

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of **May 1, 2022** in San Francisco, California, by and between **Baker Places, Incorporated** (“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 contract term, increase the contract amount and update standard contractual clauses; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposals (“RFP”), **RFP26-2016** issued on 9/27/16; **RFP 1-2017** issued on 3/7/17 and **RFP 7-2017** issued on 10/27/17 and **RFP 8-2017** issued on 8/23/17 and this modification is consistent therewith; and

WHEREAS, approval for the original Agreement was obtained from the Civil Service Commission under PSC number and on **40587-17/18** (M-1) on July 15, 2019 in the amount of \$292,051,200 for the period of 1/1/2018-12/31/2027 and **46987-16/17** (M-2) on August 30, 2020 in the amount of \$233,200,000 for the period of 7/1/2017-6/30/2027 and **49869-17/18** (M-1) on January 6, 2020 in the amount of \$311,900,000 for the period of 1/1/2018-12/31/2027 and **48652-16/17** (M-1) on December 16, 2019 in the amount of \$367,800,000 for the period of 7/1/2017-6/30/2027.

WHEREAS, approval for the Agreement was obtained when the Board of Supervisors approved Resolution Number 330-18 on October 12, 2018 and approval for this Amendment was obtained when the Board of Supervisors approved Resolution Number _____ on _____.

NOW, THEREFORE, Contractor and the City 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 July 1, 2018, (Contract ID# 1000009940) between Contractor and City as amended by this First amendment.

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 to the Agreement

The Agreement is hereby modified as follows:

2.1 Definitions. *The following is hereby added to the Agreement as a Definition in Article 1:*

1.10 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

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

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2027, unless earlier terminated as otherwise provided herein.

2.3 **Payment.** *Section 3.3.1 Payment 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 immediately 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 **Fifty-Five Million Four Hundred Seventy-Five Thousand One Hundred Forty-One Dollars (\$55,475,141)**. 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 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 **One Hundred Twenty Million Seven Hundred Eighty-Nine Thousand Seven Hundred Thirty-Eight Dollars (\$120,789,738)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

2.4 **Contract Amendments; Budgeting Revisions.** *The following is hereby added and incorporated into Article 3 of the Agreement:*

3.7 Contract Amendments; Budgeting Revisions.

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

3.7.2 **City Revisions to Program Budgets.** The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Program Budget Revision.

3.7.3 **City Program Scope Reduction.** Given the local emergency, the pandemic, and the City's resulting budgetary position, and in order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction.

2.5 Personnel. *The following is hereby added and incorporated into Article 4 of the Agreement:*

4.2 Personnel

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

4.2.2 Contractor Vaccination Policy.

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

(d) The City reserves the right to impose a more stringent COVID-19 vaccination policy for the San Francisco Department of Public Health, acting in its sole discretion.

2.6 **Assignment.** *The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.5 in its entirety:*

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

2.7 **Insurance.** *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.1 in its entirety:*

5.1 Insurance.

5.1.1 Required Coverages. Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

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

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

(c) Workers’ Compensation Insurance, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.

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

(e) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

(f) Reserved (Technology Errors and Omissions Liability Insurance)

(g) Cyber and Privacy Insurance with limits of not less than \$5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(h) Reserved. (Pollution Liability Insurance).

5.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) The Commercial Automobile Liability Insurance policy must be endorsed to include (i) Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees; and (ii) Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

5.1.3 Waiver of Subrogation Endorsements

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

5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

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

(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement).

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: luciana.garcia@sfdph.org.

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should

occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

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

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

2.8 Withholding. *The following is hereby added to Article 7 of the Agreement:*

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

2.9 Consideration of Salary History. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.4 in its entirety:*

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

2.10 Distribution of Beverages and Water. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.17 in its entirety:*

10.17 Distribution of Beverages and Water.

10.17.1 **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.17.2 **Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

2.11 Notification of Legal Requests. *The following is hereby added to Article 11 of the Agreement:*

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

2.12 Management of City Data and Confidential Information, *The following is hereby added and incorporated into Article 13 of the Agreement:*

13.4 Management of City Data and Confidential Information

13.4.1 **Use of City Data and Confidential Information.** Contractor agrees to hold City’s Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City’s Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City’s Data outside the United States is subject to prior written authorization by the City. Access to City’s Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 **Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City’s Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City

with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

2.13 Ownership of City Data and Protected Health Information. *The following are hereby added to Article 13 of the Agreement, replacing the previous 13.4 in its entirety:*

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

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

The Appendices listed below are Amended as follows:

2.14 Appendices A, A-1 through A-6 dated 5/1/2022 (i.e., May 1, 2022) are hereby added for FY 2021-22.

2.15 Appendices B, B-1 through B-6 dated 5/1/2022 (i.e., May 1, 2022) are hereby added for FY 2021-22.

2.16 Appendix D- Data Access and Sharing Terms is hereby added for this Amendment.

2.17 Appendix J- Substance Use Disorder Services dated 10/12/2021 is hereby added for this Amendment.

Article 3 Effective Date

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

Article 4 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, the parties hereto have executed this Amendment on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Baker Places, Incorporated

Grant Colfax, MD
Director of Health
Department of Public Health

Date



Brett Andrews
Chief Executive Officer

Date

4/7/22

170 9th Street
San Francisco, CA 94103
Supplier ID: 0000024757

Approved as to Form:
David Chiu
City Attorney

By: _____

Henry Lifton
Deputy City Attorney

Date

Approved:

Sailaja Kurella
Director, Office of Contract Administration, and
Purchaser

Appendix A
Community Behavioral Health Services
Services to be provided by Contractor

1. Terms

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

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **James Stroh**, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

Outpatient clinics are part of the San Francisco Department of Public Health Community Behavioral Health Services (CBHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the CBHS Behavioral Health Access Center (BHAC), to individuals requesting services from the clinic directly, and to individuals being referred from institutional care. Clinics serving children, including comprehensive clinics, shall remain open to referrals from the 3632

unit and the Foster Care unit. Remaining open shall be in force for the duration of this Agreement. Payment for SERVICES provided under this Agreement may be withheld if an outpatient clinic does not remain open.

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1	Assisted Independent Living Program
Appendix A-2	Odyssey House
Appendix A-3	Grove Street House
Appendix A-4a	Baker Street House
Appendix A-4b	Robertson Place
Appendix A-4c	Jo Ruffin Place
Appendix A-4d	San Jose Place
Appendix A-5	Acceptance Place
Appendix A-6	Joe Healy Medical Detox

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

1. Program Name: Assisted Independent Living Program (AILP), 69 beds

170 9th Street
San Francisco, CA 94103
415-777-0333 Phone
415-255-7726 FAX

Contractor: Baker Places Inc.

170 9th Street
San Francisco, CA 94103
415-864-4655 ext. 209 Phone
415-626-2398 FAX

Program Code: 8908OP (Baker Adult Independent Living OP)

2. Nature of Document

3. Original Contract Amendment RPB

4. Goal Statement

AILP, a Supported Housing Program, aims to reduce BHS clients' inpatient and crisis service utilization by successfully providing long-term housing, supported by mental health services via assigned case management clinician, within a social rehabilitation framework. The milieu will consist of a structured environment, which promotes the development of independent social and community stabilization skills and linkage to community support systems.

5. Target Population

Baker Places strives to serve all who seek services. The target population for this program are eligible clients in the BHS System of Care, following criteria for admission as specified by BHS and the AILP Program including BHS-Transitions Placement Team Authorization.

AILP serves adult residents of San Francisco who have a demonstrated need for and have completed transitional residential treatment due to a chronic and profound mental health problem, including those with the co-occurring substance use disorders.

Modality/Interventions

All Outpatient Direct Services are measured in Units of Time. UOS = 1 minute
Indirect (Housing) Services are measured in Bed-Days. UOS = 1 bed-day

Modes of Service in this program are defined as:

- **Mental Health Services**, including individual and group counseling and other intervention services designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation or day treatment intensive.
- Services may include but are not limited to assessment (*on admission and annually: Avatar EMRS based psychiatric assessment including diagnosis by an LPHA, ANSA assessment and treatment plan of care*) plan development, and collateral.
- **Crisis Intervention Services** last less than 24 hours, to or on behalf of a client for a condition that requires more timely response than a regularly scheduled visit. Services may include assessment, collateral, therapy.

- **Case Management** is a service that assists a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Activities may include but are not limited to communication, coordination and referral, monitoring of service delivery to ensure client access to service, monitoring progress, placement services and plan development.
- The vocational program contract provides employment opportunities to co-op clients in order to support independent functioning in the community. Clients are hired in receptionist and messenger positions. Messengers are responsible for maintaining a daily route in which they obtain and deliver interoffice mail to multiple site locations. The front desk receptionist is responsible for fielding calls and managing the waiting area. All vocational positions are required to be filled by a consumer of CBHS services. Vocational staff are supervised by the Co-op Department Project Director.

6. Methodology

- A. This program does not provide outreach within San Francisco generally because all placements must be authorized by BHS Placement Team.
- B. Outreach is conducted internally, to Baker Places' transitional residential treatment programs via assigned staff intermittent visits to programs to provide an overview of the program and eligibility criteria and direct referral application with supporting information such as tuberculosis clearance, recent history and physical, current medication orders, proof of income benefit (direct or payee) and medical insurance, copy of personal identification and application detailing demographic and mental health and substance use history, current mental health issues, DSM-V/ICD-10 diagnosis, and BHS Placement team authorization for Co-op level of care placement.
- C. The intake, placement and movement of clients into and within the AILP Program is orchestrated by the Co-op Department clinical staff: Project Director and Clinical Supervisor, who act as the department intake coordinators. The clinical leadership assigns placed clients to case managers upon admission.

All placements and discharges are reported weekly to the agency data and claims department for UOS and bed vacancy tracking. Placements and discharges are also reported to the Chief Clinical Officer who supervises the Project Director.

- D. AILP provides a psychosocial rehabilitation milieu, incorporating interventions and techniques of both mental health and substance abuse treatment strategies, where clients can develop practical social and community stabilization skills with the support of staff and peers.

The program is designed to use the practical realities of group living to foster clients' strengths, self-esteem and sense of responsibility while encouraging them to test new skills and change old patterns. The staff consciously uses the resident peer group and home-like environment as the primary agents of treatment.

Outpatient groups address issues of daily living skills training, co-occurring disorder focused groups, relapse prevention, wellness recovery groups and coordination of services and discharge planning with case manager are provided.

AILP clients may be referred or linked to vocational and educational services for assessment of job skills, training and employment or volunteer opportunities as well as benefits

advocacy services within the PRC system of services or other community based organization as well as linkage to primary medical, and dental and psychiatric care providers.

Linkage to County Adult Assistance Programs (CAAP) for financial, vocational, housing or shelter, DMV identification, and assistance in applying for Medi-Cal health insurance and CalFresh food assistance is coordinated with the case manager client as needed.

ALLP provides outpatient substance abuse education and co-occurring disorder groups, the availability of urine screening and referral to higher levels of care such as SUD detoxification, physical and mental health urgent or emergency care as acuity necessitates.

Since the intent of the program is to provide long-term/permanent housing, discharge planning is conducted on a case-by-case basis at the request of clients who wish to move into more independent or individual housing.

Unplanned discharges are usually the result of clients' voluntarily leaving the program due potentially to substance use relapse, protracted hospitalizations, or going AWOL.

Clinical discharges may be a result of chronic substance use relapse not responding to documented staff intervention and unsuccessful efforts to assist client with referral for SUD treatment or continued substance use post-SUD treatment and return to co-op, or incidents of violent/assaultive behavior or purposeful damage to agency or landlord owned property. Clinical discharges must receive prior approval from agency leadership.

The indirect services of this program are the actual housing and related costs such as utilities, furnishings, etc.

- E. The program is staffed by a project director, clinical supervisor, benefits and entitlements manager, 7 case managers. Case managers provide direct service by visiting clients in their homes and conducting individual and group sessions, and may also provide individual and outpatient groups at the office site. Case managers also conduct assigned admissions and discharges, and assist clients to move into and out of their co-op apartments. The benefits and entitlements manager manages the housing sites, leases, property owner relations, and client fees/rents. The facilities maintenance team maintains the housing sites as supervised by the benefits and entitlement manager and agency facilities manager.

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY21-22.

8. Continuous Quality Assurance and Improvement

Baker Places, Inc. has created a CQI/Quality Assurance Team that consists of the Chief Clinical Officer, Director of Mental Health and Substance Use Disorder Programs, Project Director (2=co-op and SUD programs) and Program Director (1=MH programs).

The Chief Clinical Officer is the CQI Coordinator. The team meets quarterly and functions to monitor enhance and improve the quality of service delivery throughout the agency. The CQI Coordinator ensures that the Agency is in compliance with all local, state and Federal policies and guidelines including Community Care Licensing and HIPPA. The team meets quarterly to review reports, summaries and feedback gleaned from all program level CQI and service delivery activity. Minutes of the CQI/Quality Assurance Team Meetings are maintained in the Baker Places, Inc., QA/CQI Administrative Binder.

A. Achievement of Contract Performance Objectives and Productivity: Contract performance is monitored by the Project Director's review of monthly productivity reports indicating units of service and average client census.

Project Director regularly reviews program and individual staff performance in supervision/consultation with the Chief Clinical Officer. A summary of the productivity reviews is discussed at the quarterly CQI/QA meetings to ensure programs are on target.

B. Documentation of Quality: All case manager staff are provided with regular individual supervision by the Project Director or Clinical Supervisor to monitor service delivery, to review clinical and administrative decision-making and to discuss treatment planning and charting.

Project Director and Clinical Supervisor (supervised by the Project Director) ensure that all client charts are audited on a monthly basis, and the findings of the audits are submitted to the Director of Mental Health and Substance Use Disorder Programs for review. Any issues are reported out to the CQI/QA committee for appropriate action when indicated.

C. Measurement of Cultural Competency of Staff and Services: Cultural Competency is looked at in a number of ways. Each staff is required to complete 20 hours of training annually and identify which of the trainings enhance their cultural competence. The training requirement is monitored by the Project Director and tracked for the agency by the HR division. Updates of staff training goals and objectives and training efforts designed to improve cultural competence are then provided to the CQI/QA team. One measure of overall service appropriateness and cultural competency occurs in regular review of Incident Reports. Incident Reports are reviewed and looked at in terms of causes, predictors, responses and client outcomes and are specifically judged on where staff addressed issues in an effective and appropriate manager.

D. Measurement of Client Satisfaction:

Client satisfaction is measured bi-annually by inviting clients to complete DHCS--Mental Health Consumer Satisfaction Survey (Spring/Fall) during their treatment cycle.

The results of these surveys are analyzed by BHS and outcomes provided to participating agencies. The agency requires that the results be shared with the CQI/QA Team as well as with the staff of each program participating during a staff meeting.

The agency also conducts bi-annual focus groups as part of our CLAS Standards compliance #12 (Community Involvement). The results of these focus groups are shared through the agency as with the DHCS survey results.

E. Measurement, Analysis and Use of CANS or ANSA data: ANSA data is reviewed through identified Super-user participation in monthly phone conferences with BHS Quality Assurance management. In those phone conferences program specific trends and outcomes related to client improvement are reviewed and discussed, in addition, all LPHAs throughout Baker Places, regularly review any observations noted in their ANSA and Treatment plan reviews with Director of Mental Health and Substance Use Disorder Programs who in turn summarizes those discussions at the CQI/QA meetings. The CQI/QA team identifies appropriate policy and program changes necessary to improve outcomes and to implement input where needed. CANS data is not collected with this adult population.

9. Required Language: Not applicable.

1. Program Name: Odyssey House, 10 beds

484 Oak Street
San Francisco CA 94102
415.626.5199 (phone)
415.626.2645 (phone)

Contractor: Baker Places Inc.

170 9th Street
San Francisco, CA 94103
415-864-4655 ext. 209
415-626-2398 (Fax)

Program Code: 3840OP (Odyssey House Outpatient)

2. Nature of Document

Original Contract Amendment RPB

3. Goal Statement

Odyssey House, a Supported Housing and Treatment Program, aims to reduce BHS clients' inpatient and crisis service utilization by successfully providing permanent, staffed housing, mental health services and case management, within a social rehabilitation framework and African-American focus, for adults with serious and persistent mental health disorders. The milieu will consist of a structured environment, which promotes the development of independent, social, survival skill and community support systems.

4. Target Population

Baker Places strives to serve all who seek services. The target population for this program are eligible clients in the System of Care, following criteria for admission to care specified by BHS. Odyssey House serves adult residents of San Francisco referred through the mechanism of the BHS System of Care, who have a demonstrated need for Supported Housing and Treatment service due to a chronic and profound mental health problem, including those with the co-factors of substance use disorders. Clients who are residing in transitional residential or other institutional systems of care such as Baker Co-op Program will be prioritized for admission and treatment.

5. Modalities/Interventions

Definition of Billable Services: This program bills services as an Outpatient program, since it is not Transitional Residential Treatment, but is permanent supportive housing.

All Outpatient Direct Services are measured in Units of Time. UOS=1 minute

Indirect (Housing) Services are measured in Bed-Days. UOS = 1 bed-day

See CRDC for details.

6. Methodology

A. Program does not conduct outreach beyond DPH as all referrals must be initiated by DPH/BHS Placement Unit.

B. The intake, placement and movement of clients into and within the Baker Places system of care will be orchestrated by the Baker Places Intake and Placement Unit staff.

Odyssey House provides permanent, staffed housing, offering a psychosocial rehabilitation milieu, incorporating interventions and techniques of both mental health and substance abuse treatment strategies, where clients can develop practical social and survival skills with the support of staff and peers.

The program is designed to use the practical realities of permanent group living to foster clients' strengths, self-esteem and sense of responsibility while encouraging them to test new skills and change old patterns. The staff consciously uses the resident peer group and home-like environment as the primary agents of treatment.

Individual and group counseling, mental health symptom management, daily living skills training, co-occurring disorder focused groups, relapse prevention, wellness recovery groups and coordination of services with staff are provided. This effort helps to facilitate client success in permanent housing in an effort to promote more autonomous and productive functioning in the community and minimize the need to inpatient hospitalizations.

The program also provide in-house substance use disorder groups, the availability of urine screening through on-site urine drug screen test and specific individual resident contracts that focus on regular resident preferred 12-step support group attendance in the community.

Referrals to higher levels of care are made for residents in need of substance use disorder services such as detoxification as well as referrals to medical or psychiatric urgent or emergency care providers as acuity necessitates.

Residents may be referred or linked to vocational and educational services for assessment of job skills, training and employment or volunteer opportunities as well as benefits advocacy services within the PRC system of services or other community based organization as well as linkage to primary medical, and dental and psychiatric care providers.

Linkage to County Adult Assistance Programs (CAAP) for financial, vocational, DMV identification, and assistance in applying for Medi-Cal health insurance and CalFresh food assistance is coordinated with the client as needed.

Discharge planning is not a routine component of this program, as it is hoped that residents will make it a permanent home. When desired by client or indicated for clinical reasons, discharge planning is individualized and makes use of the full network of services available to the departing client.

- C. Program is staffed 24/7/365. A director, 5 Counselors, and Overnight Staff all provide direct services to the clients.

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY21-22.

8. Continuous Quality Assurance and Improvement

Baker Places, Inc. has created a CQI/Quality Assurance Team that consists of the Chief Clinical Officer, Director of Mental Health and Substance Use Disorder Programs, Project Director (2=co-op and SUD programs) and Program Director (1=MH programs).

The Chief Clinical Officer is the CQI Coordinator. The team meets quarterly and functions to monitor enhance and improve the quality of service delivery throughout the agency. The CQI Coordinator ensures that the Agency is in compliance with all local, state and Federal policies and guidelines including Community Care Licensing and HIPPA. The team meets quarterly to review reports, summaries and feedback gleamed from all program level CQI and service delivery activity. Minutes of the CQI/Quality Assurance Team Meetings are maintained in the Baker Places, Inc., QA/CQI Administrative Binder.

- A. Achievement of Contract Performance Objectives and Productivity:** Contract performance is monitored by each Program Director's review of monthly productivity reports indicating units of service and average client census. Program Director's regularly review program and individual staff performance in regular supervision with the Program Services Director and the Director of Mental Health and Substance Use Disorder Programs. A summary of the productivity reviews are discussed at the quarterly CQI/QA meetings to ensure programs are on target.
- B. Documentation of Quality:** All staff, line and management, are provided with regular individual supervision to monitor service delivery, to review clinical and administrative decision-making and to discuss treatment planning and charting. Program Directors ensure that all client charts are audited on a monthly basis, and the findings of the audits are submitted to the Program Services Director for review. Any issues are reported out to the CQI/QA committee for appropriate action when indicated.
- C. Measurement of Cultural Competency of Staff and Services:** Cultural Competency is looked at in a number of ways. Each staff is required to complete 20 hours of training annually and identify which of the trainings enhance their cultural competence. The training requirement is monitored by each staff supervisor and monitored and tracked for the agency by the HR division. Updates of staff training goals and objectives and training efforts designed to improve cultural competence are then provided to the CQI/QA team. One measure of overall service appropriateness and cultural competency occurs in regular review of Incident Reports. Incident Reports are reviewed and looked at in terms of causes, predictors, responses and client outcomes and are specifically judged on where staff addressed issues in an effective and appropriate manner.

Measurement of Client Satisfaction: Client satisfaction is measured bi-annually by inviting clients to complete DHCS--Mental Health Consumer Satisfaction Survey (Spring/Fall) during their treatment cycle.

The results of these surveys are analyzed by BHS and outcomes provided to participating agencies. The agency requires that the results be shared with the CQI/QA Team as well as with the staff of each program participating during a staff meeting. In addition, the survey results are shared with clients of each participating program during a Client Council Meetings for their input and feedback.

The agency conducts bi-annual focus groups as part of our CLAS Standards compliance #12 (Community Involvement). The results of these focus groups are shared through the agency as with the DHCS survey results.

- D. Measurement, Analysis and Use of CANS or ANSA data:** ANSA data is reviewed through identified Super-user participation in monthly phone conferences with BHS Quality Assurance management. In those phone conferences program specific trends and outcomes related to client improvement are reviewed and discussed, in addition, all LPHAs throughout Baker Places, regularly review any observations noted in their ANSA and Treatment plan reviews with the Director of Clinical Services who in turn summarizes those discussions at the CQI/QA meetings. The CQI/QA team identifies appropriate policy and program changes necessary to improve outcomes and to implement input where needed.

9. Required Language: Not applicable.

1. Program Name: Grove Street House, FACILITY CLOSED IN 21-22.

2157 Grove Street
San Francisco CA 94117
415.387.2275 (phone)
415.387.2677 (fax)

Contractor: Baker Places Inc.

170 9th Street
San Francisco, CA 94103
415-777-0333
415-626-2398 (Fax)

Program Code(s): 89781 (Grove St Crisis Residence Baker),
8978OP (Baker Place Grove St Outpatient)

2. Nature of Document

Original Contract Amendment RPB

3. Goal Statement

Grove Street House, an up to 60-day, Crisis Residential Program, aims to reduce BHS clients' utilization of inpatient services by successfully providing an integrated, crisis resolution and stabilization treatment approach within a social milieu that will support clients in all areas of their mental health and substance use.

In Funding Year 21-22 (July 1st 2021 – June 30th 2022) the Grove Street facility was closed due to renovations. No clients were served during this time.

4. Target Population

Baker Places strives to serve all who seek services. The target population for this program are eligible clients in the System of Care, following criteria for admission to care specified by BHS. Grove Street House serves adult residents of San Francisco referred through the mechanism of the BHS System of Care, who have a demonstrated need for crisis residential treatment due to a chronic and profound mental health problem, including those with the co-factors of substance use disorders. Clients who are residing in San Francisco General Hospital, IMD facilities or other institutional systems of care will be prioritized for admission and treatment.

5. Modalities/Interventions

Definition of Billable Services

Crisis Residential Treatment Service: Therapeutic or rehabilitative services, provided in a non-institutional, residential setting, which provides a structured program for beneficiaries as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis who do not present medical complications requiring nursing care. The service supports beneficiaries in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems. The service is available 24 hours a day, seven days for up to 60-days. Extensions beyond 60-days may be granted by the SF DPH BHS Placement and Transitions team. Service activities may include assessment, plan development, therapy, rehabilitation, collateral, and crisis intervention.

Medication Monitoring: Weekly visits by a Nurse Practitioner provide psychiatric evaluation updates, medication and side effects reviews, medication education, and prescription adjustment when necessary.

Residential Treatment Service UOS = 1 bed-day

Board and Care UOS = 1 bed-day

Medication Monitoring: UOS = 1 minute of service

See CRDC for details.

6. Methodology

- A. The program does not conduct outreach, as all referrals are initiated by DPH/BHS Placement Committee, with a priority on hospital referrals.

The intake, placement and movement of clients into and within the Baker Places system of care will be orchestrated by the Baker Places Intake and Placement Unit staff, who will liaison with BHS Placement Unit. Intake Department staff visit clients at a variety of clinical settings to conduct a face-to-face interview with referred clients in the hospital and/or in the ADU's, jail or other institutional setting, as a means to maximize the probability of successful linkage with the program.

Individual and group counseling, crisis symptom management, daily living skills training, co-occurring disorder focused groups, relapse prevention, wellness recovery groups and coordination of services and discharge planning with residential staff are provided. This intensive effort helps to facilitate client movement from crisis stabilization services, potentially to transitional levels of residential services in an effort to promote more autonomous and productive functioning in the community.

The program also provide in-house substance use disorder groups, the availability of urine screening through on-site urine drug screen test and specific individual client contracts that focus on regular client preferred 12-step support group attendance in the community. Referrals to higher levels of care are made for participants in need of substance use disorder services such as detoxification as well as referrals to medical or psychiatric urgent or emergency care providers as acuity necessitates.

Clients may be referred or linked to vocational and educational services for assessment of job skills, training and employment or volunteer opportunities as well as benefits advocacy services within the PRC system of services or other community based organization as well as linkage to primary medical, and dental and psychiatric care providers.

Linkage to County Adult Assistance Programs (CAAP) for financial, vocational, housing or shelter, DMV identification, and assistance in applying for Medi-Cal health insurance and CalFresh food assistance is coordinated with the client as needed.

- B. Grove Street House provides a psychosocial rehabilitation milieu, incorporating interventions and techniques of both mental health and substance use disorder treatment strategies, where clients can develop practical social and survival skills with the support of staff and peers.

The program is designed to use the practical realities of group living to foster clients' strengths, self-esteem and sense of responsibility while encouraging them to test new skills and change old patterns. The staff consciously uses the resident peer group and home-like environment as the primary agents of treatment.

- C. Discharge planning begins at Intake, as this is a program with a 30-day length of stay that may be extended to 60 days only upon a treatment extension request from program staff and approval by BHS Placement Committee staff.

Most frequently, a transitional residential treatment placement is sought through the BHS Placement Committee as part of the client discharge or transition plan in the setting that will be most conducive to the clients continued recovery.

- D. During its operation, Grove Street House is staffed 24/7/365 by a Director, Assistant Director and 12 Counselors. There are always 2 staff on duty overnight. In addition, a licensed Nurse Practitioner is onsite up to 20 hours per week for consultation and medication monitoring.

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY21-22.

8. Continuous Quality Assurance and Improvement

Baker Places, Inc. has created a CQI/Quality Assurance Team that consists of the Chief Clinical Officer, Director of Mental Health and Substance Use Disorder Programs, Project Director (2=co-op and SUD programs) and Program Director (1=MH programs). The Chief Clinical officer is the CQI Coordinator.

The team meets quarterly and functions to monitor enhance and improve the quality of service delivery throughout the agency. The CQI Coordinator ensures that the Agency is in compliance with all local, state and Federal policies and guidelines including Community Care Licensing and HIPPA. The team meets quarterly to review reports, summaries and feedback gleaned from all program level CQI and service delivery activity. Minutes of the CQI/Quality Assurance Team Meetings are maintained in the Baker Places, Inc., QA/CQI Administrative Binder.

- A. **Achievement of Contract Performance Objectives and Productivity:** Contract performance is monitored by each Program Director's review of monthly productivity reports indicating units of service and average client census. Program Director's regularly review program and individual staff performance in regular supervision with the Program Director and the Director of Mental Health and Substance Use Disorder Programs. A summary of the productivity reviews are discussed at the quarterly CQI/QA meetings to ensure programs are on target.
- B. **Documentation of Quality:** All staff, line and management, are provided with regular individual supervision to monitor service delivery, to review clinical and administrative decision-making and to discuss treatment planning and charting. Program Directors ensure that all client charts are audited on a monthly basis, and the findings of the audits are submitted to the Director of Mental Health and Substance Use Disorder Programs for review. Any issues are reported out to the CQI/QA committee for appropriate action when indicated.
- C. **Measurement of Cultural Competency of Staff and Services:** Cultural Competency is looked at in a number of ways. Each staff is required to complete 20 hours of training annually and identify which of the trainings enhance their cultural competence. The training requirement is monitored by each staff supervisor and monitored and tracked for the

agency by the HR division. Updates of staff training goals and objectives and training efforts designed to improve cultural competence are then provided to the CQI/QA team. One measure of overall service appropriateness and cultural competency occurs in regular review of Incident Reports. Incident Reports are reviewed and looked at in terms of causes, predictors, responses and client outcomes and are specifically judged on where staff addressed issues in an effective and appropriate manager.

- D. **Measurement of Client Satisfaction:** Client satisfaction is measured bi-annually by inviting clients to complete DHCS--Mental Health Consumer Satisfaction Survey (Spring/Fall) during their treatment cycle.

The results of these surveys are analyzed by BHS and outcomes provided to participating agencies. The agency requires that the results are shared with the CQI/QA Team as well as with the staff of each program participating during a staff meeting. In addition, the survey results are shared with clients of each participating program during a Client Council Meetings for their input and feedback.

The agency also conducts bi-annual focus groups as part of our CLAS Standards compliance #12 (Community Involvement). The results of these focus groups are shared through the agency as with the DHCS survey results.

- E. **Measurement, Analysis and Use of CANS or ANSA data:** ANSA data is reviewed through identified Super-user participation in monthly phone conferences with BHS Quality Assurance management. In those phone conferences program specific trends and outcomes related to client improvement are reviewed and discussed, in addition, all LPHAs throughout Baker Places, regularly review any observations noted in their ANSA and Treatment plan reviews with the Director of Mental Health and Substance Use Disorder Programs who in turn summarizes those discussions at the CQI/QA meetings. The CQI/QA team identifies appropriate policy and program changes necessary to improve outcomes and to implement input where needed.

9. Required Language: Not applicable.

1. Program Names: 4a. Baker Street House and Day Treatment, 16 beds

730 Baker Street

San Francisco CA 94115

415.567.1498 (phone)

415.567.1365 FAX

Program Codes: 38391 (Baker Street House Residential),
3839DT (Baker Street House Day Tx)

4b. Robertson Place and Day Treatment, 12 beds

921 Lincoln Way

San Francisco CA 94122

415.664.4876 (phone)

415.664.7741 FAX

Program Codes: 38851 (Baker Robertson Place Residence),
3885DT (Baker Robertson Day Treatment)

4c. Jo Ruffin Place and Day Treatment, 16 beds

333 7th Street

San Francisco CA 94103

415.252.1853 (phone)

415.252.1851 FAX

Program Codes: 89911 (Jo Ruffin Place-Baker Residence),
89912 (Jo Ruffin Place-Baker Day Treatment)

4d. San Jose Place and Day Treatment, 11 beds

673 San Jose Ave

San Francisco CA 94110

415.282.3789 (phone)

415.695.0829 FAX

Program Codes: 38BS1 (Adult Residential)
38BS1 (Life Support-Board & Care)
38BS2 (Day Rehab Full Day)

Contractor: Baker Places Inc.

170 9th Street

San Francisco, CA 94103

415-777-0333

415-626-2398 FAX

2. Nature of Document

3. Original Contract Amendment RPB

4. Goal Statement

The Baker Places up to 90-day Transitional Residential Treatment Programs (TRTP) aim to reduce BHS clients' utilization of crisis and inpatient services by successfully providing an integrated, psychosocial rehabilitation and recovery approach within a social milieu that will support clients in all areas of their mental health and substance use. Baker Street House, Robertson Place, Jo Ruffin Place, and San Jose Place provide day treatment as part of the overall approach to assisting clients in developing and maintaining skills for survival, personal self-care and symptom management.

5. Target Population

Baker Places strives to serve all who seek services. The target population for these programs are eligible clients in the System of Care, following criteria for admission to care specified by BHS. The TRTPs serve adult residents of San Francisco referred and approved by the BHS Placement Team, who have a demonstrated need for transitional residential treatment due to chronic and profound mental health problems, including those with the co-factors of substance use disorders. Clients who are residing in San Francisco General Hospital, IMD facilities or other institutional systems of care are prioritized for admission and treatment.

6. Modalities/Interventions

Definition of Billable Services:

Adult Residential Treatment Service: Rehabilitative services, provided in a non-institutional, residential setting, which provides a therapeutic community including a range of activities and services for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service is available 24 hours a day, seven days a week up to 90-days. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral and, as necessary, evaluation of the need for medications and plan development related to the prescribing and monitoring of psychiatric medications or biologicals, which are necessary to alleviate the symptoms of mental illness.

Day Rehabilitation: A structured program of rehabilitation and therapy to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development, which provides services to a distinct group of beneficiaries and is available at least 3 hours and less than 24 hours each day the program is open. Service activities may include but are not limited to, assessment, plan development, therapy, rehabilitation and collateral.

Residential Treatment Services UOS = 1 bed-day

Board and Care UOS = 1 bed-day

Habilitative Day Treatment (Full Day) UOS = 1 day of at least 4 hours of service

See CRDC for details.

7. Methodology

- A. These programs do not conduct outreach, as all referrals are initiated and approved by DPH/BHS Placement Unit.
- B. The intake, placement and movement of clients into and within the Baker Places system of care will be orchestrated by the Baker Places Intake and Placement Unit staff, who will liaison with BHS Placement Unit. Intake Department staff visit clients at a variety of clinical settings to conduct a face-to-face interview with referred clients in the hospital and/or in the ADU's, jail or other institutional setting, as a means to maximize the probability of successful linkage with the program. The TRTPs provide a psychosocial rehabilitation milieu, incorporating interventions and techniques of both mental health and substance abuse treatment strategies, where clients can develop practical social and survival skills with the support of staff and peers.
- C. The programs are designed to use the practical realities of group living to foster clients' strengths, self-esteem and sense of responsibility while encouraging them to test new skills and change old patterns. The staff consciously uses the resident peer group and home-like environment as the primary agents of treatment.

Individual and group counseling, daily living skills training, co-occurring disorder focused groups, relapse prevention, wellness recovery groups and coordination of services and discharge planning with residential staff are provided. This intensive effort helps to facilitate client movement from transitional residential programs to more autonomous and productive functioning in the community.

The TRTPs also provide in-house substance use disorder groups, the availability of urine screening through on-site urine drug screen test and specific individual client contracts that focus on regular client preferred 12-step support group attendance in the community. Referrals to higher levels of care are made for participants in need of substance use disorder services such as detoxification as well as referrals to medical or psychiatric urgent or emergency care providers as acuity necessitates.

Clients may be referred or linked to vocational and educational services for assessment of job skills, training and employment or volunteer opportunities as well as benefits advocacy services within the PRC system of services or other community based organization as well as linkage to primary medical, and dental and psychiatric care providers.

Linkage to County Adult Assistance Programs (CAAP) for financial, vocational, housing or shelter, DMV identification, and assistance in applying for Medi-Cal health insurance and CalFresh food assistance is coordinated with the client as needed.

Discharge planning consists of an evaluation with the client about the most appropriate next steps for housing and/or continued treatment. Community options as well as personal and family options are explored, and the client is provided with referrals and opportunities to visit potential continued care options. Clients are assisted and encouraged to make back-up plans as well as their first preferences, and realistic timelines are developed to ensure that discharge proceeds smoothly.

- D. These programs are staffed with Directors and Assistant Directors, as well as sufficient residential counselor staff to provide 24/7/365 coverage and overlap. Most often, there are 2-3 staff available during day and evening hours.

8. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY21-22.

9. Continuous Quality Assurance and Improvement

Baker Places, Inc. has created a CQI/Quality Assurance Team that consists of the Chief Clinical Officer, Director of Mental Health and Substance Use Disorder Programs, Project Director (2=co-op and SUD programs) and Program Director (1=MH programs).

The Chief Clinical Officer is the CQI Coordinator. The team meets quarterly and functions to monitor enhance and improve the quality of service delivery throughout the agency. The CQI Coordinator ensures that the Agency is in compliance with all local, state and Federal policies and guidelines including Community Care Licensing and HIPPA. The team meets quarterly to review reports, summaries and feedback gleaned from all program level CQI and service delivery activity. Minutes of the CQI/Quality Assurance Team Meetings are maintained in the Baker Places, Inc., QA/CQI Administrative Binder.

- A. **Achievement of Contract Performance Objectives and Productivity:** Contract performance is monitored by each Program Director's review of monthly productivity

reports indicating units of service and average client census. Program Directors regularly review program and individual staff performance in regular supervision with the Director of Mental Health and Substance Use Disorder Programs. A summary of the productivity reviews are discussed at the quarterly CQI/QA meetings to ensure programs are on target.

- B. Documentation of Quality:** All staff, line and management, are provided with regular individual supervision to monitor service delivery, to review clinical and administrative decision-making and to discuss treatment planning and charting. Program Directors ensure that all client charts are audited on a monthly basis, and the findings of the audits are submitted to the Director of Mental Health and Substance Use Disorder Programs for review. Any issues are reported out to the CQI/QA committee for appropriate action when indicated.
- C. Measurement of Cultural Competency of Staff and Services:** Cultural Competency is looked at in a number of ways. Each staff is required to complete 20 hours of training annually and identify which of the trainings enhance their cultural competence. The training requirement is monitored by each staff supervisor and monitored and tracked for the agency by the HR division. Updates of staff training goals and objectives and training efforts designed to improve cultural competence are then provided to the CQI/QA team. One measure of overall service appropriateness and cultural competency occurs in regular review of Incident Reports. Incident Reports are reviewed and looked at in terms of causes, predictors, responses and client outcomes and are specifically judged on where staff addressed issues in an effective and appropriate manager.

Measurement of Client Satisfaction: Client satisfaction is measured bi-annually by inviting clients to complete DHCS--Mental Health Consumer Satisfaction Survey (Spring/Fall) during their treatment cycle.

The results of these surveys are analyzed by BHS and outcomes provided to participating agencies. The agency requires that the results be shared with the CQI/QA Team as well as with the staff of each program participating during a staff meeting. In addition, the survey results are shared with clients of each participating program during a Client Council Meetings for their input and feedback.

The agency conducts bi-annual focus groups as part of our CLAS Standards compliance #12 (Community Involvement). The results of these focus groups are shared through the agency as with the DHCS survey results.

- D. Measurement, Analysis and Use of CANS or ANSA data:** ANSA data is reviewed through identified Super-user participation in monthly phone conferences with BHS Quality Assurance management. In those phone conferences program specific trends and outcomes related to client improvement are reviewed and discussed, in addition, all LPHAs throughout Baker Places, regularly review any observations noted in their ANSA and Treatment plan reviews with the Director of Mental Health and Substance Use Disorder Programs or designee who in turn summarizes those discussions at the CQI/QA meetings. The CQI/QA team identifies appropriate policy and program changes necessary to improve outcomes and to implement input where needed.

10. Required Language: Not applicable.

1. Program Name: Acceptance Place

1326 4th Avenue
San Francisco, CA 94122
(415) 665-2080
(415) 665-4782 Fax

Program Code: 38752 (Baker Acceptance Place)

Contractor: Baker Places Inc.

170 9th Street
San Francisco, CA 94103
415-777-0333
415-626-2398 (Fax)

2. Nature of Document

3. Original Contract Amendment RPB

4. Goal Statement

Acceptance Place aims to reduce the impact of chemical dependency in the population of gay and bisexual men, by successfully implementing an up to 90-day, structured, residential treatment program based on a psychosocial rehabilitation model.

5. Target Population

Baker Places strives to serve all who need services. The target population for this program are San Francisco residents who are using, addicted to, or at risk of becoming addicted to alcohol and other drugs, who are male adults, 18 years of age or older, and who identify as gay or bisexual.

6. Modality/Interventions

Modality of Service: The program provides a milieu similar to ASAM Level 3.1 residential treatment services. Incidental Medical Services protocols are in place and the program is Drug Medi-Cal Certified.

Description of Billable Services:

The unit of service is a 24-hour bed-day. One unit of service equals a participant occupation of a bed for a 24-hour period. This includes a minimum of 20 hours of alcohol and other drug recovery services per week.

See CRDC for details.

7. Methodology

- A.** The program conducts outreach to the LGBTQ community through the network of substance abuse programs and community services programs targeting the client base. Acceptance Place also works closely with Baker Places' programs to assist in determining appropriate referrals from the internal continuum of care.
- B.** Acceptance Place is a 10-bed residential treatment program with strategies developed for and focused on working with gay and bisexual men who wish to recover from addiction to alcohol and other drugs. Based on a harm-reduction philosophy, Acceptance Place encourages sobriety as a goal, while understanding that relapse is an event that informs treatment planning and is not, by itself cause for discharge from the program. Average length of stay is 60 days; maximum length of stay is 90 days.
- C.** The admission process begins with a referral submitted to the Baker Places Intake Department from a community provider including a community licensed provider history and physical, TB clearance and current medication information and prescriber order.

The Intake Department will communicate the approval for an initial interview with program manager at the program during which the interviewing staff elicits a general history of past and current substance use, history of withdrawal acuity and treatment attempts, assesses psychosocial stresses, financial status, current medical or psychiatric providers and gives client an overall view of services provided at the program.

If there is a question of drug withdrawal acuity/risk the client is referred to SFDPH-Treatment Access Program for assessment and potential placement at a detox prior to admission to the Acceptance Place program.

This information is documented and submitted to the Baker Intake Department utilizing the *ASAM-SUD Level of Care Recommendation* tool in EMRS-Avatar if the staff wishes to admit participant to Acceptance Place. This program does not require SUD Residential Treatment Placement Authorization.

The program staff use individualized treatment plans of care along with recovery planning in a peer-group community to provide a comprehensive, multi-dimensional, participant centered approach to addiction recovery. Clear expectations about the nature of the program and commitment required are communicated upon admission, and are embodied in a contract signed upon entry.

A detailed assessment, conducted at admission will include:

- **Addiction Assessment:** Utilizes the *Addiction Severity Index* assessment tool in Avatar to screen for history of alcohol and other drug abuse, primary drugs of choice, frequency of abuse, and treatment history (i.e. methadone) along with the *ASAM Level of Care* assessment tool in Avatar which requires a diagnosis and approval by a Licensed Practitioner of the Healing Arts (LPHA).
- **Psychosocial Assessment:** In-depth psychosocial and vocational assessment will collect information on family dynamics, financial support, job skills and history, arrest record, housing status, HIV awareness, attitudes towards substance abuse, etc.
- SUD counselor completes with participant the *Client Health Questionnaire and Initial Screening Questions*, DHCS 5103.
- Healthcare Practitioner (MD/NP) reviews questionnaire and completes the *Incidental Medical Services Certification Form*, DHCS 4026 prior to ordering any IMS for the participant.
- **Cultural and Special Needs:** Includes language capabilities, immigration status and experience, etc.

In addition to assessing participants, this phase will begin to educate participants about their disorders and symptoms through the development of an individual treatment plan. Participants with higher-risk medical conditions (i.e., AIDS, diabetes, etc.) and psychiatric conditions will be monitored more closely to assure stability, monitor participant self-administered medications, and manage symptoms from post-acute withdrawal.

- D.** The social rehabilitation model of recovery relies on the community as a major catalyst for change; and all participants are expected to participate in program groups, community decisions, management of the household, and outside recovery groups or meetings. Under the general supervision of the staff, the participants contribute to the ongoing operations of the residential program, including chores, and household community dynamics.

Certified or registered SUD counselors are assigned to participants as Primary Counselors immediately upon program entry. Each participant and their Counselor will develop an individual

Treatment Plan of Care, which is approved by a LPHA, and a recovery plan that details a set of specific objectives that also serve as benchmarks or phases that participants move through as they progress through the program.

Treatment Plans of Care are reviewed with the participant prior to every thirty days to review, update, modify or determine completion of treatment objectives and move into new phases as participant continued treatment authorization is required through submission of the ASAM-SUD Level of Care Recommendation process in Avatar.

Schedule: A full range of groups will comprise the core structured day activities. Interventions will be goal-oriented and pragmatic and address the full range of issues associated with addiction. Groups include: Community Meetings, on-site and community 12-Step Meetings, SUD Education including a focus on methamphetamine and opiate substance use and overdose prevention and management, early recovery and LGBTQ life skills, co-occurring disorder group, coping with stigma, HIV Prevention Groups, Social Activity Groups, Relapse Prevention/Recovery Plan group, Issues Groups specific to people of color, people with HIV/AIDS, and Transgender participants.

Relapse Intervention Activities: Participants who relapse will be supported to develop revised treatment and recovery plans that: a) identify the causes of relapse and b) develop specific strategies to interrupt the relapse process.

In the event that a participant is referred out for acute residential detoxification, every effort will be made to return them to the program following detoxification.

Peer Support and Mentoring: This will introduce participant to group activities through a peer mentor approach that pairs new participants with senior participants.

During the initial phase of treatment, SUD counselor will help develop and review treatment plans, accompany new participants to outside referrals, and provide one-one support and education regarding community resources.

During the first two weeks, participants are expected to:

- Apply for or secure benefits, entitlements (Medi-Cal, CAAP office services for financial or CalFresh services, SSI/SSDI advocacy through PRC or other provider);
- Develop daytime activity plan;
- Meet with SUD counselor and begin work on individual recovery plans;
- Become acquainted with household routine, complete chores, attend all group meetings;

During the first month, participants are expected to:

- Implement structured daytime projects or activities as determined by participant and SUD counselor appropriate to the participant,
- Develop external community support system/network including recovery meetings, educational, vocational, housing, outpatient SUD groups, physical and mental health provider linkage, etc.
- Develop post treatment re-entry plan, present to peer participants and staff.

During the second and third months, participants are expected to:

- Complete housing, continued treatment and transition plans;
- Role model household and community behavior to others; act as peer support to newly admitted participants,
- Continue all external activities (including employment, outpatient treatment or volunteer work);

- Begin continuing after-care support planning and activities.

Linkages: Case management services as a brokerage function that identifies, advocates, refers and links clients to a range of off-site support services including aftercare services will be offered. Each SUD Counselor will dedicate a portion of their time to these case management activities.

As part of participant individual treatment plan, participant will develop a discharge/service linkage plan that supports their individual needs, which may include:

Health: Primary care and specialized health including HIV/AIDS care, dental/vision care, and medication assistance/management, Medi-Cal eligibility, etc.

Housing/Discharge Planning: Supported congregate living such as an SLE, SRO and/or level of supportive case management if needed, homeless assistance through SF Dept. of Homelessness or other community housing entities.

Referral by SUD counselor in collaboration with participant to the Baker Co-op/AILP if participant has a documented mental health diagnosis and placement approval through the SFDPH Transitions Placement Team for case managed supported housing.

Participants with HIV/AIDS can be referred by SUD counselor in collaboration with participant to the Baker Co-op/BSLP for case managed supported housing.

Service Plans are highly individualized with a framework for more intensive to less intensive contact dependent on participant needs. SUD counselors will help participants to access entitlement programs, prepare application renewals and assist with appeals directly or through PRC to San Francisco Department of Human Services (General Assistance), the Social Security Administration (SSI), and San Francisco Redevelopment Agency (rental assistance). All participants will develop a housing plan and will be assisted in that transition at successful completion of the program.

- E. Participants will be referred to more appropriate settings, including Baker Places' detoxification program and/or SFGH, if one or more of following conditions are present: (1) withdrawal symptoms that require medical supervision, (2) physical conditions that require medical supervision, (3) participants assessed to actively be a threat to themselves or others.
- F. Efforts will be made to place participants needing and desiring "drug-free" housing into supported housing that is affordable, drug-free and provides the peer and community supports needed to re-enter the community.
- G. Program is staffed 24/7/365 by a Program Director, Assistant Director and six AOD Certified or Registered Counselors.

8. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY21-22.

9. Continuous Quality Assurance and Improvement

Baker Places, Inc. has created a CQI/Quality Assurance Team that consists of the Chief Clinical Officer, Director of Mental Health and Substance Use Disorder Programs, Project Director (2=co-op and SUD programs) and Program Director (1=MH programs).

The Chief Clinical Officer is the CQI Coordinator. The team meets quarterly and functions to monitor enhance and improve the quality of service delivery throughout the agency.

The CQI Coordinator ensures that the Agency is in compliance with all local, state and Federal policies and guidelines including, SFDPH, DHCS, and HIPPA. The team meets quarterly to review

chart audit reports, summaries and feedback gleaned from all program level CQI and service delivery activity.

Minutes of the CQI/Quality Assurance Team Meetings are maintained in the Baker Places, Inc., QA/CQI Administrative Binder.

- A. Achievement of Contract Performance Objectives and Productivity:** Contract performance is monitored by each Program Director's review of monthly productivity reports indicating units of service and average client census. Program Director's regularly review program and individual staff performance in regular supervision with the Director of Mental Health and Substance Use Disorder Programs. A summary of the productivity reviews are discussed at the quarterly CQI/QA meetings to ensure programs are on target.
- B. Documentation of Quality:** All staff, line and management, are provided with regular individual supervision to monitor service delivery, to review clinical and administrative decision-making and to discuss treatment planning and charting. Program Directors ensure that all client charts are audited on a monthly basis, and the findings of the audits are submitted to the Director of Mental Health and Substance Use Disorder Programs for review. Any issues are reported out to the CQI/QA committee for appropriate action when indicated.
- C. Measurement of Cultural Competency of Staff and Services:** Cultural Competency is looked at in a number of ways. Each staff is required to complete 20 hours of training annually and identify which of the trainings enhance their cultural competence. The training requirement is monitored by each staff supervisor and monitored and tracked for the agency by the HR division.

Updates of staff training goals and objectives and training efforts designed to improve cultural competence are then provided to the CQI/QA team. One measure of overall service appropriateness and cultural competency occurs in regular review of Incident Reports. Incident Reports are reviewed and looked at in terms of causes, predictors, responses and client outcomes and are specifically judged on where staff addressed issues in an effective and appropriate manager.

- D. Measurement of Participant Satisfaction:** Participant satisfaction is measured bi-annually by inviting participants to complete the SFDPH-BHS Substance Use Treatment Client Satisfaction Survey (Spring/Fall) during their treatment cycle.

The results of these surveys are analyzed by BHS and outcomes provided to participating agencies. The agency requires that the results be shared with the CQI/QA Team as well as with the staff of each program participating during a staff or meeting. In addition, the survey results are shared with clients of each participating program during a Participant Council Meetings for their input and feedback.

The agency conducts bi-annual focus groups as part of our CLAS Standards compliance #12 (Community Involvement).

The results of these focus groups are shared throughout the agency as with the SFDPH-BHS Substance Use Treatment Client Satisfaction Survey results.

- E. Measurement, Analysis and Use of CANS or ANSA data:** BP-SUD programs do not conduct CANS or ANSA assessments.

10. Required Language: Not applicable.

- 1. Program Name: Joe Healy Detoxification Program**
101 Gough Street/120 Page Street, 2nd & 3rd floors
San Francisco, CA 94102
415-503-3137 (Directors office direct line #)
415-864-2086 (main fax # for bldg.)

Program Code: 38442 (Baker, Joe Healy Detoxification Program)

Contractor: Baker Places Inc.
170 9th Street
San Francisco, CA 94103
415-777-0333
415-626-2398 (Fax)

2. Nature of Document

Original Contract Amendment RPB

3. Goal Statement

The goal of the Joe Healy Detoxification program is to reduce the volume and impact of substance abuse and attendant homelessness and street deaths in San Francisco by successfully implementing a medically managed residential detoxification, treatment and educational program with a length-of-stay of up to 7 days for alcohol withdrawal, 14 days for benzodiazepine withdrawal, and 12 days for prior-authorized opiate withdrawal. After withdrawal protocol is completed, clients may continue to access Joe Healy Detoxification programming only if residential treatment and/or housing placement is imminent at room and board level of care.

4. Target Population

Baker Places strives to serve all who seek services. This program's target population are San Francisco resident adults, 18 years of age or older, including all genders, and homeless individuals who are in acute need of clinically and medically supported withdrawal management services.

5. Modalities/Interventions

Modality of Services / Intervention

This program provides clinically managed withdrawal management requiring medical services in a residential setting at ASAM Levels: Withdrawal Management Level 3.2.

Incidental Medical Services protocols are in place and used in most admissions to support withdrawal management. The program has become Drug-Medi-Cal Certified.

Description of Billable Service: For the first 7 days, the billable unit of service is a 24-hour bed-day is considered withdrawal management services.

After 7 days, the unit of service, Room and Board, will be billed. One unit of service equals a participant occupation of a bed for a 24-hour period.

See CRDC for details.

6. METHODOLOGY

- A.** The program conducts outreach by maintaining daily contact with referral sources in the San Francisco Department of Public Health Community Programs and San Francisco General Hospital and Clinics throughout the SFDPH System of Care including healthcare clinics, the Sobering Center, methadone clinics, HIV/AIDS healthcare providers, and Emergency Departments. Additional sources of referrals are identified on an ongoing basis.

- B.** Since all referrals must meet ASAM Level WM 3.2 for withdrawal management and referrals are assessed for admission eligibility by the detox intake department. Daily census and number of vacancies is reported daily.
- C.** Detoxification services are provided to adults 18 years of age and older, who have been medically cleared to rule out eligibility and/or need for hospitalization or invasive procedures (i.e. hydration, abscess drainage, infusion) and contagious diseases (e.g. tuberculosis).

Eligible participants will have been screened for clear sensorium and lack of delirium tremens at the time of referral assessment.

A measure of motivation or, at minimum, compliance, is assumed, as is the ability to understand and follow instructions and to self-administer oral medications. The ability to feed and clothe self independently, or with minimal staff support, and ability to transfer from ambulation aids to bed is necessary.

The detox referral health screen is completed by licensed healthcare practitioners (MD, NP, PA) at SFDPH clinics or other referral sources and will include substance use history and current use, brief medical history identifying any significant healthcare problems or needs, physical exam phlebotomy for specific lab indicators and tuberculosis clearance process which can be: placement of a PPD by referent to be read at the program within 72 hours, QFT bloodwork or chest x-ray.

Signs and symptoms of withdrawal are assessed and each individual will be assigned to appropriate protocols for detoxification with medical support as necessary.

- D.** A medication evaluation is provided after completion of the *Client Health Questionnaire and Initial Screening Questions (DHCS 5103)* by licensed healthcare practitioner and Incidental Medical Services ordered on the *Incidental Medical Services Certification Form (DHCS 4026)* by the Joe Healy Detox Medical Director/Physician Specialist or Nurse Practitioner before medication is offered or prescribed.

Participant medications may be prescribed or ordered by licensed medical practitioners, and must be participant specific, individually pharmacy labeled and supplied to the participant by trained licensed staff performing medication monitoring within the scope of their licenses, and are securely stored on the premises according to licensing regulations.

At the program site, services and interventions are protocol-driven, provided by an interdisciplinary team of licensed vocational nurses and AOD Certified or Registered substance abuse counselors, under the supervision of medical and substance abuse disorder professionals and California Licensed Practitioner of the Healing Arts (LPHA).

This program is housed in a licensed, 28-bed, three-story facility, located adjacent to downtown and the Civic Center. The first floor contains intake offices; program activities take place on the second and third floors, accessible via an ADA-compliant elevator at the 120 Page Street program entrance.

The second-floor of the facility also contains two wheelchair-accessible suites (bedrooms and bathrooms) accommodating four clients. Priority on the second floor is given to participants with ambulation challenges and/or those who use wheelchairs, walkers, canes, crutches or higher need for nursing care due to withdrawal symptom severity or other disease management needs. Each program floor includes sleeping quarters, counseling and social rooms, kitchen and dining area, staff offices and toilet and shower facilities.

The physical plant is clean, well-lit, secure and comfortable. Meals are provided as designed by dietary professionals, to insure optimal meeting of nutritional needs and attention to digestive or other dietary problems and to accommodate needs for diabetics, those on soft or liquid diets, and vegetarians. Breakfast is relatively informal and prepared by staff and participants on site, with lunch and dinner prepared offsite by a certified chef and cooking team, and picked up by program driver and delivered to the staff.

The program provides each participant a packet of personal hygiene supplies, assists them to shower, and provides pajamas and slippers for a short stay in bed. For the first 24 hours and thereafter as long as medically necessary, all participants are directly observed by licensed nursing and AOD certified/registered residential counseling staff every half-hour throughout the entire treatment episode.

Nursing staff and certified/registered substance use disorder counselors also monitor all new admissions every 30 minutes, face to face, for the first seventy-two and take vital signs every two hours for the seventy-two hours while assessing for withdrawal protocol eligibility.

Nursing face to face observation frequency may change after the initial 48 hours per policy and healthcare practitioner order and/or if participant starts a prescribed withdrawal protocol.

All vital signs results, withdrawal symptoms, participant self-administered medications prescribed and staff monitored and the participant response to medications is documented in participant chart.

Detoxification from alcohol, opiates, sedatives and hypnotic drugs is supervised by the Medical Director and interdisciplinary staff. Any/all opiate detox referral must include SFDPH Transitions Placement Team Authorization and include treatment parameters that include offering injectable Naltrexone to the participant pre-discharge and linkage to a provider to continue Naltrexone injections post-discharge. If someone is admitted who has opioid use disorder and another use disorder requiring Withdrawal Management, buprenorphine can be started to control the opioid withdrawal, and further buprenorphine treatment can be coordinated in the community, or at OBIC at 1380 Howard.

Mixed withdrawal treatment is provided, for poly-or cross-addicted individuals. The detoxification process is assisted through controlled protocols and individual evaluations of each person accepted for service. In cases where acute medical conditions develop, direct linkage and transportation to hospital-based emergency care is provided.

The detox program is double-staffed 24-hours daily, every day of the year, with nursing and AOD certified/registered counseling personnel. The planned length of stay for an individual accessing withdrawal management services determined by the type of withdrawal protocol the participant is assessed to require. Each individual who so desires is referred to another treatment setting within the countywide continuum of care at completion of detoxification and stabilization. If residential or housing placement is imminent AND the necessary placement authorization is obtained from the City/County Transitions team, clients may continue to access Joe Healy Detoxification programming and room and board services for up to an additional 14 days.

Progression: An initial assessment utilizing the Addiction Severity Index along with the ASAM Level of Care assessment in the EMRS/Avatar will identify the severity, duration and history of participants' substance abuse and prior treatment engagements and appropriate level of care needed. A diagnosis is made by a Licensed Professional of the Healing Arts

(LPHA) and recorded in the EMRS/AVATAR EHR.

A treatment plan of care and recovery plan is developed collaboratively with the participant and will be tracked daily and modified as necessary through the course of detoxification program episode.

Linkages: Baker Places' social rehabilitation continuum includes housing, mental health counseling and education, support, information and referral. Baker Places' partnership with the CHN provides medical and psychiatric evaluations, monitoring and treatment of symptoms of withdrawal, as a unique intervention to interrupt the cycle of addiction for homeless substance abusers while saving lives and promoting improved health and well-being.

- E. Staff assists participants in develop continuing care plans that link/refer them to ongoing substance use disorder, vocational or education opportunities, primary physical, dental and mental health care providers and financial, housing other residential and support services prior to completion of the program.

7. Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY21-22.

8. Continuous Quality Assurance and Improvement

Baker Places, Inc. has created a CQI/Quality Assurance Team that consists of the Chief Clinical Officer, Director of Mental Health and Substance Use Disorder Programs, Project Directors (2=co-op and SUD programs) and Program Director (1=MH programs).

The Chief Clinical Officer is the CQI Coordinator. The team meets every three months and functions to monitor enhance and improve the quality of service delivery throughout the agency. The CQI Coordinator ensures that the Agency is in compliance with all local, state and Federal policies and guidelines including, SFDPH, DHCS, Community Care Licensing and HIPPA.

The team meets every three months to review chart audit reports, summaries and feedback gleaned from all program level CQI and service delivery activity. Minutes of the CQI/Quality Assurance Team Meetings are maintained in the Baker Places, Inc., QA/CQI Administrative Binder.

- A. **Achievement of Contract Performance Objectives and Productivity:** Contract performance is monitored by Program Director's review of monthly productivity reports indicating units of service and average client census. Program Director regularly reviews program and individual staff performance in regular supervision with the Chief Clinical Officer. A summary of the productivity reviews are discussed at the quarterly CQI/QA meetings to ensure programs are on target.
- B. **Documentation of Quality:** All staff, line and management, are provided with regular individual supervision to monitor service delivery, to review clinical and administrative decision-making and to discuss treatment planning and charting. Program Director ensures that client charts are audited on a weekly basis, and the findings of the audits are submitted to the Director of Mental Health and Substance Use Disorder Programs for review. Any issues are reported out to the CQI/QA committee for appropriate action when indicated.
- C. **Measurement of Cultural Competency of Staff and Services:** Cultural Competency is looked at in a number of ways. Each staff is required to complete 20 hours of agency or community training annually and identify which of the trainings enhance their cultural competence. The training requirement is monitored by each staff supervisor and monitored

and tracked for the agency by the HR division. Updates of staff training goals and objectives and training efforts designed to improve cultural competence are then provided to the CQI/QA team. One measure of overall service appropriateness and cultural competency occurs in regular review of Incident Reports. Incident Reports are reviewed and looked at in terms of causes, predictors, responses and client outcomes and are specifically judged on where staff addressed issues in an effective and appropriate manner.

- D. Measurement of Client Satisfaction:** Client satisfaction is measured bi-annually by inviting clients to complete the SFDPH-BHS Substance Use Treatment Client Satisfaction Survey (Spring/Fall) during their treatment cycle.

The results of these surveys are analyzed by BHS and outcomes provided to participating agencies. The agency requires that the results be shared with the CQI/QA Team as well as with the staff of each program participating during a staff meeting. In addition, the survey results are shared with clients of each participating program during a Participant Council Meetings for their input and feedback.

The agency conducts bi-annual participant focus groups as part of our CLAS Standards compliance.

The results of these focus groups are shared throughout the agency as with the SFDPH-BHS Substance Use Treatment Client Satisfaction Survey results.

- E. Measurement, Analysis and Use of Cal-OMS data:** Cal-OMS admission and discharge forms are completed for each participant episode of care. The Cal-OMS data quality performance objectives are used to ensure program success and to identify corrective actions.

- 9. Required Language:** Not applicable.

Appendix B

Calculation of Charges

1. Method of Payment

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

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (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) 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) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

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

For the fiscal year 2021-22, the CITY agrees to make an initial payment to CONTRACTOR not to exceed Thirty per cent (30%) of the General Fund and Prop 63 portion of the CONTRACTOR'S allocation for the fiscal year 2021-22.

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.

Budget Summary	
Appendix B-1	Assisted Independent Living Program
Appendix B-2	Odyssey House
Appendix B-3	Grove Street House
Appendix B-4a	Baker Street House
Appendix B-4b	Robertson Place
Appendix B-4c	Jo Ruffin Place
Appendix B-4d	San Jose Place
Appendix B-5	Acceptance Place
Appendix B-6	Joe Healy Medical Detox

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **One Hundred Twenty Million Seven Hundred Eighty-Nine Thousand Seven Hundred Thirty-Eight Dollars (\$120,789,738)**. for the period of July 1, 2018 through June 30, 2027.

CONTRACTOR understands that, of this maximum dollar obligation, **\$9,257,480** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

July 1, 2018 - June 30, 2019	\$12,122,103
July 1, 2019 - June 30, 2020	\$12,589,136
July 1, 2020 - June 30, 2021	\$12,589,136
July 1, 2020 - June 30, 2021 (MCO DV)	\$403,592
July 1, 2021 - June 30, 2022	\$12,839,463
July 1, 2022 - June 30, 2023	12,815,068
July 1, 2023 - June 30, 2024	12,837,472
July 1, 2024 - June 30, 2025	12,860,549
July 1, 2025 - June 30, 2026	12,884,318
July 1, 2026 - June 30, 2027	<u>12,908,800</u>
Sub. Total July 1, 2018 through June 30, 2027	\$114,849,637
Contingency	\$9,257,480
Less: Encum CID#6931	(\$2,956,610)
Less unspend for FY 18/19	(\$360,769)
Total July 1, 2018 through June 30, 2027	\$120,789,738

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

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

(4) 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.

(5) STATE OR FEDERAL MEDI-CAL REVENUES

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.

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."

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

DHCS Legal Entity Number (MH) 00339	Page #	1
DHCS Legal Entity Name (MH)/Contractor Name (SA) Baker Places Inc.	Fiscal Year	2021-2022
Contract ID# 100009940	FN Date	1/11/2022

Contract Appendix Number	B-1	B-2	B-3	B-4a	B-4b	B-4c	B-4d	FN2
Provider Number	8908	3840	8978	3839	3885	8991	38BS	
Program Name(s)	Assisted Independent Living Program	Odyssey House	Grove Street House	Baker Street House	Robertson Place	Jo Ruffin Place	San Jose Place	
Program Code(s)	8908OP	3840OP	89781, 8978OP	38391, 3839DT	38851, 3885DT	89911, 89912	38BS1, 38BS2	
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22	TOTAL
FUNDING USES								
Salaries	\$ 522,647	\$ 341,032	\$ 65,400	\$ 537,066	\$ 597,318	\$ 732,433	\$ 611,223	\$ 3,407,119
Employee Benefits	\$ 146,341	\$ 95,489	\$ 20,928	\$ 150,378	\$ 167,249	\$ 205,081	\$ 171,142	\$ 956,608
Subtotal Salaries & Employee Benefits	\$ 668,988	\$ 436,521	\$ 86,328	\$ 687,444	\$ 764,567	\$ 937,514	\$ 782,365	\$ 4,363,727
Operating Expenses	\$ 906,867	\$ 129,402	\$ 108,390	\$ 341,180	\$ 132,802	\$ 181,631	\$ 174,212	\$ 1,974,484
Subtotal Direct Expenses	\$ 1,575,855	\$ 565,923	\$ 194,718	\$ 1,028,624	\$ 897,369	\$ 1,119,145	\$ 956,577	\$ 6,338,211
Indirect Expenses	\$ 236,378	\$ 84,888	\$ 29,208	\$ 154,294	\$ 134,605	\$ 167,872	\$ 143,487	\$ 950,732
Indirect %	15%	15%	15%	15%	15%	15%	15%	15%
TOTAL FUNDING USES	\$ 1,812,233	\$ 650,811	\$ 223,926	\$ 1,182,918	\$ 1,031,974	\$ 1,287,017	\$ 1,100,064	\$ 7,288,943
							Employee Benefits Rate	28%
BHS MENTAL HEALTH FUNDING SOURCES								
MH FED SDMC FFP (50%) Adult	\$ 426,224	\$ 185,690	\$ -	\$ 329,438	\$ 249,954	\$ 378,070	\$ 241,404	\$ 1,810,780
MH STATE Adult 1991 MH Realignment	\$ 290,608	\$ 158,204	\$ -	\$ 294,300	\$ 248,510	\$ 320,926	\$ 244,894	\$ 1,557,442
MH COUNTY Adult - General Fund	\$ 908,227	\$ 249,835	\$ 223,926	\$ 524,537	\$ 493,867	\$ 540,756	\$ 569,817	\$ 3,510,965
MCO General Fund	\$ 7,174	\$ 12,082	\$ -	\$ 2,643	\$ 2,643	\$ 2,265	\$ 10,949	\$ 37,756
								\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 1,632,233	\$ 605,811	\$ 223,926	\$ 1,150,918	\$ 994,974	\$ 1,242,017	\$ 1,067,064	\$ 6,916,943
TOTAL DPH FUNDING SOURCES	\$ 1,632,233	\$ 605,811	\$ 223,926	\$ 1,150,918	\$ 994,974	\$ 1,242,017	\$ 1,067,064	\$ 6,916,943
NON-DPH FUNDING SOURCES								
NON-DPH - Patient/Client Fees	\$ 180,000	\$ 45,000	\$ -	\$ 32,000	\$ 37,000	\$ 45,000	\$ 33,000	\$ 372,000
								\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ 180,000	\$ 45,000	\$ -	\$ 32,000	\$ 37,000	\$ 45,000	\$ 33,000	\$ 372,000
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,812,233	\$ 650,811	\$ 223,926	\$ 1,182,918	\$ 1,031,974	\$ 1,287,017	\$ 1,100,064	\$ 7,288,943

Prepared By Frank Perez	415.972.0851	frank.perez@prcsf.org		1/28/22
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Appendix B - DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number 00339				Page #		Page 2
Legal Entity Name/Contractor Name Baker Places Inc.				Fiscal Year		2021-2022
Contract ID Number 1000009940				Funding Notification Date		01/11/22
Appendix Number	B-5	B-6				FN2
Provider Number	383875	383844				
Program Name	Acceptance Place	Joe Healy Medical Detox				
Program Code	38752	38442				
Funding Term	07/01/21-6/30/22	07/01/21-6/30/22				Contract
FUNDING USES			SUD Total	MH Total	TOTAL	
Salaries	\$ 418,123	\$ 2,312,753	\$ 2,730,876	\$ 3,407,119	\$ 6,137,995	
Employee Benefits	\$ 117,074	\$ 647,570	\$ 764,644	\$ 956,608	\$ 1,721,252	
Subtotal Salaries & Employee Benefits	\$ 535,197	\$ 2,960,323	\$ 3,495,520	\$ 4,363,727	\$ 7,859,247	
Operating Expenses	\$ 176,833	\$ 969,892	\$ 1,146,725	\$ 1,974,484	\$ 3,121,209	
Subtotal Direct Expenses	\$ 712,030	\$ 3,930,215	\$ 4,642,245	\$ 6,338,211	\$ 10,980,456	
Indirect Expenses	\$ 106,805	\$ 589,532	\$ 696,336	\$ 950,731	\$ 1,647,067	
Indirect %	15%	15%	15%	15%	15%	
TOTAL FUNDING USES	\$ 818,835.00	\$ 4,519,747	\$ 5,338,581	\$ 7,288,942	\$ 12,627,524	
		Employee Benefits Rate	28%	28%	28%	
BHS MENTAL HEALTH FUNDING SOURCES						
MH FED SDMC FFP (50%) Adult				\$ 1,810,780	\$ 1,810,780	
MH STATE Adult 1991 MH Realignment				\$ 1,557,442	\$ 1,557,442	
MH COUNTY Adult - General Fund				\$ 3,510,965	\$ 3,510,965	
MCO General Fund				\$ 37,756	\$ 37,756	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ 6,916,943	\$ 6,916,943	
BHS SUD FUNDING SOURCES						
County GF	\$ 781,967	\$ 1,925,240	\$ 2,707,207		\$ 2,707,207	
Federal Drug Medi-Cal FFP, CFDA 93.778	\$ -	\$ 1,359,139	\$ 1,359,139		\$ 1,359,139	
State Drug Medi-Cal	\$ -	\$ 731,844	\$ 731,844		\$ 731,844	
Federal SAPT Discretionary, CFDA 93.959	\$ -	\$ 500,000	\$ 500,000		\$ 500,000	
MCO General Fund	\$ 4,867	\$ 3,524	\$ 8,391		\$ 8,391	
			\$ -			
TOTAL BHS SUD FUNDING SOURCES	\$ 786,834	\$ 4,519,747	\$ 5,306,581		\$ 5,306,581	
TOTAL DPH FUNDING SOURCES	\$ 786,834	\$ 4,519,747	\$ 5,306,581	\$ -	\$ 12,223,524	
NON-DPH FUNDING SOURCES						
Non DPH 3rd Party Patient/Client Fees	\$ 32,000	\$ -	\$ 32,000	\$ 372,000	\$ 404,000	
TOTAL NON-DPH FUNDING SOURCES	\$ 32,000	\$ -	\$ 32,000	\$ 372,000	\$ 404,000	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 818,834	\$ 4,519,747	\$ 5,338,581	\$ 7,288,943	\$ 12,627,524	
Prepared By	Frank Perez, Controll 415.972.0851		frank.perez@prcsf.org		1/28/2022	

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

Legal Entity Name (MH)/Contractor Name (SA) Baker Places Inc.				Appendix #	B-1
Provider Name Assisted Independent Living Program				Page #	1
Provider Number 8908				Fiscal Year	2021-2022
				Funding Notification Date	01/11/22
Program Name	Assisted Independent Living Program	Assisted Independent Living Program	Assisted Independent Living Program	Assisted Independent Living Program	
Program Code	8908OP	8908OP	8908OP	8908OP	
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-57, 59	15/70-79	60/78	
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Crisis Intervention	SS-Other Non-MediCal Client Support Exp	
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22	TOTAL
FUNDING USES					
Salaries & Employee Benefits	\$ 14,298	\$ 599,979	\$ 16,902	\$ 37,809	\$ 668,988
Operating Expenses	\$ 2,798	\$ 233,945	\$ 1,899	\$ 668,224	\$ 906,866
Subtotal Direct Expenses	\$ 17,096	\$ 833,924	\$ 18,801	\$ 706,033	\$ 1,575,854
Indirect Expenses	\$ 2,564	\$ 125,089	\$ 2,820	\$ 105,905	\$ 236,378
TOTAL FUNDING USES	\$ 19,660	\$ 959,013	\$ 21,621	\$ 811,938	\$ 1,812,232
BHS MENTAL HEALTH FUNDING SOURC	Dept-Auth-Proj-Activity	15%	15%	15%	15%
					-
MH FED SDMC FFP (50%) Adult	251984-10000-10001792-0001	\$ 9,280	\$ 406,530	\$ 10,414	\$ 426,224
MH STATE Adult 1991 MH Realignment	251984-10000-10001792-0001	\$ 6,328	\$ 277,182	\$ 7,098	\$ 290,608
MH COUNTY Adult - General Fund	251984-10000-10001792-0001	\$ 4,053	\$ 275,301	\$ 4,109	\$ 908,227
MCO General Fund	251984-10000-10001792-0001			\$ 7,174	\$ 7,174
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 19,661	\$ 959,013	\$ 21,621	\$ 631,938
TOTAL DPH FUNDING SOURCES		\$ 19,661	\$ 959,013	\$ 21,621	\$ 1,632,233
NON-DPH FUNDING SOURCES					
NON-DPH - Patient/Client Fees				\$ 180,000	\$ 180,000
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -	\$ 180,000	\$ 180,000
UNDING SOURCES (DPH AND NON-DPH)		\$ 19,661	\$ 959,013	\$ 21,621	\$ 811,938
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)				67	
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service	4,905	258,822	2,344	43,885	
Unit Type	Staff Minute	Staff Minute	Staff Minute	Bed day	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 4.01	\$ 3.71	\$ 9.22	\$ 14.40	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 4.01	\$ 3.71	\$ 9.22	\$ 18.50	
Published Rate (Medi-Cal Providers Only)	\$ 4.60	\$ 4.08	\$ 10.23	N/A	Total UDC
Unduplicated Clients (UDC)	130	130	130	130	130

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Assisted Independent Living Program
 Program Code: 8908OP

Appendix #: B-1
 Page #: 2
 Fiscal Year: 2021-2022
 Funding Notification Date: 01/11/22

	TOTAL		251984-10000-10001792-0001		Mode 60		MCO General Fund	
Term (mm/dd/yy-mm/dd/yy):	07/01/21-6/30/22		07/01/21-6/30/22		07/01/21-6/30/22		07/01/21-6/30/22	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Project Director	0.60	\$ 70,650	0.56	\$ 66,358	0.04	\$ 4,292		
Clinical Supervisor	0.60	\$ 48,171	0.57	\$ 45,449	0.03	\$ 2,722		
Case Managers	4.90	\$ 261,498	4.62	\$ 246,723	0.28	\$ 14,775		
Housing Coordinator	0.40	\$ 23,953	0.38	\$ 22,600	0.02	\$ 1,353		
Facility Coordinator	0.50	\$ 25,950	0.47	\$ 24,484	0.03	\$ 1,466		
Clerk/Receptionist/Data	0.20	\$ 10,343	0.19	\$ 9,759	0.01	\$ 584		
Vocational Worker	2.25	\$ 82,082	1.82	\$ 72,571	0.11	\$ 4,346	0.32	\$ 5,165
Totals:	9.45	\$ 522,647	8.61	\$ 487,944	0.52	\$ 29,538	0.32	\$ 5,165
Employee Fringe Benefits:	28.0%	146,341	28.0%	136,624.00	28.0%	8,271.00	28.0%	\$ 1,446
TOTAL SALARIES & BENEFITS		\$ 668,988		\$ 624,568		\$ 37,809		\$ 6,611

706,033

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Assisted Independent Living Program
 Program Code: 8908OP

Appendix #: B-1
 Page #: 3
 Fiscal Year: 2021-2022
 Funding Notification Date: 01/11/22

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	Mode 60	Client Rent
Term (mm/dd/yy-mm/dd/yy):	07/01/21-6/30/22	07/01/21-6/30/22		07/01/21-6/30/22
Rent	\$ 134,970	\$ -	\$ 134,970	\$ -
Utilities(telephone, electricity, water, gas)	\$ 54,050	\$ -	\$ 54,050	\$ -
Building Repair/Maintenance	\$ 36,080	\$ 24,783	\$ 11,297	\$ -
Occupancy Total:	\$ 225,100	\$ 24,783	\$ 200,317	\$ -
Office Supplies	\$ 3,360	\$ 3,360	\$ -	\$ -
Photocopying	\$ 450	\$ 450	\$ -	\$ -
Program Supplies	\$ 2,625	\$ 2,625	\$ -	\$ -
Household Supplies	\$ 8,160	\$ 8,160	\$ -	\$ -
Medical Clearance/Supplies	\$ 563	\$ 563	\$ -	\$ -
Materials & Supplies Total:	\$ 15,158	\$ 15,158	\$ -	\$ -
Training/Staff Development	\$ 1,272	\$ 1,271	\$ -	\$ -
Insurance	\$ 6,656	\$ 6,655	\$ -	\$ -
Equipment Lease & Maintenance	\$ 6,890	\$ 6,890	\$ -	\$ -
General Operating Total:	\$ 14,816	\$ 14,816	\$ -	\$ -
Local Travel	\$ 2,686	\$ 2,686	\$ -	\$ -
Staff Travel Total:	\$ 2,686	\$ 2,686	\$ -	\$ -
Other (provide detail):				
Co-op Rents & Utilities	\$ 647,907	\$ -	\$ 467,907	\$ 180,000
Client Transportation	\$ 1,200	\$ 1,200	\$ -	
Other Total:	\$ 649,107	\$ 1,200	\$ 467,907	\$ 180,000
TOTAL OPERATING EXPENSE	\$ 906,867.00	\$ 58,643.00	\$ 668,224.00	\$ 180,000.00

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

Legal Entity Name (MH)/Contractor Name (SA) <u>Baker Places Inc.</u>					Appendix #	B-2
Provider Name <u>Odyssey House</u>					Page #	1
Provider Number <u>3840</u>					Fiscal Year	2021-2022
					Funding Notification Date	01/11/22
Program Name	Odyssey House	Odyssey House	Odyssey House	Odyssey House		
Program Code	3840OP	3840OP	3840OP	3840OP		
Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-57, 59	15/70-79	60/78		
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Crisis Intervention	SS-Other Non-MediCal Client Support Exp		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22		TOTAL
FUNDING USES						
Salaries & Employee Benefits	\$ 3,475	\$ 333,235	\$ 1,391	\$ 98,420	\$ 436,521	
Operating Expenses	\$ 2,593	\$ 33,856	\$ 237	\$ 92,715	\$ 129,401	
Subtotal Direct Expenses	\$ 6,068	\$ 367,091	\$ 1,628	\$ 191,135	\$ 565,922	
Indirect Expenses	\$ 910	\$ 55,064	\$ 244	\$ 28,670	\$ 84,888	
TOTAL FUNDING USES	\$ 6,978	\$ 422,155	\$ 1,872	\$ 219,805	\$ 650,810	
BHS MENTAL HEALTH FUNDING SOURCE	Dept-Auth-Proj-Activity	15%	15%	15%	15%	15%
MH FED SDMC FFP (50%) Adult	251984-10000-10001792-0001	\$ 2,977	\$ 181,908	\$ 805	\$ 185,690	
MH STATE Adult 1991 MH Realignment	251984-10000-10001792-0001	\$ 2,535	\$ 154,984	\$ 685	\$ 158,204	
MH COUNTY Adult - General Fund	251984-10000-10001792-0001	\$ 1,466	\$ 85,264	\$ 382	\$ 162,723	\$ 249,835
MCO General Fund	251984-10000-10001792-0001				\$ 12,082	\$ 12,082
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 6,978	\$ 422,156	\$ 1,872	\$ 174,805	\$ 605,811
TOTAL DPH FUNDING SOURCES		\$ 6,978	\$ 422,156	\$ 1,872	\$ 174,805	\$ 605,811
NON-DPH FUNDING SOURCES						
NON-DPH - Patient/Client Fees				\$ 45,000	\$ 45,000	
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ 45,000	\$ 45,000
FUNDING SOURCES (DPH AND NON-DPH)		\$ 6,978	\$ 422,156	\$ 1,872	\$ 219,805	\$ 650,811
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)		10				
Payment Method	Reimbursement	Reimbursement	Reimbursement	Reimbursement		
DPH Units of Service	2,055	95,042	594	3,990		
Unit Type	Staff Minute	Staff Minute	Staff Minute	Bed day		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 3.40	\$ 4.44	\$ 3.15	\$ 43.81		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 3.40	\$ 4.44	\$ 3.15	\$ 55.09		
Published Rate (Medi-Cal Providers Only)	\$ 3.67	\$ 4.81	\$ 3.41	N/A		Total UDC
Unduplicated Clients (UDC)	11	11	11	11		11

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Odyssey House
 Program Code: 3840OP

Appendix #: B-2
 Page #: 2
 Fiscal Year: 2021-2022
 Funding Notification Date: 01/11/22

	TOTAL		251984-10000-10001792-0001		Mode 60		MCO General Fund	
Term (mm/dd/yy-mm/dd/yy):	07/01/21-6/30/22		07/01/21-6/30/22		07/01/21-6/30/22		07/01/21-6/30/22	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Dir of MH and SU Disorder Programs	0.14	\$ 17,984.00	0.11	\$ 13,929.000	0.03	\$ 4,055.00		
Program Directors	1.00	\$ 74,620.00	0.77	\$ 57,793.000	0.23	\$ 16,827.00		
Residential Counselors	4.50	\$ 202,658.00	3.49	\$ 156,959.000	1.01	\$ 45,699.00		
Relief Staff	0.70	\$ 25,596.00	0.38	\$ 14,071.000	0.11	\$ 4,097.00	0.05	\$ 7,428.0000
Receptionist/Clerk/Data	0.20	\$ 10,343.00	0.15	\$ 8,011.000	0.05	\$ 2,332.00		
Facilities Coordinator	0.10	\$ 5,191.00	0.08	\$ 4,020.000	0.02	\$ 1,171.00		
Licensed Clinician	0.13	\$ 4,640.00	0.10	\$ 3,594.000	0.03	\$ 1,046.00		\$ -
Totals:	6.77	\$ 341,032.00	6.72	\$ 258,377.000		\$ 75,227.00	0.05	\$ 7,428.0000
Employee Fringe Benefits:	28.0%	\$ 95,489.00	28.0%	\$ 72,345.000	28%	\$ 21,064.00	28.00%	\$ 2,080.0000
TOTAL SALARIES & BENEFITS		\$ 436,521.00		\$ 330,722.000		\$ 96,291.00		\$ 9,508.0000

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Odyssey House
 Program Code: 3840OP

Appendix #: B-2
 Page #: 3
 Fiscal Year: 2021-2022
 Funding Notification Date: 01/11/22

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	Mode 60	Client Fee
Term (mm/dd/yy-mm/dd/yy):	07/01/21-6/30/22	07/01/21-6/30/22		07/01/21-6/30/22
Utilities(telephone, electricity, water, gas)	\$ 56,242	\$ -	\$ 48,442	7,800
Building Repair/Maintenance	\$ 12,580	\$ -	\$ 12,580	
Occupancy Total:	\$ 68,822	\$ -	\$ 61,022	\$ 7,800
Office Supplies	\$ 3,234	\$ 32	\$ 3,202	-
Photocopying	\$ 106	\$ 5	\$ 101	-
Program Supplies	\$ 1,908	\$ 95	\$ 1,813	
Household Supplies	\$ 9,800	\$ -	\$ -	9,800
Medical Clearance/Supplies	\$ 371	\$ 19	\$ 352	
Materials & Supplies Total:	\$ 15,419	\$ 151	\$ 5,468	\$ 9,800
Training/Staff Development	\$ 3,710	\$ 185	\$ 3,525	-
Insurance	\$ 4,770	\$ 238	\$ 4,532	-
Professional License	\$ 1,590	\$ 79	\$ 1,511	-
Advertising Expenses	\$ 1,908	\$ 95	\$ 1,813	-
Employment Clearance Fees	\$ 954	\$ 48	\$ 906	-
Equipment Lease & Maintenance	\$ 4,028	\$ 201	\$ 3,827	-
General Operating Total:	\$ 16,960	\$ 846	\$ 16,114	\$ -
Local Travel	\$ 801	\$ 41	\$ 760	
Staff Travel Total:	\$ 801	\$ 41	\$ 760	\$ -
Other (provide detail):	\$ -			
Food for clients	\$ 27,000	\$ -	\$ 9,351	17,649
Client Transportation	\$ 400	\$ -	\$ -	400
Other Total:	\$ 27,400	\$ -	\$ 9,351	\$ 18,049
	\$ -			
TOTAL OPERATING EXPENSE	\$ 129,402	\$ 1,038	\$ 92,715	\$ 35,649

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

Legal Entity Name (MH)/Contractor Name (SA) <u>Baker Places Inc.</u>		Appendix #	B-3
Provider Name <u>Grove Street House</u>		Page #	1
Provider Number <u>8978</u>		Fiscal Year	2021-2022
		Funding Notification Date	01/11/22
Program Name	Grove Street House	FY21-22 Grove Street House is closed. This allocation has been approved by SOC. <input type="checkbox"/>	
Program Code	89781		
Mode/SFC (MH) or Modality (SA)	N/A		
Service Description	N/A		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/21-6/30/22		TOTAL
FUNDING USES			
Salaries & Employee Benefits	\$ 86,328		\$ 86,328
Operating Expenses	\$ 108,390		\$ 108,390
Subtotal Direct Expenses	\$ 194,718		\$ 194,718
Indirect Expenses	\$ 29,208		\$ 29,208
TOTAL FUNDING USES	\$ 223,926		\$ 223,926
BHS MENTAL HEALTH FUNDING SOURCE	Dept-Auth-Proj-Activity	15%	15%
MH COUNTY Adult - General Fund	251984-10000-10001792-0001	\$ 223,926	\$ 223,926
MH COUNTY Adult - General Fund	251984-10000-10001792-0001	\$ -	\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 223,926	\$ 223,926
TOTAL DPH FUNDING SOURCES		\$ 223,926	\$ 223,926
FUNDING SOURCES (DPH AND NON-DPH)		\$ 223,926	\$ 223,926
BHS UNITS OF SERVICE AND UNIT COST			
Payment Method	Cost Reimbursement (CR)		
DPH Units of Service	12		
Unit Type	Month		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 18,661		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 18,661		
Published Rate (Medi-Cal Providers Only)	N/A		Total UDC
Unduplicated Clients (UDC)	0		0

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Grove Street House
 Program Code: 89781, 8978OP

Appendix #: B-3
 Page #: 2
 Fiscal Year: 2021-2022
 Funding Notification Date: 01/11/22

Please note: FY21-22 Grove Street House is closed. This allocation has been approved by SOC. □	TOTAL		251984-10000-10001792-0001		MCO General Fund			
	Term (mm/dd/yy-mm/dd/yy): 07/01/21-6/30/22		07/01/21-6/30/22		07/01/21-6/30/22		07/01/21-6/30/22	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Facilities EVP	0.20	\$ 37,000	0.20	\$ 37,000				
Facilities VP	0.20	\$ 28,400	0.20	\$ 28,400				
Totals:	0.40	\$ 65,400	0.40	\$ 65,400	-	\$ -	-	\$ -

Employee Fringe Benefits:	32.0%	\$ 20,928	32%	\$ 20,928	#DIV/0!	\$ (0)	-	
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TOTAL SALARIES & BENEFITS		\$ 86,328		\$ 86,328		\$ -		-
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Appendix B - DPH 4: Operating Expenses Detail

Program Name: Grove Street House
 Program Code: 89781, 8978OP

Appendix #: B-3
 Page #: 3
 Fiscal Year: 2021-2022
 Funding Notification Date: 1/11/2022

Please note: FY21-22 Grove Street House is closed. This allocation has been approved by :

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001		
Term (mm/dd/yy-mm/dd/yy):	07/01/21-6/30/22	07/01/21-6/30/22		
Rent	\$ -	\$ -	\$ -	\$ -
Utilities(telephone, electricity, water, gas)	\$ 26,180	\$ 26,180		
Building Repair/Maintenance	\$ -	\$ -	\$ -	\$ -
Occupancy Total:	\$ 26,180	\$ 26,180	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -
Photocopying	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -
Household Supplies	\$ 1,000	\$ 1,000	\$ -	\$ -
Household furniture and equipment - no single item's costs exceeded \$4,999.	\$ 44,000	\$ 44,000		
Medical Clearance/Supplies	\$ -	\$ -	\$ -	\$ -
Materials & Supplies Total:	\$ 45,000	\$ 45,000	\$ -	\$ -
Training/Staff Development	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 6,500	\$ 6,500	\$ -	\$ -
Professional License	\$ -	\$ -	\$ -	\$ -
Security Services	\$ 1,500	\$ 1,500		
Advertising Expenses	\$ -	\$ -	\$ -	\$ -
Employment Clearance Fees	\$ -	\$ -	\$ -	\$ -
Household Supplies	\$ -	\$ -		
Household furniture and equipment - no single item's costs exceeded \$4,999.	\$ -	\$ -		
Equipment Lease & Maintenance	\$ 2,800	\$ 2,800	\$ -	\$ -
General Operating Total:	\$ 10,800	\$ 10,800	\$ -	\$ -
Local Travel	\$ -	\$ -	\$ -	\$ -
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -
Class A Networks, LLC - Computer Services (~3.04hrs/mo.x \$115.00/hr. x 12mo.)	\$ 4,200	\$ 4,200	\$ -	\$ -
Interim CFO and facilities director @180/hr 72hrs total per contract year (6hrs/mo. X \$180/hr x 12 mons.)	\$ 12,960	\$ 12,960		
Interim COO and facilities coordinator @185/hr 50hrs total per contract year (~4.17hrs/mon.x \$185/hr x 12 mons.)	\$ 9,250	\$ 9,250	\$ -	\$ -
Consultant/Subcontractor Total:	\$ 26,410	\$ 26,410	\$ -	\$ -
Other (provide detail):				
Client Food	\$ -	\$ -	\$ -	\$ -
Client Transportation	\$ -	\$ -	\$ -	\$ -
Other Total:	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 108,390	\$ 108,390	\$ -	\$ -

Legal Entity Name (MH)/Contractor Name (SA) Baker Places Inc.		Appendix #		B-4a
Provider Name Baker Street House		Page #		1
Provider Number 3839		Fiscal Year		2021-2022
		Funding Notification Date		01/11/22
Program Name	Baker Street House	Baker Street House	Baker Street House	
Program Code	38391	38391	38391	
Mode/SFC (MH) or Modality (SA)	05/65-79	60/40-49		
Service Description	24-Hr Adult Residential	SS-Life Support-Bd&Care		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/21-6/30/22	07/01/21-6/30/22		TOTAL
FUNDING USES				
Salaries & Employee Benefits	\$ 687,444	\$ -		\$ 687,444
Operating Expenses	\$ 98,424	\$ 242,756		\$ 341,180
Subtotal Direct Expenses	\$ 785,868	\$ 242,756	\$ -	\$ 1,028,624
Indirect Expenses	\$ 117,880	\$ 36,414	\$ -	\$ 154,294
TOTAL FUNDING USES	\$ 903,748	\$ 279,170	\$ -	\$ 1,182,918
BHS MENTAL HEALTH FUNDING SOURCE	Dept-Auth-Proj-Activity	15%	15%	15%
				-
MH FED SDMC FFP (50%) Adult	251984-10000-10001792-0001	\$ 329,438		\$ 329,438
MH STATE Adult 1991 MH Realignment	251984-10000-10001792-0001	\$ 294,300		\$ 294,300
MH COUNTY Adult - General Fund	251984-10000-10001792-0001	\$ 277,367	\$ 247,170	\$ 524,537
MCO General Fund	251984-10000-10001792-0001	\$ 2,643	\$ -	\$ 2,643
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 903,748	\$ 247,170	\$ -
TOTAL DPH FUNDING SOURCES		\$ 903,748	\$ 247,170	\$ -
NON-DPH FUNDING SOURCES				
NON-DPH - Patient/Client Fees			\$ 32,000	\$ 32,000
				\$ -
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ 32,000	\$ -
FUNDING SOURCES (DPH AND NON-DPH)		\$ 903,748	\$ 279,170	\$ -
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)	16	16		
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
DPH Units of Service	4,438	4,438		
Unit Type	Client Day	Client Full Day		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 203.64	\$ 55.69		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 203.64	\$ 62.90		
Published Rate (Medi-Cal Providers Only)	\$ 240.00	N/A		Total UDC
Unduplicated Clients (UDC)	74	74		74

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Baker Street House
 Program Code: 38391, 3839DT

Appendix #: B-4a
 Page #: 2
 Fiscal Year: 2021-2022
 Funding Notificati: 01/11/22

	TOTAL		251984-10000-10001792-0001		MCO General Fund	
Term (mm/dd/yy-mm/dd/yy):	07/01/21-6/30/22		07/01/21-6/30/22		07/01/21-6/30/22	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	1.00	\$ 77,506	1.00	\$ 77,506		
Assistant Program Director	0.50	\$ 28,107	0.50	\$ 28,107		
Director of Intake & Placement	0.25	\$ 17,370	0.25	\$ 17,370		
Residential Counselors	8.00	\$ 374,215	8.00	\$ 374,215		
Relief Staff	0.70	\$ 26,356	0.68	\$ 24,738	0.02	\$ 1,618
Facilities Manager	0.09	\$ 8,734	0.09	\$ 8,734		
Licensed Clinician	0.06	\$ 4,778	0.06	\$ 4,778		
Totals:	11.05	\$ 537,066	11.03	\$ 535,448	0.02	\$ 1,618

Employee Fringe Benefits:	28%	\$ 150,378	28%	\$ 149,925	28%	\$ 453
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TOTAL SALARIES & BENEFITS		\$ 687,444		\$ 685,373		\$ 2,071
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Appendix B - DPH 4: Operating Expenses Detail

Program Name: Baker Street House
 Program Code: 38391, 3839DT

Appendix #: B-4a
 Page #: 3
 Fiscal Year: 2021-2022
 Funding Notification Date: 01/11/22

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	SS-Life Support-Bd&Care	Client Fee
Term (mm/dd/yy-mm/dd/yy):	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22
Rent	\$ 166,000	\$ 51,244	\$ 114,756	\$ -
Utilities(telephone, electricity, water, gas)	\$ 65,000	\$ -	\$ 65,000	\$ -
Building Repair/Maintenance	\$ 12,000	\$ 12,000	\$ -	\$ -
Occupancy Total:	\$ 243,000	\$ 63,244	\$ 179,756	\$ -
Office Supplies	\$ 6,000	\$ 2,000	\$ 4,000	\$ -
Photocopying	\$ 105	\$ 105	\$ -	\$ -
Program Supplies	\$ 3,000	\$ 3,000	\$ -	\$ -
Household Supplies	\$ 12,000	\$ -	\$ 12,000	\$ -
Medical Clearance/Supplies	\$ 1,000	\$ 1,000	\$ -	\$ -
Materials & Supplies Total:	\$ 22,105	\$ 6,105	\$ 16,000	\$ -
Training/Staff Development	\$ 1,200	\$ 1,200	\$ -	\$ -
Insurance	\$ 11,425	\$ 11,425	\$ -	\$ -
Professional License	\$ 900	\$ 900	\$ -	\$ -
Advertising Expenses	\$ 2,900	\$ 2,900	\$ -	\$ -
Employment Clearance Fees	\$ 850	\$ 850	\$ -	\$ -
Equipment Lease & Maintenance	\$ 2,300	\$ 2,300	\$ -	\$ -
General Operating Total:	\$ 19,575	\$ 19,575	\$ -	\$ -
Local Travel	\$ 1,188	\$ 1,188	\$ -	\$ -
Staff Travel Total:	\$ 1,188	\$ 1,188	\$ -	\$ -
Class A Networks, LLC, Contractor, Computer Services (2.40hrs/mo.x \$115.00/hr. x 12 mo.)	\$ 3,312	\$ 3,312	\$ -	\$ -
Consultant/Subcontractor Total:	\$ 3,312	\$ 3,312	\$ -	\$ -
Other (provide detail):	\$ -			
Client Food	\$ 42,826		\$ 15,000	\$ 27,826
Client Transportation	\$ 9,174	\$ 5,000	\$ 4,174	
Other Total:	\$ 52,000	\$ 5,000	\$ 19,174	\$ 27,826
	\$ -			
TOTAL OPERATING EXPENSE	\$ 341,180	\$ 98,424	\$ 214,930	\$ 27,826

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

Legal Entity Name (MH)/Contractor Name (SA) <u>Baker Places Inc.</u>			Appendix #	B-4b
Provider Name <u>Robertson Place</u>			Page #	1
Provider Number <u>3885</u>			Fiscal Year	2021-2022
			Funding Notification Date	01/11/22
Program Name	Robertson Place	Robertson Place	Place	
Program Code	38851	38851	38851	
Mode/SFC (MH) or Modality (SA)	05/65-79	60/40-49		
Service Description	24-Hr Adult Residential	SS-Life Support-Bd&Care		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/21-6/30/22	07/01/21-6/30/22		TOTAL
FUNDING USES				
Salaries & Employee Benefits	\$ 764,567	\$ -		\$ 764,567
Operating Expenses	\$ 53,107	\$ 79,695		\$ 132,802
Subtotal Direct Expenses	\$ 817,674	\$ 79,695	\$ -	\$ 897,369
Indirect Expenses	\$ 122,651	\$ 11,954	\$ -	\$ 134,605
TOTAL FUNDING USES	\$ 940,325	\$ 91,649	\$ -	\$ 1,031,974
BHS MENTAL HEALTH FUNDING SOURCE	Dept-Auth-Proj-Activity	15%	15%	15%
MH FED SDMC FFP (50%) Adult	251984-10000-10001792-0001	\$ 249,954		\$ 249,954
MH STATE Adult 1991 MH Realignment	251984-10000-10001792-0001	\$ 248,510		\$ 248,510
MH COUNTY Adult - General Fund	251984-10000-10001792-0001	\$ 439,218	\$ 54,649	\$ 493,867
MCO General Fund	251984-10000-10001792-0001	\$ 2,643		\$ 2,643
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 940,325	\$ 54,649	\$ -
TOTAL DPH FUNDING SOURCES		\$ 940,325	\$ 54,649	\$ -
NON-DPH FUNDING SOURCES				
NON-DPH - Patient/Client Fees			\$ 37,000	\$ 37,000
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ 37,000	\$ -
FUNDING SOURCES (DPH AND NON-DPH)		\$ 940,325	\$ 91,649	\$ -
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)		12	12	
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service		4,022	4,022	
Unit Type		Client Day	Client Full Day	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 233.80	\$ 13.59	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 233.80	\$ 22.79	\$ -
Published Rate (Medi-Cal Providers Only)		\$ 282.00	N/A	
Unduplicated Clients (UDC)		96	96	Total UDC 96

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Robertson Place
 Program Code: 38851, 3885DT

Appendix #: B-4b
 Page #: 2
 Fiscal Year: 2021-2022
 Funding Notification Date: 1/11/2022

	TOTAL		251984-10000-10001792-0001		MCO General Fund	
Term (mm/dd/yy-mm/dd/yy):	07/01/21-6/30/22		07/01/21-6/30/22		07/01/21-6/30/22	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	1.00	\$ 76,950	1.00	\$ 76,950	-	\$ -
Dir of MH and SU Disorder Programs	0.13	\$ 18,525	0.13	\$ 18,525	-	\$ -
Assistant Program Director	1.00	\$ 65,957	1.00	\$ 65,957	-	\$ -
Residential Counselors	7.50	\$ 357,523	7.50	\$ 357,523	-	\$ -
Intake Coordinator	0.25	\$ 17,378	0.25	\$ 17,378	-	\$ -
Relief Staff	0.60	\$ 21,973	0.59	\$ 20,355	0.01	\$ 1,618
Facility Manager	0.18	\$ 17,474	0.18	\$ 17,474	-	\$ -
Receptionist/Clerk	0.20	\$ 16,759	0.20	\$ 16,759	-	\$ -
Licensed Clinician	0.06	\$ 4,779	0.06	\$ 4,779	-	\$ -
Totals:	10.92	\$ 597,318	10.91	\$ 595,700	0.01	\$ 1,618

Employee Fringe Benefits:	28.0%	\$ 167,249	28.0%	\$ 166,796	28.0%	\$ 453
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TOTAL SALARIES & BENEFITS	\$ 764,567	\$ 762,496	\$ 2,071
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Appendix B - DPH 4: Operating Expenses Detail

Program Name: Robertson Place
 Program Code: 38851, 3885DT

Appendix #: B-4b
 Page #: 3
 Fiscal Year: 2021-2022
 Funding Notification Date: 01/11/22

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	SS-Life Support-Bd&Care	Client Fee
Term (mm/dd/yy-mm/dd/yy):	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22
Utilities(telephone, electricity, water, gas)	\$ 36,000	\$ -	\$ 36,000	\$ -
Building Repair/Maintenance	\$ 22,000	\$ 22,000	\$ -	\$ -
Occupancy Total:	\$ 58,000	\$ 22,000	\$ 36,000	\$ -
Office Supplies	\$ 6,000	\$ 1,500	\$ 4,500	\$ -
Photocopying	\$ 100	\$ 100	\$ -	\$ -
Program Supplies	\$ 5,021	\$ 4,000	\$ 1,021	\$ -
Household Supplies	\$ 9,434	\$ -	\$ 6,000	\$ 3,434
Medical Clearance/Supplies	\$ 500	\$ 500	\$ -	\$ -
Materials & Supplies Total:	\$ 21,055	\$ 6,100	\$ 11,521	\$ 3,434
Training/Staff Development	\$ 1,500	\$ 1,500	\$ -	\$ -
Insurance	\$ 9,000	\$ 9,000	\$ -	\$ -
Professional License	\$ 2,000	\$ 2,000	\$ -	\$ -
Advertising Expenses	\$ 2,000	\$ 2,000	\$ -	\$ -
Employment Clearance Fees	\$ 607	\$ 607	\$ -	\$ -
Equipment Lease & Maintenance	\$ 3,843	\$ 3,843	\$ -	\$ -
General Operating Total:	\$ 18,950	\$ 18,950	\$ -	\$ -
Local Travel	\$ 1,300	\$ 1,300	\$ -	\$ -
Staff Travel Total:	\$ 1,300	\$ 1,300	\$ -	\$ -
	\$ -	\$ -		\$ -
Class A Networks, LLC, Contractor, Computer Services (~2.65hrs/mo.x \$115.00/hr. x 12 mo.)	\$ 3,657	\$ 3,657	\$ -	\$ -
Consultant/Subcontractor Total:	\$ 3,657	\$ 3,657	\$ -	\$ -
Other (provide detail):	\$ -			
Client Food	\$ 28,174			\$ 28,174
Client Transportation	\$ 1,666	\$ 1,100	\$ -	\$ 566
Other Total:	\$ 29,840	\$ 1,100	\$ -	\$ 28,740
TOTAL OPERATING EXPENSE	\$ 132,802	\$ 53,107	\$ 47,521	\$ 32,174

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

Legal Entity Name (MH)/Contractor Name (SA) Baker Places Inc.		Appendix #		B-4c
Provider Name Jo Ruffin Place		Page #		1
Provider Number 8991		Fiscal Year		2019-20
		Funding Notification Date		01/11/22
Program Name	Jo Ruffin Place	Jo Ruffin Place	Jo Ruffin Place	
Program Code	89911	89911	89911	
Mode/SFC (MH) or Modality (SA)	05/65-79	60/40-49		
Service Description	24-Hr Adult Residential	SS-Life Support-Bd&Care		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/21-6/30/22	07/01/21-6/30/22		TOTAL
FUNDING USES				
Salaries & Employee Benefits	\$ 937,514	\$ -		\$ 937,514
Operating Expenses	\$ 51,631	\$ 130,000		\$ 181,631
Subtotal Direct Expenses	\$ 989,145	\$ 130,000	\$ -	\$ 1,119,145
Indirect Expenses	\$ 148,372	\$ 19,500	\$ -	\$ 167,872
TOTAL FUNDING USES	\$ 1,137,517	\$ 149,500	\$ -	\$ 1,287,017
BHS MENTAL HEALTH FUNDING SOURCE	Dept-Auth-Proj-Activity	15%	15%	15%
				-
MH FED SDMC FFP (50%) Adult	251984-10000-10001792-0001	\$ 378,070		\$ 378,070
MH STATE Adult 1991 MH Realignment	251984-10000-10001792-0001	\$ 320,926		\$ 320,926
MH COUNTY Adult - General Fund	251984-10000-10001792-0001	\$ 436,256	\$ 104,500	\$ 540,756
MCO General Fund	251984-10000-10001792-0001	\$ 2,265		\$ 2,265
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 1,137,517	\$ 104,500	\$ - \$ 1,242,017
TOTAL DPH FUNDING SOURCES		\$ 1,137,517	\$ 104,500	\$ - \$ 1,242,017
NON-DPH FUNDING SOURCES				
NON-DPH - Patient/Client Fees			\$ 45,000	\$ 45,000
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ 45,000	\$ - \$ 45,000
FUNDING SOURCES (DPH AND NON-DPH)		\$ 1,137,517	\$ 149,500	\$ - \$ 1,287,017
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)		16	16	
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
DPH Units of Service	4,673	4,673		
Unit Type	Client Day	Client Full Day		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 243.42	\$ 22.36		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 243.42	\$ 31.99		
Published Rate (Medi-Cal Providers Only)	\$ 291.81	N/A		Total UDC
Unduplicated Clients (UDC)	100	100		100

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Jo Ruffin Place
 Program Code: 89911, 89912

Appendix #: B-4c
 Page #: 2
 Fiscal Year: 2021-2022
 Funding Notification Date: 01/11/22

	TOTAL		251984-10000-10001792-0001		MCO General Fund			
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Term (mm/dd/yy-mm/dd/yy):	07/01/21-6/30/22		07/01/21-6/30/22					
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Clinical/Division Director	0.12	20,288	0.12	20,288				
Dir of MH and SU Disorder Programs	0.14	18,525	0.14	18,525				
Program Director	1.00	79,706	1.00	79,706				
Assistant Program Managers	1.00	66,291	1.00	66,291				
Residential Counselors	9.50	455,969	9.50	455,969				
Intake Coordinator	0.33	18,070	0.33	18,070				
Director of Intake& Placement	0.25	17,378	0.25	17,378				
Relief Staff	0.60	21,973	0.58	20,587	0.02	\$ 1,386.00		
Facility Manager	0.18	17,474	0.18	17,474				
Claims Supervisor	0.20	16,759	0.20	16,759				
Totals:	13.32	732,433	13.30	731,047	0.02	\$ 1,386.00	0.00	\$ -

Employee Fringe Benefits:	28.0%	205,081	28.0%	204,692	28.0%	\$ 388.00	0.00%	
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TOTAL SALARIES & BENEFITS		937,514		935,739		\$ 1,774.00		\$ -
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Appendix B - DPH 4: Operating Expenses Detail

Program Name: Jo Ruffin Place
 Program Code: 89911, 89912

Appendix #: B-4c
 Page #: 3
 Fiscal Year: 2021-2022
 Funding Notification Date: 01/11/22

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	SS-Life Support-Bd&Care	Client Fees
Term (mm/dd/yy-mm/dd/yy):	<i>7/1/21-6/30/22</i>	<i>7/1/21-6/30/22</i>	<i>7/1/21-6/30/22</i>	<i>7/1/21-6/30/22</i>
Rent	\$ 15,000	\$ -	\$ 15,000	\$ -
Utilities(telephone, electricity, water, gas)	\$ 47,000	\$ -	\$ 47,000	\$ -
Building Repair/Maintenance	\$ 13,200	\$ 7,200	\$ 6,000	\$ -
Occupancy Total:	\$ 75,200	\$ 7,200	\$ 68,000	\$ -
Office Supplies	\$ 2,700	\$ 2,700	\$ -	\$ -
Photocopying	\$ 131	\$ 131	\$ -	\$ -
Program Supplies	\$ 8,000	\$ 6,000	\$ 2,000	\$ -
Household Supplies	\$ 16,630	\$ -	\$ 15,000	\$ 1,630
Medical Clearance/Supplies	\$ 7,870	\$ 2,000	\$ 5,870	\$ -
Materials & Supplies Total:	\$ 35,331	\$ 10,831	\$ 22,870	\$ 1,630
Training/Staff Development	\$ 2,500	\$ 2,500	\$ -	\$ -
Insurance	\$ 10,000	\$ 10,000	\$ -	\$ -
Professional License	\$ 1,800	\$ 1,800	\$ -	\$ -
Employment Clearance Fee	\$ 1,500	\$ 1,500	\$ -	\$ -
Advertising Expenses	\$ 3,360	\$ 3,360	\$ -	\$ -
Equipment Lease & Maintenance	\$ 2,600	\$ 2,600	\$ -	\$ -
General Operating Total:	\$ 21,760	\$ 21,760	\$ -	\$ -
Local Travel	\$ 1,200	\$ 1,200	\$ -	\$ -
Staff Travel Total:	\$ 1,200	\$ 1,200	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Class A Networks, LLC - Computer Services (~3.0hrs/mo.x \$115.00/hr. x 12mo.)	\$ 4,140	\$ 4,140	\$ -	\$ -
Consultant/Subcontractor Total:	\$ 4,140	\$ 4,140	\$ -	\$ -
Other (provide detail):	\$ -	\$ -	\$ -	\$ -
Client Food	\$ 36,000	\$ -	\$ -	\$ 36,000
Client Transportation	\$ 8,000	\$ 6,500	\$ -	\$ 1,500
Other Total:	\$ 44,000	\$ 6,500	\$ -	\$ 37,500
TOTAL OPERATING EXPENSE	\$ 181,631	\$ 51,631	\$ 90,870	\$ 39,130

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

Legal Entity Name (MH)/Contractor Name (SA) Baker Places Inc.		Appendix #			B-4d
Provider Name San Jose Place		Page #			1
Provider Number 38BS		Fiscal Year			2021-2022
		Funding Notification Date			01/11/22
Program Name	San Jose Place	San Jose Place	San Jose Place		
Program Code	38BS1	38BS1	38BS1		
Mode/SFC (MH) or Modality (SA)	05/65-79	60/40-49			
Service Description	24-Hr Adult Residential	SS-Life Support-Bd&Care	Client Fee		
Funding Term (mm/dd/yy - mm/dd/yy)	07/01/21-6/30/22	7/1/21-6/30/22			TOTAL
FUNDING USES					
Salaries & Employee Benefits	782,365	-			782,365
Operating Expenses	65,462	80,054	28,696		174,212
Subtotal Direct Expenses	847,827	80,054	28,696		956,577
Indirect Expenses	127,174	12,008	4,304		143,486
TOTAL FUNDING USES	975,001	92,062	33,000		1,100,063
BHS MENTAL HEALTH FUNDING SOURCE	Dept-Auth-Proj-Activity	15%	15%	15%	15%
MH FED SDMC FFP (50%) Adult	251984-10000-10001792-0001	241,404			241,404
MH STATE Adult 1991 MH Realignment	251984-10000-10001792-0001	244,894			244,894
MH COUNTY Adult - General Fund	251984-10000-10001792-0001	477,755	92,062		569,817
MCO General Fund	251984-10000-10001792-0001	10,949			10,949
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		975,002	92,062	-	1,067,064
TOTAL DPH FUNDING SOURCES		975,002	92,062	-	1,067,064
NON-DPH FUNDING SOURCES					
NON-DPH - Patient/Client Fees				33,000	33,000
TOTAL NON-DPH FUNDING SOURCES		-	-	33,000	33,000
FUNDING SOURCES (DPH AND NON-DPH)		975,002	92,062	33,000	1,100,064
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)		11	11		
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)		
DPH Units of Service		3,657	3,657		
Unit Type		Client Day	Client Full Day		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 266.61	\$ 25.17		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 266.61	\$ 25.17		
Published Rate (Medi-Cal Providers Only)		\$ 280.97	N/A		Total UDC
Unduplicated Clients (UDC)		90	90		90

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: San Jose Place
 Program Code: 38BS1, 38BS2

Appendix #: B-4d
 Page #: 2
 Fiscal Year: 2021-2022
 Funding Notification Date: 01/11/22

	TOTAL		251984-10000-10001792-0001		MCO General Fund	
Term (mm/dd/yy-mm/dd/yy):	07/01/21-6/30/22		07/01/21-6/30/22			
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries
Clinical/Division Director	0.15	25,360	0.15	25,360	-	\$ -
Program Managers	1.00	74,193	1.00	74,193	-	\$ -
Dir of MH and SU Disorder Programs	0.14	18,525	0.14	18,525	-	\$ -
Licensed Clinician	0.13	9,559	0.13	9,559	-	\$ -
Residential Counselors	7.00	330,082	7.00	330,082	-	\$ -
Intake Coordinator	0.33	18,070	0.33	18,070	-	\$ -
Relief Staff	2.70	101,201	2.69	94,500	0.01	\$ 6,701.00
Facility Manager	0.18	17,474	0.18	17,474	-	\$ -
Claims Supervisor	0.20	16,759	0.20	16,759	-	\$ -
Totals:	11.83	611,223	11.82	604,522	-	\$ 6,701.00

Employee Fringe Benefits:	28.0%	171,142	28.0%	169,265	28.0%	\$ 1,876.00
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TOTAL SALARIES & BENEFITS		782,365		773,787		\$ 8,577.00
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Appendix B - DPH 4: Operating Expenses Detail

Program Name: San Jose Place
 Program Code: 38BS1, 38BS2

Appendix #: B-4d
 Page #: 3
 Fiscal Year: 2021-2022
 Funding Notification Date: 01/11/22

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	SS-Life Support-Bd&Care	Client Fees
Term (mm/dd/yy-mm/dd/yy):	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22
Rent	\$ 20,500	\$ 6,500	\$ 14,000	\$ -
Utilities(telephone, electricity, water, gas)	\$ 45,000	\$ -	\$ 45,000	\$ -
Building Repair/Maintenance	\$ 30,000	\$ 24,250	\$ 5,750	\$ -
Occupancy Total:	\$ 95,500	\$ 30,750	\$ 64,750	\$ -
Office Supplies	\$ 4,000	\$ 4,000	\$ -	\$ -
Photocopying	\$ 300	\$ 300	\$ -	\$ -
Program Supplies	\$ 4,250	\$ 4,250	\$ -	\$ -
Household Supplies	\$ 11,000	\$ -	\$ 11,000	\$ -
Medical Clearance/Supplies	\$ 5,304	\$ 1,000	\$ 4,304	\$ -
Materials & Supplies Total:	\$ 24,854	\$ 9,550	\$ 15,304	\$ -
Training/Staff Development	\$ 2,000	\$ 2,000	\$ -	\$ -
Insurance	\$ 8,000	\$ 8,000	\$ -	\$ -
Professional License	\$ 2,000	\$ 2,000	\$ -	\$ -
Advertising Expenses	\$ 2,843	\$ 2,843	\$ -	\$ -
Employment Clearance Fee	\$ 1,000	\$ 1,000	\$ -	\$ -
Equipment Lease & Maintenance	\$ 3,500	\$ 3,500	\$ -	\$ -
General Operating Total:	\$ 19,343	\$ 19,343	\$ -	\$ -
Local Travel	\$ 1,662	\$ 1,662	\$ -	\$ -
Staff Travel Total:	\$ 1,662	\$ 1,662	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Class A Networks, LLC, Contractor, Computer Services (~2.65 hrs/mo.x \$115.00/hr. x 12 mo.)	\$ 3,657	\$ 3,657	\$ -	\$ -
Consultant/Subcontractor Total:	\$ 3,657	\$ 3,657	\$ -	\$ -
Other (provide detail):	\$ -	\$ -	\$ -	\$ -
Client Food (90 clients x 12 months x 28.52/mo.)	\$ 25,696	\$ -	\$ -	\$ 25,696
Client Transportation (90 clients x 12 months x \$3.24/mo.)	\$ 3,500	\$ 500	\$ -	\$ 3,000
Other Total:	\$ 29,196	\$ 500	\$ -	\$ 28,696
	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 174,212	\$ 65,462	\$ 80,054	\$ 28,696.00

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

DHCS Legal Entity Number <u>00339</u>		Appendix #		B-5
Provider Name <u>Baker Places Inc.</u>		Page #		1
Provider Number <u>383875</u>		Fiscal Year		2021-2022
Funding Notification Date			01/11/22	
Program Name	Acceptance Place			
Program Code	38752			
Mode/SFC (MH) or Modality (SA)	Res-51			
Service Description	SA-Res Recov Long Term (over 30 days)			
Funding Term (mm/dd/yy - mm/dd/yy)	7/1/21-6/30/22			TOTAL
FUNDING USES				
Salaries	\$ 418,123		\$ 418,123	
Employee Benefits	\$ 117,074		\$ 117,074	
Operating Expenses	\$ 149,007	\$ 27,826	\$ 176,833	
Subtotal Direct Expenses	\$ 684,204	\$ 27,826	\$ 712,030	
Indirect Expenses	\$ 102,631	\$ 4,174	\$ 106,805	
TOTAL FUNDING USES	\$ 786,835	\$ 32,000	\$ 818,835	
BHS SUBSTANCE ABUSE FUNDING SOURCE	Dept-Auth-Proj-Activity	15%	15%	15%
SA COUNTY - General Fund	240646-10000-10001681-0003	\$ 781,968	\$ 781,968	
MCO General Fund	240646-10000-10001681-0003	\$ 4,867	\$ 4,867	
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		\$ 786,835	\$ 786,835	
TOTAL DPH FUNDING SOURCES		\$ 786,835	\$ -	\$ 786,835
NON-DPH FUNDING SOURCES				
NON-DPH - Patient/Client Fees			\$ 32,000	\$ 32,000
			\$ -	\$ -
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ 32,000	\$ 32,000
AL FUNDING SOURCES (DPH AND NON-DPH)		\$ 786,835	\$ 32,000	\$ 818,835
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased		10		
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service		3,293	Inclusive	
Unit Type		Bed Days	Inclusive	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 238.93	Inclusive	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 238.93	Inclusive	
Published Rate (Medi-Cal Providers Only)		\$ 280.00	Inclusive	Total UDC
Unduplicated Clients (UDC)		60	Inclusive	60

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Acceptance Place
 Program Code: 38752

Appendix #: B-5
 Page #: 2
 Fiscal Year: 2021-2022
 Funding Notification Date: 01/11/22

	TOTAL		240646-10000-10001681-0003		240646-10000-10001681-0003	
					MCO	
Term:	7/1/21-6/30/22		7/1/21-6/30/22		7/1/21-6/30/22	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Director	1.00	\$ 79,108	1.00	\$ 79,108	0.00	\$ -
Assistant Program Director	1.00	\$ 67,840	1.00	\$ 67,840	0.00	\$ -
S/A Counselors	4.25	\$ 231,863	4.25	\$ 231,863	0.00	\$ -
Relief Staff	1.25	\$ 39,312	1.11	\$ 36,080	0.14	\$ 3,232
Totals:	7.50	\$ 418,123	7.50	\$ 414,891	0.00	\$ 3,232

Employee Fringe Benefits:	28.0%	\$ 117,074	28.0%	\$ 116,169	28.0%	\$ 905
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TOTAL SALARIES & BENEFITS		\$ 535,197		\$ 531,060		\$ 4,137
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Appendix B - DPH 4: Operating Expenses Detail

Program Name: Acceptance Place
 Program Code: 38752

Appendix #: B-5
 Page #: 3
 Fiscal Year: 2021-2022
 Funding Notification Date: 01/11/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003 DPH Funding Sources	Non-DPH Funding Sources
Term (mm/dd/yy-mm/dd/yy):	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22
Rent	\$ 74,000.00	\$ 74,000.00	
Utilities(telephone, electricity, water, gas)	\$ 39,000.00	\$ 39,000.00	
Building Repair/Maintenance	\$ 3,969.00	\$ 3,969.00	
Occupancy Total:	\$ 116,969.00	\$ 116,969.00	
Office Supplies	\$ 2,500.00	\$ 2,500.00	
Photocopying	\$ 212.00	\$ 211.50	
Program Supplies	\$ 2,500.00	\$ 2,500.00	
Household Supplies	\$ 10,740.00	\$ 10,740.00	
Materials & Supplies Total:	\$ 15,952.00	\$ 15,952.00	
Training/Staff Development	\$ 1,500.00	\$ 1,500.00	
Insurance	\$ 7,092.00	\$ 7,092.00	
Professional License	\$ 1,500.00	\$ 1,500.00	
Employment Clearance Fee	\$ 800.00	\$ 800.00	
Equipment Lease & Maintenance	\$ 2,000.00	\$ 2,000.00	
General Operating Total:	\$ 12,892.00	\$ 12,892.00	
Local Travel	\$ 400.00	\$ 400.00	
Staff Travel Total:	\$ 400.00	\$ 400.00	
(add more Consultant/Subcontractor lines as necessary)	\$ -		
Consultant/Subcontractor Total:	\$ -	\$ -	
Other (provide detail):			
Client Food	\$ 29,800.00	\$ 2,794.00	\$ 27,006.00
Client Transportation	\$ 820.00	\$ -	\$ 820.00
Other Total:	\$ 30,620.00	\$ 2,794.00	\$ 27,826.00
TOTAL OPERATING EXPENSE	\$ 176,833.00	\$ 149,007.00	\$ 27,826.00

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

DHCS Legal Entity Number 00339		Appendix Number		B-6
Provider Name Baker Places Inc.		Page Number		1
Provider Number 383844		Fiscal Year		2021-2022
	Room & Board	Funding Notification Date	1/11/22	
Program Name	Joe Healy Medical Detox	Joe Healy Medical Detox		
Program Code	38442	38442		
Mode/SFC (MH) or Modality (SUD)	RES-58	ODS-109		
Service Description	ODS Room and Board, Residential Treatment	ODS Withdrawal Management 3.2		
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/21-6/30/22	7/1/21-6/30/22		
FUNDING USES			TOTAL	
Salaries	\$ 476,873	\$ 1,835,880	\$ 2,312,753	
Employee Benefits	\$ 133,524	\$ 514,046	\$ 647,570	
Operating Expenses	\$ 271,591	\$ 698,301	\$ 969,892	
Subtotal Direct Expenses	\$ 881,988	\$ 3,048,227	\$ 3,930,215	
Indirect Expenses	\$ 132,298	\$ 457,234	\$ 589,532	
TOTAL FUNDING USES	\$ 1,014,286	\$ 3,505,461	\$ 4,519,747	
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity	\$ 0	\$ 0	15%
County GF	240646-10000-10001681-0003	\$ 510,762	\$ 1,414,478	\$ 1,925,240
Federal Drug Medi-Cal FFP, CFDA 93.778	240646-10000-10001681-0003	\$ -	\$ 1,359,139	\$ 1,359,139
State Drug Medi-Cal	240646-10000-10001681-0003		\$ 731,844	\$ 731,844
Federal SAPT Discretionary, CFDA 93.959	240646-10000-10001681-0003	\$ 500,000	\$ -	\$ 500,000
MCO General Fund	240646-10000-10001681-0003	\$ 3,524	\$ -	\$ 3,524
				\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ 1,014,286	\$ 3,505,461	\$ 4,519,747
TOTAL DPH FUNDING SOURCES		\$ 1,014,286	\$ 3,505,461	\$ 4,519,747
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		\$ 1,014,286	\$ 3,505,461	\$ 4,519,747
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased	\$ 28	\$ 28		
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
DPH Units of Service	\$ 11,190	\$ 8,176		
Unit Type	Bed Days	Day		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 91	\$ 429		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 91	\$ 429		
Published Rate (Medi-Cal Providers Only)	\$ 116	\$ 474	Total UDC	
Unduplicated Clients (UDC)	\$ 260	\$ 260	260	

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Joe Healy Medical Detox
 Program Code 38442

Appendix Number B-6
 Page Number 2
 Fiscal Year 2021-2022
 Funding Notification Date 1/11/22

	TOTAL		240646-10000-10001681-0003		240646-10000-10001681-0003		240646-10000-10001681-0003	
			Room and Board		ODS		MCO	
Funding Term	7/1/21-6/30/22		7/1/21-6/30/22		7/1/21-6/30/22		7/1/21-6/30/22	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Chief Clinical Officer	0.25	48,652			0.25	48,652	0.00	-
Assistant Program Director	2.00	133,572	1.00	66,786	1.00	66,786	0.00	-
Medical Director	0.40	97,711	0.00	-	0.40	97,711	0.00	-
Project Director	1.00	98,739	0.40	39,496	0.60	59,243	0.00	-
Sr. Nurse Practioner	0.50	82,288	0.00	-	0.50	82,288	0.00	-
Sr. Intake Nurse Coordinator	1.00	89,448	0.00	-	1.00	89,448	0.00	-
Nursing Manager	1.00	137,138	0.00	-	1.00	137,138	0.00	-
Director of MH & SUD Services	0.30	40,884	0.15	20,442	0.15	20,442	0.00	-
Intake Nurse Coordinator	0.40	26,458	0.00	-	0.40	26,458	0.00	-
S/A Counselors	12.50	587,042	6.25	293,521	6.25	293,521	0.00	-
Nursing Staff	9.00	712,509	0.00	-	9.00	725,965	0.00	-
Facilities Coordinator	0.20	9,910	0.20	9,910	0.00	-	0.00	-
Receptionist/Clerk	1.00	38,518	1.00	38,518	0.00	-	0.00	-
Relief Nursing Staff (no fringe)	2.50	186,507	0.00	-	2.50	186,507	0.00	-
Relief Workers	0.25	9,921	0.21	5,860	0.04	1,721	0.00	2,340
Totals:	32.30	2,299,297	9.21	474,533	23.09	1,835,880	0.00	2,340
Employee Benefits:	28.00%	643,803.00	28.00%	132,869.00	28.00%	514,046.00	28.00%	655
TOTAL SALARIES & BENEFITS		2,943,100		607,402		2,349,926		2,995
				610,397		2,349,926		

Appendix B - DPH 4: Operating Expenses Detail

Program Name Joe Healy Medical Detox
 Program Code 38442

Appendix Number B-6
 Page Number 3
 Fiscal Year 2021-2022
 Funding Notification Date 01/11/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003	240646-10000-10001681-0003
		Room and Board	ODS
Funding Term	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22
Rent	\$ 430,000	\$ 119,784	\$ 310,216
Utilities (telephone, electricity, water, gas)	\$ 112,000	\$ 31,199	\$ 80,801
Building Repair/Maintenance	\$ 71,834	\$ 20,892	\$ 50,942
Occupancy Total:	\$ 613,834	\$ 171,875	\$ 441,959
Office Supplies	\$ 23,000	\$ 6,407	\$ 16,593
Photocopying	\$ 250	\$ 73	\$ 177
Program Supplies	\$ 43,000	\$ 11,978	\$ 31,022
Household Supplies	\$ 38,600	\$ 10,753	\$ 27,847
Computer Hardware/Software	\$ 7,500	\$ 2,181	\$ 5,319
Materials & Supplies Total:	\$ 112,350	\$ 31,392	\$ 80,958
Training/Staff Development	\$ 5,629	\$ 1,568	\$ 4,061
Insurance	\$ 56,000	\$ 15,600	\$ 40,400
Professional License	\$ 7,679	\$ 2,235	\$ 5,444
Advertising Expenses	\$ 6,800	\$ 1,894	\$ 4,906
Employment Clearance Fees	\$ 2,500	\$ 727	\$ 1,773
Equipment Lease & Maintenance	\$ 18,900	\$ 5,497	\$ 13,403
General Operating Total:	\$ 97,508	\$ 27,521	\$ 69,987
Local Travel	\$ 1,500	\$ 436	\$ 1,064
Staff Travel Total:	\$ 1,500	\$ 436	\$ 1,064
	\$ -		
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -
Other (provide detail):	\$ -		
Client Food	\$ 140,000	\$ 38,999	\$ 101,001
Client Education & Community Gathering	\$ 3,200	\$ 931	\$ 2,269
Client Transportation	\$ 1,500	\$ 436	\$ 1,064
Other Total:	\$ 144,700	\$ 40,366	\$ 104,334
	\$ -		
TOTAL OPERATING EXPENSE	\$ 969,892	\$ 271,591	\$ 698,301

Appendix B -DPH 6: Contract-Wide Indirect Detail

Contractor Name: Baker Places Inc.
 Contract #: 1000009940

B: B1-B4 B5-B6 Total
 Fiscal Year: 2021-2022
 FN # and Date: FN#2 1/11/22

1. SALARIES & BENEFITS

Position Title	FTE	MH	SUD	Total
		Amount	Amount	
Human Resources Director	0.75	\$ 55,235	\$ 34,894	\$ 90,129
Controller	0.75	\$ 56,500	\$ 35,694	\$ 92,194
Data/Claims Manager	0.30	\$ 12,556	\$ 7,932	\$ 20,488
Accounting & Payroll Staff	2.61	\$ 121,274	\$ 76,614	\$ 197,888
HR Staff	1.49	\$ 72,706	\$ 45,931	\$ 118,637
Office Manager	0.75	\$ 25,902	\$ 16,363	\$ 42,265
Subtotal:	6.65	\$ 344,173	\$ 217,428	\$ 561,601
Employee Fringe Benefits:	30%	\$ 101,863	\$ 64,351	\$ 166,214
Total Salaries and Benefits:		\$ 446,036	\$ 281,779	\$ 727,815

2. OPERATING COSTS

Expense line item:	MH	SUD	Total
	Amount	Amount	
30 - Legal Fees	\$ 21,850	\$ 13,803	\$ 35,653
40 - Professional Services (financial consultant, web designer, 403B management firm, temporary staffers agencies, management services)	\$ 268,641	\$ 232,886	\$ 501,527
10 - Supplies	\$ 8,245	\$ 5,209	\$ 13,454
30 - Telephone & Telecommunications	\$ 6,642	\$ 4,196	\$ 10,838
40 - Postage, Shipping, Delivery	\$ 1,699	\$ 1,074	\$ 2,773
50 - Mailing Services	\$ 1,260	\$ 796	\$ 2,056
60 - Equipment, Furniture Rental	\$ 3,156	\$ 1,994	\$ 5,150
65 - Equipment Maintenance	\$ 1,603	\$ 1,013	\$ 2,616
70 - Printing & Copying	\$ 1,311	\$ 828	\$ 2,139
80 - Dues, Subscriptions	\$ 2,671	\$ 1,687	\$ 4,358
10 - Rent & Other Occupancy	\$ 142,878	\$ 121,816	\$ 264,694
15 - Facilities Maintenance	\$ 13,466	\$ 8,506	\$ 21,972
20 - Utilities	\$ 14,081	\$ 8,895	\$ 22,976
40 - License/Permit Fees	\$ 1,457	\$ 920	\$ 2,377
20 - Insurance, Non-employee	\$ 3,884	\$ 2,454	\$ 6,338
30 - Membership Dues	\$ 1,214	\$ 767	\$ 1,981
40 - Staff Development, Training	\$ 1,293	\$ 1,809	\$ 3,102
60 - Outside Computer Services	\$ 2,062	\$ 1,302	\$ 3,364
90 - Bank Fees (nominal fees: ADP Payroll fees and client analysis service charges)	\$ 7,283	\$ 4,602	\$ 11,885
Total Operating Costs	\$ 504,696	\$ 414,557	\$ 919,254

Total Indirect Costs (Salaries & Benefits + Operating Costs)	\$ 950,732	\$ 696,336	\$ 1,647,069
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Total Indirect from DPH 1: \$ 950,732 \$ 696,336 \$ 1,647,068

APPENDIX D

Data Access and Sharing Terms

Article 1 Access

1.1 Revision to Scope of Access (RSA):

Any added access may be granted by the City to Agency and each Agency Data User through a Revision to Scope of Access in writing and executed by both parties. Any Revision to Scope of Access shall be considered a part of and incorporated into this Agreement, governed by all its terms, by reference.

1.2 Primary and Alternate Agency Site Administrator.

Before System(s) access is granted, Agency must appoint a primary and alternate Agency Site Administrator responsible for System(s) access tasks, including but not limited to the following:

1.2.1 Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;

1.2.2 Communicating with the SFDPH IT Service Desk;

1.2.3 Providing Agency Data User(s) details to the City;

1.2.4 Ensuring that Agency Data User(s) complete required SFDPH trainings annually;

1.2.5 Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and

1.2.6 Provisioning and deprovisioning Agency Data Users as detailed herein. To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, dph.helpdesk@sfdph.org.

1.3 SFDPH IT Service Desk.

For new provisioning requests, only Agency Site Administrators are authorized to contact the SFDPH IT Service Desk. The City reserves the right to decline any call placed by other than the Agency Site Administrator. Individual Agency Data Users are not authorized to contact the SFDPH IT Service Desk.

1.4 Deprovisioning Schedule.

Agency, through the Agency Site Administrator, has sole responsibility to deprovision Agency Data Users from the System(s) as appropriate on an ongoing basis. Agency must immediately deprovision an Agency Data User upon any event ending that Data User's need to access the System(s), including job duty change and/or termination. Agency remains liable for the conduct of Agency Data Users until deprovisioned. When deprovisioning employees via the SFDPH IT Service Desk, Agency must maintain evidence that the SFDPH IT Service Desk was notified.

1.5 Active Directory.

Agency Data Users will need an SFDPH Active Directory account in order to access each System(s). These Active Directory Accounts will be created as part of the provisioning process.

1.6 Role Based Access.

Each Agency Data User's access to the System(s) will be role-based and access is limited to that necessary for treatment, payment, and health care operations. The City will assign Agency Data User roles upon provisioning and reserves the right to deny, revoke, limit, or modify Agency Data User's access acting in its sole discretion.

1.7 Training Requirements.

Before System(s) access is granted, and annually thereafter, each Agency Data User must complete SFDPH compliance, privacy, and security training. Agency must maintain written records evidencing such annual training for each Agency Data User and provide copies upon request to the City. For questions about how to complete SFDPH's compliance, privacy, and security training, contact Compliance.Privacy@sfdph.org, (855) 729-6040.

Before Agency Data User first access to System(s), system-specific training must be completed. For training information, Agency Site Administrator may contact the SFDPH IT Service Desk,

1.8 Agency Data User Confidentiality Agreement.

Before System(s) access is granted, as part of SFDPH's compliance, privacy, and security training, each Agency Data User must complete SFDPH's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

1.9 Corrective Action.

Agency shall take corrective action, including but not limited to termination and/or suspension of any System(s) access by any Agency Data User who acts in violation of this Agreement and/or applicable regulatory requirements.

1.10 User ID and Password.

Each Agency Data User will be assigned or create a User ID and password. Agency and each Agency Data User shall protect the confidentiality of User IDs and passwords and shall not divulge them to any other person(s). Agency is responsible for the security of the User IDs and passwords issued to or created by Agency Data Users and is liable for any misuse.

1.11 Notification of Compromised Password.

In the event that a password assigned to or created by an Agency Data User is compromised or disclosed to a person other than the Agency Data User, Agency shall upon learning of the compromised password immediately notify the City, at Compliance.Privacy@sfdph.org, (855) 729-6040. Agency is liable for any such misuse. Agency's failure to monitor each Agency Data User's ID and/or password use shall provide grounds for the City to terminate and/or limit Agency's System(s) access.

1.12 Multi Factor Authentication.

Agency and each Agency Data User must use multi-factor authentication as directed by the City to access the System(s).

1.13 Qualified Personnel.

Agency shall allow only qualified personnel under Agency's direct supervision to act as Agency Data Users with access to the System(s).

1.14 Workstation/Laptop encryption.

All workstations and laptops that process and/or store City Data must be encrypted using a current industry standard algorithm. The encryption solution must be full disk unless approved by the SFDPH Information Security Office.

1.15 Server Security.

Servers containing unencrypted City Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

1.16 Removable media devices.

All electronic files that contain City Data must be encrypted using a current industry standard algorithm when stored on any removable media or portable device (i.e. USB thumb drives, CD/DVD, smart devices tapes etc.).

1.17 Antivirus software.

All workstations, laptops and other systems that process and/or store City Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

1.18 Patch Management.

All workstations, laptops and other systems that process and/or store City Data must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

1.19 System Timeout.

The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

1.20 Warning Banners.

All systems containing City Data must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

1.21 Transmission encryption.

All data transmissions of City Data outside the Agency's secure internal network must be encrypted using a current industry standard algorithm. Encryption can be end to end at the network level, or the data files containing City Data can be encrypted. This requirement pertains to any type of City Data in motion such as website access, file transfer, and e-mail.

1.22 No Faxing/Mailing.

City Data may not be faxed or mailed.

1.23 Intrusion Detection.

All systems involved in accessing, holding, transporting, and protecting City Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

of the City.

1.24 Security of PHI.

Agency is solely responsible for maintaining data security policies and procedures, consistent with those of the City that will adequately safeguard the City Data and the System. Upon request, Agency will provide such security policies and procedures to the City. The City may examine annually, or in response to a security or privacy incident, Agency's facilities, computers, privacy and security policies and procedures and related records as may be necessary to be assured that Agency is in compliance with the terms of this Agreement, and as applicable HIPAA, the HITECH Act, and other federal and state privacy and security laws and regulations. Such examination will occur at a mutually acceptable time agreed upon by the parties but no later than ten (10) business days of Agency's receipt of the request.

1.25 Data Security and City Data

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

1.26 Data Privacy and Information Security Program.

Without limiting Agency's obligation of confidentiality as further described herein, Agency shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Agency's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Agency's data privacy and information security program be less stringent than the safeguards and standards recommended by the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Health Information Technology for Economic and Clinical Health Act (HITECH).

1.27 Disaster Recovery.

Agency must establish a documented plan to protect the security of electronic City Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

1.28 Supervision of Data.

City Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an Agency Data User authorized to access the information. City Data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

1.29 As Is Access.

The City provides Agency and each Agency Data User with System(s) access on an "as is" basis with no guarantee as to uptime, accessibility, or usefulness. To the fullest extent permissible by applicable law, the City disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

1.30 No Technical or Administrative Support.

Except as provided herein, the City will provide no technical or administrative support to Agency or Agency Data Users for System(s) access.

1.31 City Audit of Agency and Agency Data Users.

The City acting in its sole discretion may audit Agency and Agency Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such Agency's and/or Agency Data User's access to the System(s) permanently or until the City determines that all irregularities have been satisfactorily cured. Agency and each Agency Data User understands that the City may create and review an audit trail for each Agency Data User, including but not limited to, noting each Agency Data User's ID(s), the patient information accessed, and/or the date accessed. Agency and each Agency Data User understands that any inappropriate access or use of patient information, as determined by the City, may result in the temporary and/or permanent termination of Agency's or such Agency Data User's access to the System(s). Agency remains liable for all inappropriate System(s) access, misuse and/or breach of patient information, whether in electronic or hard-copy form.

1.32 Minimum Necessary.

Agency and each Agency Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Agency and each Agency Data User shall access patient information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

1.33 No Re-Disclosure or Reporting.

Agency may not in any way re-disclose SFDPH Data or otherwise prepare reports, summaries, or any other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval and where such re-disclosure is otherwise permitted or required by law.

1.34 Health Information Exchange.

If Agency is qualified to enroll in a health information exchange, the City encourages Agency to do so in order to facilitate the secure exchange of data between Agency's electronic health record system (EHR) and the City's Epic EHR.

1.35 Subcontracting.

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data

breach in the same manner in which Agency would be so obligated, (2) provide cyber and technology errors and omissions insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

Article 2 Indemnity

2.1 Medical Malpractice Indemnification.

Agency recognizes that the System(s) is a sophisticated tool for use only by trained personnel, and it is not a substitute for competent human intervention and discretionary thinking. Therefore, if providing patient treatment, Agency agrees that it will:

- (a) Read information displayed or transmitted by the System accurately and completely;
- (b) Ensure that Agency Data Users are trained on the use of the System;
- (c) Be responsible for decisions made based on the use of the System;
- (d) Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
- (e) Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;
- (f) Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;
- (g) Use the System only in accordance with applicable standards of good medical practice.

Agency agrees to indemnify, hold harmless and defend City from any claim by or on behalf of any patient, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, regardless of the cause, if such claim in any way arises out of or relates to patient care or outcomes based on Agency's or an Agency Data User's System access.

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

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

3.2 Data Breach; Loss of City Data.

The Agency shall notify City immediately by telephone call plus email upon the discovery of a breach (as herein). For purposes of this Section, breaches and security incidents shall be treated as discovered by Agency as of the first day on which such breach or security incident is known to the Agency, or, by exercising reasonable diligence would have been known to the Agency. Agency shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Agency.

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

- ii. any action pertaining to a breach required by applicable federal and state laws.

3.2.1 Investigation of Breach and Security Incidents: The Agency shall immediately investigate such breach or security incident. As soon as the information is known and shall inform the City of:

- i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and
- iii. a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. a description of the probable and proximate causes of the breach or security incident; and
- v. whether any federal or state laws requiring individual notifications of breaches have been triggered.

3.2.2 Written Report: Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

3.2.3 Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Agency shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
- ii. cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.

3.2.4 Sample Notification to Individuals: If notification to individuals is required, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
- ii. cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

3.3 **Media Communications**

City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Agency to do so.

**Attachment 1 to Appendix D
System Specific Requirements**

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

A. SFDPH Care Link Requirements:

1. Connectivity.

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website galaxy.epic.com. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Compliance with Epic Terms and Conditions.

- a) Agency 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 SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH 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 SFDPH Epic through Epic Hyperspace and Epic Hyperdrive the following terms shall apply:

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

1. Connectivity.

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Epic Hyperspace will change over time. Epic Hyperdrive is a web-based platform that will replace Epic Hyperspace in the future. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all

associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

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

- a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Agency 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 must notify SFDPH, in writing, of Agency's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Agency will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to SFDPH myAvatar through WebConnect and VDI the following terms shall apply:

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Information Technology (IT) Support.

- a. Agency 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. Each user is unique and agrees not to share accounts or passwords.
- c. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- d. Applicants must complete the credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.
- e. Applicants must complete myAvatar Training.
- f. Level of access is based on "Need to Know", job duties and responsibilities.

Appendix J

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

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

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

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

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

DOCUMENTS INCORPORATED BY REFERENCE

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

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

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

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

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

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

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

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

Document 1J(b): DMC Audit Appeals Process

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

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

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

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

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

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

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

Document 2C: Title 22, California Code of Regulations

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

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

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

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

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

Document 2G Drug Medi-Cal Billing Manual

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Document 3S CalOMS Treatment Data Compliance Standards

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

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

Document 5A : Confidentiality Agreement

Drug Medi-Cal organized Delivery System

Program Specifications

Provider Specifications

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

Professional staff shall be licensed, registered, certified, or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Licensed Practitioners of the Healing Arts (LPHA) include:

- i. Physician
- ii. Nurse Practitioners
- iii. Physician Assistants
- iv. Registered Nurses
- v. Registered Pharmacists
- vi. Licensed Clinical Psychologists
- vii. Licensed Clinical Social Worker
- viii. Licensed Professional Clinical Counselor
- ix. Licensed Marriage and Family Therapists
- x. Licensed Eligible Practitioners working under the supervision of Licensed Clinicians

Non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff.

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

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

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

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

Services for Adolescents and Youth

Assessment and services for adolescents will follow the American Society of Addiction Medicine (ASAM) adolescent treatment criteria.

Beneficiaries under the age of 21 are eligible to receive Medicaid services pursuant to the EPSDT mandate. Under the EPSDT mandate, beneficiaries under the age of 21 are eligible to receive all appropriate and medically necessary services needed to correct or ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in the DMC-ODS overrides any EPSDT requirements. Counties are responsible for the provision of medically necessary DMC-ODS services pursuant to the EPSDT mandate. Beneficiaries under age 21 are eligible for DMC-ODS services without a diagnosis from the DSM for Substance-Related and Addictive Disorders.

Level of Care

The ASAM Criteria assessment shall be used for all beneficiaries to determine placement into the appropriate level of care.

For beneficiaries under 21, the ASAM Criteria assessment shall be completed within 60 days of the client's first visit with an LPHA or registered/certified counselor. If a client withdraws from treatment prior completing the ASAM Criteria assessment and later returns, the time period starts over. A full ASAM Criteria assessment shall not be required to begin receiving DMC-ODS services. The ASAM Criteria Assessment does not need to be repeated unless the client's condition changes. ASAM Criteria Assessment is required before a county DMC-ODS plan authorizes a residential treatment level of care.

Organized Delivery System (ODS) Timely Coverage

Non-Discrimination - Member Discrimination Prohibition

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

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

DMC-ODS services shall be available as a Medi-Cal benefit for individuals who meet the medical necessity criteria and reside in this opt-in County. Determination of who may receive the DMCODS benefits shall be performed in accordance with DMC-ODS Special Terms and Conditions (STC) 132(d), Article II.E.4 of this Agreement, and as follows:

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

All beneficiaries shall meet the following medical necessity criteria:

Have at least one diagnosis from the current DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders; OR

Have had at least one diagnosis from the current DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance Related Disorders, prior to being incarcerated or during incarceration, as determined by substance use history.

If the assessment determines a different level of care, the provider shall refer the beneficiary to the appropriate level of care.

Adolescents are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under the age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in the DMC-ODS overrides any EPSDT requirements.

In addition to Article III.B.2.ii, the initial medical necessity determination, for an individual to receive a DMC-ODS benefit, shall be performed by a Medical Director or an LPHA. If a beneficiary's assessment and intake information are completed by a counselor through a face-to-face review or telehealth, the Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information with the counselor to establish whether that beneficiary meets medical necessity criteria. The ASAM Criteria shall be applied to determine placement into the level of assessed services.

For an individual to receive ongoing DMC-ODS services, the Medical Director or LPHA shall reevaluate that individual's medical necessity qualification at least every six months through the reauthorization process and document their determination that those services are still clinically appropriate for that individual. For an individual to receive ongoing Opioid Treatment Program/Narcotic Treatment Program (OTP/NTP) services, the Medical Director or LPHA shall reevaluate that individual's medical necessity qualification within two years from admission and annually thereafter through the reauthorization process and determine that those services are still clinically appropriate for that individual.

Covered Services

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

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

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

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

- a. The prevention, diagnosis, and treatment of health impairments.

- b. The ability to achieve age-appropriate growth and development.
- c. The ability to attain, maintain, or regain functional capacity.

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

General Provisions

Standard Contract Requirements (42 CFR §438.3).

Inspection and audit of records and access to facilities.

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

DMC Certification and Enrollment

1. DHCS certifies eligible providers to participate in the DMC program.
2. Providers of services are required to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contract providers must comply with the following regulations and guidelines:
 - i. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8
 - ii. Title 22, Section 51490.1(a)
 - iii. Exhibit A, Attachment I, Article III.PP – Requirements for Services
 - iv. Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq
 - v. Title 22, Division 3, Chapter 3, sections 51000 et. Seq
3. In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.
4. BHS shall notify Provider Enrollment Division (PED) of an addition or change of information in a providers pending DMC certification application within 35 days of receiving notification from the provider.
5. Contractors are responsible for ensuring that any reduction of covered services or relocations are not implemented until the approval is issued by DHCS. Contracts must notify BHS with an intent to reduce covered services or relocate. BHS has 35 days of receiving notification of a provider's intent to reduce covered services or relocate to submit, or require the provider to submit, a DMC certification application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
6. BHS ensures that a new DMC certification application is submitted to PED reflecting changes of ownership or address.

7. BHS shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within two business days of learning that a subcontractor's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS.
 - a. A provider's certification to participate in the DMC program shall automatically terminate in the event that the provider, or its owners, officers or directors are convicted of Medical fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

Continued Certification

1. All DMC certified providers shall be subject to continuing certification requirements at least once every five years. DHCS may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.
2. DHCS shall conduct unannounced certification and recertification on-site visits at clinics pursuant to WIC 14043.7.

Laboratory Testing Requirements

1. 42 CFR Part 493 sets forth the conditions that all laboratories shall meet to be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). Except as specified in paragraph (2) of this section, a laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:
 - i. Has a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for PPM procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory; or
 - ii. Is CLIA-exempt.
2. These rules do not apply to components or functions of:
 - i. Any facility or component of a facility that only performs testing for forensic purposes;
 - ii. Research laboratories that test human specimens but do not report patient specific results for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of individual patients; or
 - iii. Laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), in which drug testing is performed which meets SAMHSA guidelines and regulations. However, all other testing conducted by a SAMHSA-certified laboratory is subject to this rule.
3. Laboratories under the jurisdiction of an agency of the Federal Government are subject to the rules of 42 CFR 493, except that the Secretary may modify the application of such requirements as appropriate.

iv. Timely Access: (42 CFR 438.206(c) (1) (i)

- (1) The Provider must comply with Contractor's standards for timely access to care and services, taking into account the urgency of the need for services:
 - (a) Provider must complete Timely Access Log for all initial requests of services.
 - (b) Provider must offer outpatient services within 10 business days of request date (if outpatient provider).
 - (c) Provider must offer Opioid Treatment Services (OTP) services within 3 business days of request date (if OTP provider).
 - (d) Provider must offer regular hours of operation.
- (2) The Contractor will establish mechanisms to ensure compliance by provider and monitor regularly.
- (3) If the Provider fails to comply, the Contractor will take corrective action.

Early Intervention (ASAM Level 0.5)

1. Contractor shall identify beneficiaries at risk of developing a substance use disorder or those with an existing substance use disorder and offer those beneficiaries: screening for adults and youth, brief treatment as medically necessary, and, when indicated, a referral to treatment with a formal linkage.

Outpatient Services (ASAM Level 1.0)

1. Outpatient services consist of up to nine hours per week of medically necessary services for adults and less than six hours per week of services for adolescents. Group size is limited to no less than two (2) and no more than twelve (12) beneficiaries.
2. Outpatient services includes: assessment, treatment planning, individual counseling, group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, and discharge planning and coordination.
3. Services may be provided in-person, by telephone, or by telehealth, and in any appropriate setting in the community.

Intensive Outpatient Services (ASAM Level 2.1)

1. Intensive outpatient services involves structured programming provided to beneficiaries as medically necessary for a minimum of nine hours and a maximum of 19 hours per week for adult perinatal and non-perinatal beneficiaries. Adolescents are provided a minimum of six and a maximum of 19 hours per week. Group size is limited to no less than two (2) and no more than twelve (12) beneficiaries.
 - i. The contractor-operated and subcontracted DMC-ODS providers may provide more than 19 hours per week to adults when determined by a Medical Director or an LPHA to be medical necessary, and in accordance with the individualized treatment plan.
 - ii. The contractor-operated and subcontracted DMC-ODS providers may extend a beneficiary's length of treatment when determined by a Medical Director or an LPHA to be medically necessary, and in accordance with the individualized treatment plan.

2. Intensive outpatient services includes: assessment, treatment planning, individual counseling, group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, and discharge planning and coordination. 3. Services may be provided in-person, by telephone, or by telehealth, and in any appropriate setting in the community.

Residential Treatment Services

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

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

3. The length of residential services range from 1 to 90 days with a 90-day maximum for adults and 30-day maximum for adolescents per 365-day period, unless medical necessity warrants a one-time extension of up to 30 days per 365-day period.

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

ii. Perinatal beneficiaries shall receive a length of stay for the duration of their pregnancy, plus 60 days postpartum.

iii. EPSDT adolescent beneficiaries shall receive a longer length of stay, if found to be medically necessary.

Case Management

1. Case management services are defined as a service that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services.

2. The Contractor shall ensure that case management services focus on coordination of SUD care, integration around primary care especially for beneficiaries with a chronic substance use disorder, and interaction with the criminal justice system, if needed.

4. Case management services may be provided by an LPHA or a registered or certified counselor.

5. The Contractor shall coordinate a system of case management services with physical and/or mental health in order to ensure appropriate level of care.

6. Case management services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

Physician Consultation Services

1. Physician Consultation Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are designed to assist DMC physicians by allowing them to seek expert advice when developing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.

2. Contractor may contract with one or more physicians or pharmacists in order to provide consultation services.

Recovery Services

1. Recovery services may be delivered concurrently with other DMC-ODS services and levels of care as clinically appropriate. Beneficiaries without a remission diagnosis may also receive recovery services and do not need to be abstinent from drugs for any specified period of time. The service components of recovery services are:
 - a. Individual and/or group outpatient counseling services;
 - b. Recovery Monitoring: Recovery coaching and monitoring delivered in-person, by synchronous telehealth, or by telephone/audio-only;
 - c. Relapse Prevention: Relapse prevention, including attendance in alumni groups and recovery focused events/activities;
 - d. Education and Job Skills: Linkages to life skill services and supports, employment services, job training, and education services;
 - e. Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
 - f. Support Groups: Linkages to self-help and support services, spiritual and faith based support;
 - g. Ancillary Services: Linkages to housing assistance, transportation, case management, and other individual services coordination.
2. Beneficiaries may receive recovery services based on a self-assessment or provider assessment of relapse risk. Beneficiaries receiving MAT, including Narcotic (Opioid) Treatment Program services, may receive recovery services. Beneficiaries may receive recovery services immediately after incarceration regardless of whether or not they received SUD treatment during incarceration. Recovery services may be provided in-person, by synchronous telehealth, or by telephone/audio-only. Recovery services may be provided in the home or the community.
3. Recovery services shall be utilized when the beneficiary is triggered, when the beneficiary has relapsed, or simply as a preventative measure to prevent relapse. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, the Contractor shall provide beneficiaries with recovery services.
4. Additionally, the Contractor shall:
 - i. Provide recovery services to beneficiaries as medically necessary.
 - ii. Provide beneficiaries with access to recovery services after completing their course of treatment.

Withdrawal Management

1. If providing Withdrawal Management, the Contractor shall ensure that all beneficiaries receiving both residential services and WM services are monitored during the detoxification process.

2. The Contractor shall provide medically necessary habilitative and rehabilitative services in accordance with an individualized treatment plan prescribed by a licensed physician or licensed prescriber.

Voluntary Termination of DMC-ODS Services

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

Nullification of DMC-ODS Services

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

Hatch Act

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

No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

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

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

Health Insurance Portability and Accountability Act (HIPAA) of 1996

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

Trading Partner Requirements

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

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

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

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

Counselor Certification

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

Cultural and Linguistic Proficiency

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

Trafficking Victims Protection Act of 2000

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

For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USCprelim-title22-section7104d&num=0&edition=prelim>

Youth Treatment Guidelines

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

Nondiscrimination in Employment and Services

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

Federal Law Requirements:

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

- ii. Title IX of the Education Amendments of 1972 (regarding education and programs and activities), if applicable.
- iii. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- iv. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- v. Age Discrimination in Employment Act (29 CFR Part 1625).
- vi. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- vii. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- viii. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- ix. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- x. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- xi. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- xii. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- xiii. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

State Law Requirements:

- i. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
- ii. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- iii. Title 9, Division 4, Chapter 8, commencing with Section 10800.
- iv. No state or Federal funds shall be used by the Contractor for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor to provide direct, immediate, or substantial support to any religious activity.
- v. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

Investigations and Confidentiality of Administrative Actions

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

Beneficiary Problem Resolution Process

Contractors should follow the BHS problem resolution processes which include:

- i. A grievance process I
- i. An appeal process
- iii. An expedited appeal process.

Contract

Provider contracts shall:

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

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

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

Ensure monitoring of the providers performance on an ongoing basis and subject it to an annual onsite review, consistent with statutes, regulations, and Article III.PP.

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

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

- i. Culturally Competent Services: Providers are responsible to provide culturally competent services. Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services shall be available for beneficiaries, as needed.
- ii. Medication Assisted Treatment: Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.

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

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

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

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

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

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

Contractor Monitoring

BHS shall conduct, at least annually, a utilization review of DMC providers to ensure covered services are being appropriately rendered. The annual review shall include an on-site visit of the service provider. Reports of the annual review shall be provided to DHCS' Performance & Integrity Branch.

State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews

DHCS shall conduct Postservice Postpayment and Postservice Prepayment (PSPP) Utilization Reviews of the contracted DMC providers to determine whether the DMC services were provided in accordance with Article III.PP of this exhibit. DHCS shall issue the PSPP report to BHS with a copy to the DMC provider. BHS shall be responsible for their providers and Contractor-operated programs to ensure any deficiencies are remediated pursuant to Article III.DD.2. BHS shall attest the deficiencies have been remediated and are complete, pursuant to Article III.EE.5 of this Agreement.

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

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

Be documented on the DHCS CAP template.

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

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

1. Correcting the deficiency; 2. Ensuring on-going compliance; 3. Provide a specific description of how the provider will ensure on-going compliance; 4. Specify the target date of implementation of the corrective action.

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

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

Reporting Requirements

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

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

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

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

Drug and Alcohol Treatment Access Report (DATAR)

Treatment providers must submit a monthly DATAR report in an electronic copy format as provided by DHCS.

Training

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

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

Record Retention

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

Subcontract Termination

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

Control Requirements

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

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

- i. HSC, Division 10.5, commencing with Section 11760
- ii. Title 9, Division 4, Chapter 8, commencing with Section 13000
- iii. Government Code Section 16367.8
- iv. Title 42, CFR, Sections 8.1 through 8.6
- v. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances
- vi. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)

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

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

Performance Requirements

Contractor shall provide services based on funding set forth in Exhibit B, Attachment I, and under the terms of this Agreement.

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

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

- a. Lack of educational materials or other resources for the provision of services.
- b. Geographic isolation and transportation needs of persons seeking services or remoteness of services.
- c. Institutional, cultural, and/or ethnicity barriers.
- d. Language differences.

- e. Lack of service advocates.
- f. Failure to survey or otherwise identify the barriers to service accessibility.
- g. Needs of persons with a disability.

Requirements for Services Confidentiality

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

Perinatal Services.

- i. Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.
- ii. Perinatal services shall include:
 - a. Mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792).
 - b. Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).
 - c. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant.
 - d. Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).
- iii. Medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy shall be maintained in the beneficiary record.
- iv. Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to this Agreement as Document 1G, incorporated by reference. The Contractor shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Agreement shall not require a formal amendment.

Naltrexone Treatment Services

For each beneficiary, all of the following shall apply:

- a. The provider shall confirm and document that the beneficiary meets all of the following conditions:
 - i. Has a documented history of opiate addiction.
 - ii. Is at least 18 years of age.
 - iii. Has been opiate free for a period of time to be determined by a physician based on the physician's clinical judgment. The provider shall administer a body specimen test to confirm the opiate free status of the beneficiary.

iv. Is not pregnant and is discharged from the treatment if she becomes pregnant. b. The physician shall certify the beneficiary's fitness for treatment based upon the beneficiary's physical examination, medical history, and laboratory results. c. The physician shall advise the beneficiary of the overdose risk should the beneficiary return to opiate use while taking Naltrexone and the ineffectiveness of opiate pain relievers while on Naltrexone.

Substance Use Disorder Medical Director

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

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

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

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

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

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

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

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

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

Provider Personnel

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

a. Application for employment and/or resume

b. Signed employment confirmation statement/duty statement

c. Job description

d. Performance evaluations

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

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

g. Training documentation relative to substance use disorders and treatment

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

- i. Proof of continuing education required by licensing or certifying agency and program
- j. Provider's Code of Conduct.
- ii. Job descriptions shall be developed, revised as needed, and approved by the provider's governing body.

The job descriptions shall include:

- a. Position title and classification
- b. Duties and responsibilities
- c. Lines of supervision
- d. Education, training, work experience, and other qualifications for the position
- iii. Written provider code of conduct for employees and volunteers/interns shall be established which addresses at least the following:
 - a. Use of drugs and/or alcohol
 - b. Prohibition of social/business relationship with beneficiaries or their family members for personal gain
 - c. Prohibition of sexual contact with beneficiaries
 - d. Conflict of interest
 - e. Providing services beyond scope
 - f. Discrimination against beneficiaries or staff
 - g. Verbally, physically, or sexually harassing, threatening or abusing beneficiaries, family members or other staff
 - h. Protection of beneficiary confidentiality
 - i. Cooperate with complaint investigations
- iv. If a provider utilizes the services of volunteers and/or interns, written procedures shall be implemented which address:
 - a. Recruitment
 - b. Screening and Selection
 - c. Training and orientation
 - d. Duties and assignments
 - e. Scope of practice
 - f. Supervision
 - g. Evaluation
 - h. Protection of beneficiary confidentiality

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

Beneficiary Admission

i. Each provider shall include in its policies, procedures, and practice, written admission and readmission criteria for determining beneficiary's eligibility and the medical necessity for treatment. These criteria shall include, at a minimum:

a. DSM diagnosis

b. Use of alcohol/drugs of abuse

c. Physical health status

d. Documentation of social and psychological problems.

ii. If a potential beneficiary does not meet the admission criteria, the beneficiary shall be referred to an appropriate service provider.

iii. If a beneficiary is admitted to treatment, the beneficiary shall sign a consent to treatment form.

iv. The Medical Director or LPHA shall document the basis for the diagnosis in the beneficiary record.

v. All referrals made by the provider staff shall be documented in the beneficiary record. vi. Copies of the following documents shall be provided to the beneficiary upon admission:

a. Beneficiary rights, share of cost if applicable, notification of DMC funding accepted as payment in full, and consent to treatment.

vii. Copies of the following shall be provided to the beneficiary or posted in a prominent place accessible to all beneficiaries:

a. A statement of nondiscrimination by race, religion, sex, ethnicity, age, disability, sexual preference, and ability to pay.

b. Complaint process and grievance procedures.

c. Appeal process for involuntary discharge.

d. Program rules and expectations.

viii. Where drug screening by urinalysis is deemed medically appropriate the program shall:

a. Establish written procedures, which protect against the falsification and/or contamination of any urine sample.

b. Document urinalysis results in the beneficiary's file.

Assessment

i. The provider shall ensure a counselor or LPHA completes a personal, medical, and substance use history for each beneficiary upon admission to treatment.

a. Assessment for all beneficiaries shall include at a minimum:

- i. Drug/Alcohol use history
- ii. Medical history
- iii. Family history
- iv. Psychiatric/psychological history
- v. Social/recreational history
- vi. Financial status/history
- vii. Educational history
- viii. Employment history
- ix. Criminal history, legal status, and
- x. Previous SUD treatment history

b. The Medical Director or LPHA shall review each beneficiary's personal, medical, and substance use history if completed by a counselor within 30 calendar days of each beneficiary's admission to treatment date.

Beneficiary Record

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

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

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

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

ii. Documentation of treatment episode information shall include documentation of all activities, services, sessions, and assessments, including, but not limited to all of the following:

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

b. Treatment plans.

c. Progress notes.

d. Continuing services justifications.

e. Laboratory test orders and results.

f. Referrals.

g. Discharge plan.

h. Discharge summary.

- i. Contractor authorizations for Residential Services.
- j. Any other information relating to the treatment services rendered to the beneficiary.

Diagnosis Requirements

- i. The Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information if completed by a counselor through a face-to-face review or telehealth with the counselor to establish a beneficiary meets the medical necessity criteria in Article III.B.2.ii.
 - a. The Medical Director or LPHA shall document separately from the treatment plan the basis for the diagnosis in the beneficiary's record within 30 calendar days of each beneficiary's admission to treatment date.
 - i. The basis for the diagnosis shall be a narrative summary based on DSM-5 criteria, demonstrating the Medical Director or LPHA evaluated each beneficiary's assessment and intake information, including their personal, medical, and substance use history.
 - ii. The Medical Director or LPHA shall type or legibly print their name, and sign and date the diagnosis narrative documentation. The signature shall be adjacent to the typed or legibly printed name.

Physical Examination Requirements

- i. If a beneficiary had a physical examination within the twelve-month period prior to the beneficiary's admission to treatment date, the physician or registered nurse practitioner or physician's assistant (physician extenders) shall review documentation of the beneficiary's most recent physical examination within 30 calendar days of the beneficiary's admission to treatment date.
 - a. If a provider is unable to obtain documentation of a beneficiary's most recent physical examination, the provider shall describe the efforts made to obtain this documentation in the beneficiary's individual patient record.
 - ii. As an alternative to complying with paragraph (i) above or in addition to complying with paragraph (i) above, the physician or physician extender may perform a physical examination of the beneficiary within 30 calendar days of the beneficiary's admission to treatment date.
 - iii. If the physician or a physician extender, has not reviewed the documentation of the beneficiary's physical examination as provided for in paragraph (i), or the provider does not perform a physical examination of the beneficiary as provided for in paragraph (ii), then the LPHA or counselor shall include in the beneficiary's initial and updated treatment plans the goal of obtaining a physical examination, until this goal has been met and the physician has reviewed the physical examination results. The physician shall type or legibly print their name, sign, and date documentation to support they have reviewed the physical examination results. The signature shall be adjacent to the typed or legibly printed name.

Treatment Plan

- i. For each beneficiary admitted to treatment services, the LPHA or counselor shall prepare an individualized written initial treatment plan, based upon the information obtained in the intake and assessment process.

a. The LPHA or counselor shall attempt to engage the beneficiary to meaningfully participate in the preparation of the initial treatment plan and updated treatment plans.

i. The initial treatment plan and updated treatment plans shall include all of the following:

1. A statement of problems identified through the ASAM, other assessment tool(s) or intake documentation.

2. Goals to be reached which address each problem.

3. Action steps that will be taken by the provider and/or beneficiary to accomplish identified goals. 4. Target dates for the accomplishment of action steps and goals.

5. A description of the services, including the type of counseling, to be provided and the frequency thereof.

6. The assignment of a primary therapist or counselor.

7. The beneficiary's diagnosis as documented by the Medical Director or LPHA.

8. If a beneficiary has not had a physical examination within the 12-month period prior to the beneficiary's admission to treatment date, a goal that the beneficiary have a physical examination.

9. If documentation of a beneficiary's physical examination, which was performed during the prior 12 months, indicates a beneficiary has a significant medical illness, a goal that the beneficiary obtain appropriate treatment for the illness. b. The provider shall ensure that the initial treatment plan meets all of the following requirements:

i. The LPHA or counselor shall complete, type or legibly print their name, and sign and date the initial treatment plan within 30 calendar days of the admission to treatment date. The signature shall be adjacent to the typed or legibly printed name.

ii. The beneficiary shall review, approve, type, or legibly print their name, sign and date the initial treatment plan, indicating whether the beneficiary participated in preparation of the plan, within 30 calendar days of the admission to treatment date.

1. If the beneficiary refuses to sign the treatment plan, the provider shall document the reason for refusal and the provider's strategy to engage the beneficiary to participate in treatment. iii. If a counselor completes the initial treatment plan, the Medical Director or LPHA shall review the initial treatment plan to determine whether services are medically necessary (as defined in Article IV) and appropriate for the beneficiary.

1. If the Medical Director or LPHA determines the services in the initial treatment plan are medically necessary, the Medical Director or LPHA shall type or legibly print their name, and sign and date the treatment plan within 15 calendar days of signature by the counselor. The signature shall be adjacent to the typed or legibly printed name.

ii. The provider shall ensure that the treatment plan is reviewed and updated as described below:

a. The LPHA or counselor shall complete, type, or legibly print their name, sign and date the updated treatment plan no later than 90 calendar days after signing the initial treatment plan, and no later than every 90 calendar days thereafter, or when there is a change in treatment modality or significant event,

whichever comes first. The signature shall be adjacent to the typed or legibly printed name. The updated treatment plan shall be updated to reflect the current treatment needs of the beneficiary.

b. The beneficiary shall review, approve, type, or legibly print their name and, sign and date the updated treatment plan, indicating whether the beneficiary participated in preparation of the plan, within 30 calendar days of signature by the LPHA or counselor. i. If the beneficiary refuses to sign the updated treatment plan, the provider shall document the reason for refusal and the provider's strategy to engage the beneficiary to participate in treatment.

c. If a counselor completes the updated treatment plan, the Medical Director or LPHA shall review each updated treatment plan to determine whether continuing services are medically necessary (as defined in Article IV) and appropriate for the beneficiary.

- i. If the Medical Director or LPHA determines the services in the updated treatment plan are medically necessary, they shall type or legibly print their name and, sign and date the updated treatment plan, within 15 calendar days of signature by the counselor. The signature shall be adjacent to the typed or legibly printed name.

Sign-in Sheet

i. Establish and maintain a sign-in sheet for every group counseling session, which shall include all of the following:

a. The LPHA(s) and/or counselor(s) conducting the counseling session shall type or legibly print their name(s), sign, and date the sign-in sheet on the same day of the session. The signature(s) must be adjacent to the typed or legibly printed name(s). By signing the sign-in sheet, the LPHA(s) and/or counselor(s) attest that the sign-in sheet is accurate and complete.

b. The date of the counseling session.

c. The topic of the counseling session.

d. The start and end time of the counseling session.

e. A typed or legibly printed list of the participants' names and the signature of each participant that attended the counseling session. The participants shall sign the sign-in sheet at the start of or during the counseling session.

Progress Notes

Progress notes shall be legible and completed as follows: a. For outpatient services, Naltrexone treatment services, and recovery services, each individual and group session, the LPHA or counselor who conducted the counseling session or provided the service shall record a progress note for each beneficiary who participated in the counseling session or treatment service. i. The LPHA or counselor shall type or legibly print their name, and sign and date the progress note within seven calendar days of the counseling session. The signature shall be adjacent to the typed or legibly printed name.

ii. Progress notes are individual narrative summaries and shall include all of the following:

1. The topic of the session or purpose of the service.

2. A description of the beneficiary's progress on the treatment plan problems, goals, action steps, objectives, and/or referrals.
 3. Information on the beneficiary's attendance, including the date, start and end times of each individual and group counseling session or treatment service.
 4. Identify if services were provided inperson, by telephone, or by telehealth.
 5. If services were provided in the community, identify the location and how the provider ensured confidentiality.
- b. For intensive outpatient services and residential treatment services, the LPHA or counselor shall record, at a minimum, one progress note, per calendar week, for each beneficiary participating in structured activities including counseling sessions or other treatment services.
- i. The LPHA or counselor shall type or legibly print their name, and sign and date progress notes within the following calendar week. The signature shall be adjacent to the typed or legibly printed name. I
 - i. Progress notes are individual narrative summaries and shall include all of the following:
 1. A description of the beneficiary's progress on the treatment plan, problems, goals, action steps, objectives, and/or referrals.
 2. A record of the beneficiary's attendance at each counseling session including the date, start and end times and topic of the counseling session.
 3. Identify if services were provided in-person, by telephone, or by telehealth.
 4. If services were provided in the community, identify the location and how the provider ensured confidentiality.
- c. For each beneficiary provided case management services, the LPHA or counselor who provided the treatment service shall record a progress note. i. The LPHA or counselor shall type or legibly print their name, and sign and date the progress note within seven calendar days of the case management service. The signature shall be adjacent to the typed or legibly printed name. ii. Progress notes shall include all of the following:
1. Beneficiary's name.
 2. The purpose of the service.
 3. A description of how the service relates to the beneficiary's treatment plan problems, goals, action steps, objectives, and/or referrals.
 4. Date, start and end times of each service.
 5. Identify if services were provided in-person, by telephone, or by telehealth.
 6. If services were provided in the community, identify the location and how the provider ensured confidentiality.

d. For physician consultation services, additional medication assisted treatment, and withdrawal management, the Medical Director or LPHA working within their scope of practice who provided the treatment service shall record a progress note and keep in the beneficiary's file.

i. The Medical Director or LPHA shall type or legibly print their name, and sign and date the progress note within seven calendar days of the service. The signature shall be adjacent to the typed or legibly printed name. ii. Progress notes shall include all of the following:

1. Beneficiary's name.

2. The purpose of the service.

3. Date, start and end times of each service. 4. Identify if services were provided face-to-face, by telephone or by telehealth.

Continuing Services

i. Continuing services shall be justified as shown below: a. For outpatient services, intensive outpatient services, Naltrexone treatment, and case management:

i. For each beneficiary, no sooner than five months and no later than six months after the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services, the LPHA or counselor shall review the beneficiary's progress and eligibility to continue to receive treatment services, and recommend whether the beneficiary should or should not continue to receive treatment services at the same level of care.

ii. For each beneficiary, no sooner than five months and no later than six months after the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services, the Medical Director or LPHA shall determine medical necessity for continued services for the beneficiary. The determination of medical necessity shall be documented by the Medical Director or LPHA in the beneficiary's individual patient record and shall include documentation that all of the following have been considered:

1. The beneficiary's personal, medical and substance use history.

2. Documentation of the beneficiary's most recent physical examination.

3. The beneficiary's progress notes and treatment plan goals.

4. The LPHA's or counselor's recommendation pursuant to Paragraph (i) above.

5. The beneficiary's prognosis.

i. The Medical Director or LPHA shall type or legibly print their name, and sign and date the continuing services information when completed. The signature shall be adjacent to the typed or legibly printed name.

iii. If the Medical Director or LPHA determines that continuing treatment services for the beneficiary is not medically necessary, the provider shall discharge the beneficiary from the current LOC and transfer to the appropriate services. b. Residential services length of stay shall be in accordance with Article III.H of this Agreement.

Discharge

i. Discharge of a beneficiary from treatment may occur on a voluntary or involuntary basis. For outpatient services, intensive outpatient services and residential services, in addition to the requirements of this subsection, an involuntary discharge is subject to the requirements set forth in Article II.G.2. of this Agreement. ii. An LPHA or counselor shall complete a discharge plan for each beneficiary, except for a beneficiary with whom the provider loses contact. a. The discharge plan shall include, but not be limited to, all of the following:

- i. A description of each of the beneficiary's relapse triggers.
- ii. A plan to assist the beneficiary to avoid relapse when confronted with each trigger.
- iii. A support plan.

b. The discharge plan shall be prepared within 30 calendar days prior to the scheduled date of the last face-to-face treatment with the beneficiary.

i. If a beneficiary is transferred to a higher or lower level of care based on ASAM criteria within the same DMC certified program, they are not required to be discharged unless there has been more than a 30-calendar day lapse in treatment services.

c. During the LPHA's or counselor's last face-to-face treatment with the beneficiary, the LPHA or counselor and the beneficiary shall type or legibly print their names, sign and date the discharge plan. The signatures shall be adjacent to the typed or legibly printed name. A copy of the discharge plan shall be provided to the beneficiary and documented in the beneficiary record.

iii. The LPHA or counselor shall complete a discharge summary, for any beneficiary with whom the provider lost contact, in accordance with all of the following requirements: a. The LPHA or counselor shall complete the discharge summary within 30 calendar days of the date of the last face-to-face treatment contact with the beneficiary.

b. The discharge summary shall include all of the following:

- i. The duration of the beneficiary's treatment as determined by the dates of admission to and discharge from treatment.
- ii. The reason for discharge.
- iii. A narrative summary of the treatment episode.
- iv. The beneficiary's prognosis.

Reimbursement of Documentation

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

- a. The date the progress note was completed.
- b. The start and end time of the documentation of the progress note.
- ii. Documentation activities shall be billed as a part of the covered service unit.

Substance Abuse Block Grant

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

Federal Award Subrecipient

1. The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This Contract is a subaward of the federal award to DHCS, then to the San Francisco Department of Public Health.
2. Contractor is a subrecipient and subject to all applicable administrative requirements, cost principles, and audit requirements that govern federal monies associated with the SABG set forth in the Uniform Guidance 2 CFR Part 200, as codified by the U.S. Department of Health and Human Services (HHS) at 45 CFR Part 75. 3.

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

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

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

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of

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

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

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

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

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

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

Section 1 – Control Requirements

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

- a) HSC, Division 10.5, Part 2 commencing with Section 11760.
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000.
- c) Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7.
- d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.
- e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.
- f) Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.
- h) Title 42, CFR, Sections 8.1 through 8.6.
- i) Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
- j) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
- k) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

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

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

Section 2 – General Provisions

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

pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds (Reference: Terms and Conditions of the SABG award).

B. Primary Prevention

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

C. Friday Night Live

Contractors receiving SABG Friday Night Live (FNL) funding must:

1. Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at <http://fridaynightlive.org/about-us/cfnlp-overview/>
2. Use the prevention data collection and reporting service for all FNL reporting including profiles and chapter activity.
3. Follow the FNL Data Entry Instructions for the PPSDS as provided by DHCS.
4. Meet the Member in Good Standing (MIGS) requirements, as determined by DHCS in conjunction with the California Friday Night Live Collaborative and the California Friday Night Live Partnership. Contractors that do not meet the MIGS requirements shall obtain technical assistance and training services from the California Friday Night Live Partnership and develop a technical assistance plan detailing how the Contractor intends to ensure satisfaction of the MIGS requirements for the next review.

D. Perinatal Practice Guidelines

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

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

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

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

Section 3 - Performance Provisions

A. Monitoring

- a) Whether the quantity of work or services being performed conforms to Exhibit B.
- b) BHS monitors that the contractor is abiding by all the terms and requirements of this Contract.
- c) Whether the Contractor is abiding by the terms of the Perinatal Practice Guidelines.

B. Performance Requirements

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

- a) Lack of educational materials or other resources for the provision of services.
- b) Geographic isolation and transportation needs of persons seeking services or remoteness of services.
- c) Institutional, cultural, and/or ethnicity barriers.
- d) Language differences.
- e) Lack of service advocates.
- f) Failure to survey or otherwise identify the barriers to service accessibility.
- g) Needs of persons with a disability.

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

Part II – General

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

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

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the

responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999- 11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

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

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

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

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

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

1. Trading Partner Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. Youth Treatment Guidelines Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

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

S. Byrd Anti-Lobbying Amendment (31 USC 1352) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

U. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

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

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

W. Additional Contract Restrictions

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

X. Information Access for Individuals with Limited English Proficiency

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

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

iv. Timely Access: (42 CFR 438.206(c) (1) (i))

(4) The Provider must comply with Contractor's standards for timely access to care and services, taking into account the urgency of the need for services:

(e) Provider must complete Timely Access Log for all initial requests of services.

(f) Provider must offer outpatient services within 10 business days of request date (if outpatient provider).

(g) Provider must offer Opioid Treatment Services (OTP) services within 3 business days of request date (if OTP provider).

(h) Provider must offer regular hours of operation.

(5) The Contractor will establish mechanisms to ensure compliance by provider and monitor regularly.

(6) If the Provider fails to comply, the Contractor will take corrective action.

DOCUMENTS INCORPORATED BY REFERENCE

All SABG documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:

<https://www.dhcs.ca.gov/provgovpart/Pages/SAPT-Block-Grant-Contracts.aspx>

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

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

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

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

Document 1G: Perinatal Practice Guidelines FY 2018-19 https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf

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

Document 1P: Alcohol and/or Other Drug Program Certification Standards (May 1, 2017) http://www.dhcs.ca.gov/Documents/DHCS_AOD_Certification_Standards.pdf

Document 1V: Youth Treatment Guidelines http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

Document 2F(b): Minimum Quality Drug Treatment Standards for SABG

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

Document 3G: California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 4 - Narcotic Treatment Programs <https://govt.westlaw.com/calregs/Search/Index>

Document 3H: California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 8 - Certification of Alcohol and Other Drug Counselors <https://govt.westlaw.com/calregs/Search/Index>

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

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

Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
Document 3T(a): SAPT Authorized and Restricted Expenditures Information (April 2017)

Document 3V : Culturally and Linguistically Appropriate Services (CLAS) National Standards
<https://www.minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

Document 5A : Confidentiality Agreement