942.00	\$ 171,942.00	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 5: Capital Expenses Detail

Contract ID Number _____
 Program Name _____
 Program Code _____

Appendix Number _____
 Page Number 9
 Fiscal Year 2023-2024
 Funding Notification Date: 09/13/23

1. Equipment

Item Description	Quantity	Serial #/VIN #	Dept-Auth-Proj-Activity	Unit Cost	Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Equipment Cost					\$ -

2. Remodeling

Description	Total Cost
Total Remodeling Cost	\$ -

Total Capital Expenditure

(Equipment plus Remodeling Cost)

\$ -

BUDGET JUSTIFICATION

Contract ID Number _____

Contractor Name _____

Program Name _____

Appendix Number _____

B# _____

Fiscal Year _____

01/00/00

1a) SALARIES

Staff Position 1:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 2:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 3:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 4:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 5:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 6:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Total FTE: -

Total Salaries: \$ -

1b) EMPLOYEE BENEFITS:

** A benefit expense may be added or deleted to reflect the composition of the agency's employee benefits.*

Amount

Social Security	
-----------------	--

Medicare	
Unemployment Insurance	
Worker's Compensation	
Health and Dental	
Retirement	
Paid Time Off	
Other (specify)	
Other (specify)	
Total Fringe Benefit:	-

Fringe Benefit %: **0%**

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:	-
---	----------

2) OPERATING EXPENSES:

Occupancy: _____

Expense Item	Brief Description	Rate	Amount

Total Occupancy: **-**

Materials & Supplies: _____

Expense Item	Brief Description	Rate	Amount

Total Materials & Supplies: **-**

General Operating: _____

Expense Item	Brief Description	Rate	Amount

Total General Operating: **-**

Staff Travel: _____

Purpose of Travel	Location	Expense Item	Rate	Amount

Total Staff Travel: **-**

Consultants/Subcontractors: _____

Consultant/Subcontractor Name	Service Description	Rate	Amount

			Total Consultants/Subcontractors:	-
--	--	--	--	---

Other: _____

Expense Item	Brief Description	Rate	Amount
Total Other:			-

TOTAL OPERATING EXPENSES:	-
----------------------------------	---

3) CAPITAL EXPENSES: *(Remodeling cost or purchase of \$5,000 or more per unit)*

Capital Expense Item	Brief Description	Amount

TOTAL CAPITAL EXPENSES:	-
--------------------------------	---

TOTAL DIRECT EXPENSES:	-
-------------------------------	---

4) INDIRECT EXPENSES

Describe method and basis for Indirect Cost Allocation.	Amount

Indirect Rate:	0%
TOTAL INDIRECT EXPENSES:	-

TOTAL EXPENSES:	-
------------------------	---

Practitioner Type
No DHCS Practitioner type applies. Non-billable
No DHCS Practitioner type applies. Non-billable (Peer)
Psychiatrist/ Contracted Psychiatrist - 45%
Physicians Assistant - 40%
Nurse Practitioner - 40%
RN - 40%
Certified Nurse Specialist - 40%
Alcohol and Drug Counselor - 40%
LVN - 40%
Pharmacist - 40%
Licensed Psychiatric Technician - 40%
Psychologist/Pre-licensed Psychologist - 40%
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40%
Occupational Therapist - 40%
Mental Health Rehab Specialist - 36%
Peer Recovery Specialist - 36%
Other Qualified Providers - Other Designated MH Staff that Bill Medical - 40%

Appendix D
SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT
(SAA)

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TERMS AND CONDITIONS

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

SECTION 1 - “THIRD PARTY” CATEGORIES

1. **Third Party In General:** means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor’s employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.
2. **Treatment Provider:** means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.
3. **Education Institution:** means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.
4. **Health Insurer:** means an entity seeking access to provide health insurance or managed care services for Department patients.

SECTION 2 - DEFINITIONS

1. **“Agreement”** means an Agreement between the Third Party and Department that necessitates Third Party’s access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.
2. **“Department Computer System”** means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.
3. **“Department Confidential Information”** means information contained in a Department Computer System, including identifiable protected health information (“PHI”) or personally identifiable information (“PII”) of Department patients.
4. **“Third Party”** and/or **“Contractor”** means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.
5. **“User”** means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party’s employees, students/trainees, agents, and subcontractors.

SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility.** Third Party is responsible for its work force and each Third Party User’s compliance with these Third Party System Access Terms and Conditions.
2. **Limitations on Access.** User’s access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

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

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

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

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

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

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

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

a **Password Policy.** Third Party must maintain a password policy based on information security best practices for password length, complexity, and reuse. Third Party credentials used to access Third Party networks and systems must be configured for a password change no greater than every 90 calendar days.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

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

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

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

- a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;
- b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;
- c) Protect against reasonably anticipated, impermissible uses or disclosures; and
- d) Ensure compliance by their workforce.

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

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

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

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

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

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

SECTION 7 - DEPARTMENT’S RIGHTS

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

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

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

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

SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

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

- i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

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

- i. the City Data believed to have been the subject of breach;
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;
- iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

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

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

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

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

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

Attachment 1 to SAA
System Specific Requirements

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

A. Department Care Link Requirements:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
2. Compliance with Epic Terms and Conditions.
 - a) Third Party will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department Care Link:
3. Epic-Provided Terms and Conditions
 - a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
 - b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

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

A. Department Epic Hyperspace:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.
2. Application For Access and Compliance with Epic Terms and Conditions.
 - a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at:
<https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

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

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

A. Department myAvatar

1. Connectivity.

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

2. Information Technology (IT) Support.

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

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at:
<https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Applicants must complete the myAvatar Account Request Form found at
https://www.sfdph.org/dph/files/CBHSDocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- c. All licensed, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.



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.



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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.

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



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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.

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.



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

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

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

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this



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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 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.



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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)]



San Francisco Department of Public Health
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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.

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. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

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



San Francisco Department of Public Health
Business Associate Agreement

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.

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

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

Attachment 3 – Protected Information Destruction Order Purge Certification 01-10-2024

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:		Contractor City Vendor ID	
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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 supervisorial authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFDPH Information Security staff?							

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Contractor Name:		Contractor City Vendor ID	
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DATA SECURITY ATTESTATION

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

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

I. All Contractors.

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature	Date	
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Attachment 3 to Appendix E

**Protected Information Destruction Order
Purge Certification - Contract ID #**

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

Electronic Data: Per the Secretary’s guidance, the City will accept destruction of electronic Protected Information in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Data Sanitization (“NIST”).

Hard-Copy Data: Per the Secretary’s guidance, the City will accept destruction of Protected Information contained in paper records by shredding, burning, pulping, or pulverizing the records so that the Protected Information is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

Contractor hereby certifies that Contractor has destroyed all Protected Information as directed by the City in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

So Certified

Signature

Title:

Date: