

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

Second Amendment

THIS AMENDMENT (this “Amendment”) is made as of July 1, 2023, in San Francisco, California, by and between **Latino Commission** (“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 term, increase 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 RFP-26-2016 issued on September 27, 2016 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained on December 16, 2019 from the Civil Service Commission under PSC number 48652-16/17 in the amount of \$367,880,000 for the period commencing July 1, 2017 and ending June 30, 2027; and

WHEREAS, approval for this Amendment under S.F. Charter 9.118 was obtained when the Board of Supervisors approved Resolution No. 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 as amended by the First Amendment dated May 1, 2022.

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

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

2.1 The term of this Agreement shall commence on July 1, 2018 and expire on December 31, 2023, 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 July 1, 2018 and expire on June 30, 2027, unless earlier terminated as otherwise provided herein.

2.2 Section 3.3.1 currently reads as follows:

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Six Hundred Sixty-Three Thousand Five Hundred Five Dollars (\$9,663,505)**. 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.

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

3.3.1 Calculation of Charges. 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 **Seventeen Million Five Hundred Ninety-Eight Thousand Four Hundred Twenty-Two Dollars (\$17,598,422)**. 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. City will not honor minimum service order changes for any services covered by this agreement.

2.3 Qualified Personnel: *The following is hereby added to Article 4 of the Agreement, replacing the previous 4.2 in its entirety:*

4.2. Qualified Personnel

4.2.1 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.

2.4 Subcontracting. The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.3 in its entirety.

4.3 Subcontracting.

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

4.3.2 The following are approved subcontractors: Luis Ciprez, Therapist; Eleana Coll, Thearpist; Rebecca Baculpo, Therapist; John Christian O’Neil, Medical Director; Akino Mineo-Aldis, Body Healer.

2.5 California Attorney General’s Registry of Charitable Trusts. *The following is hereby added to Article 11 of the Agreement.*

11.15 California Attorney General’s Registry of Charitable Trusts. If a Contractor is a non-profit entity, the Contractor represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts at the time of contract execution and for the duration of the agreement. Any failure by Contractor or any subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

2.6 Applicable Law. *The following is hereby added to Article 11 of the Agreement.*

11.16 Applicable Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California and City’s Charter. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court.

2.7 Business Associate Agreement: *The following is hereby added to Article 13 of the Agreement, replacing the previous Section 13.3 in its entirety:*

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

The parties acknowledge that CONTRACTOR will:

1. Do **at least one** or more of the following:
 - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
 - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (8-3-2022)
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. **NOT** do any of the activities listed above in subsection 1;

Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

2.8 Appendices A and A-1 to A-4 dated 07/01/23 are hereby added to the Agreement for 2023-24.

2.9 Appendix B and B-1 to B-4 dated 07/01/23 are hereby added to the Agreement for 2023-24.

2.10 Appendix D dated 07/01/21 is hereby deleted and Appendix D dated 07/01/23 is hereby added to the Agreement for 2023-24.

2.11 Appendix E, BAA, dated 04/12/18 is hereby deleted and Appendix E, BAA dated 08/03/22 is hereby added to the Agreement for 2023-24.

2.12 Appendix F, Invoices, dated 07/01/23 are hereby added to the Agreement for 2023-24.

Article 4 Effective Date

Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the effective date of the agreement.

Article 4 Legal Effect

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

Recommended by:

Grant Colfax
Director of Health
Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: _____
Charles L. Bruce
Deputy City Attorney

Approved:

Sailaja Kurella
Director, Office of Contract Administration, and
Purchaser

CONTRACTOR

Latino Commission

DocuSigned by:
Maria Newson 11/2/2023 | 11:24 AM PDT
11D539C04CF14E8...

Maria Newson
Associate Director of Operations
1001 Sneath Lane, Suite #307
San Bruno, CA 94066

City Supplier ID:
0000016576

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third-Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

The detailed description of services is listed below and are attached hereto:

- Appendix A-1 – Casa Aviva Perinatal Residential
- Appendix A-2 – Casa Ollin Adult Male Residential
- Appendix A-3 – Casa Quetzal Adult Male Residential
- Appendix A-4 –Entre Familia Outpatient

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.

Contractor Name: Latino Commission
Program Name: Casa Aviva House Perinatal Residential

Appendix A1
Contract Term: 07/01/23 – 06/30/24
Funding Source: Perinatal/General Fund

Identifiers:

Program Name: Casa Aviva Perinatal Residential
1724 Bryant Street
San Francisco, CA 94110
Telephone: (415) 588-9125 Facsimile: (415) 588-9160
Website Address: thelatinocommission.org

Contractor Address: 1001 Sneath Lane, Suite 307
City, State, ZIP: San Bruno, CA 94066

Executive Director/Program Director: Debra Camarillo
Telephone: 650-244-1444
Email Address: debra.camarillo@thelatinocommission.org

Program Code(s): 3893AHR, 3893PNR

1. Nature of Document:

Original Amendment Two Request for Program Budget (RPB)#1

2. Goal Statement:

To provide residential as well as Overnight/Partial Day services for pregnant/post-partum Latina women and their children.

3. Target Population:

All ethnicities and populations in San Francisco with focused expertise to support the unique cultural needs of pregnant/postpartum Latinas and other women of color and their children who reside in San Francisco. This includes monolingual Spanish speakers or bilingual Spanish/English speakers and their children. While the Casa Aviva Perinatal Residential program welcomes and serves all ethnicities and populations, services are designed to meet the unique cultural and linguistic needs of Latinas and other women of color and their children who reside in San Francisco.

4. Modality(s)/Intervention(s)

UOS and UDC information is documented on Appendix B, CRDC page.

Contractor Name: Latino Commission
Program Name: Casa Aviva House Perinatal Residential

Appendix A1
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5. **Methodology:**

A. Outreach, recruitment, promotion, and advertisement

Latino Commission's (LC) strategy to hire residential program graduates is consistent with peer support principles that include supporting clients in identifying how to access needed resources and advocating for clients, within the program and community; modeling healthy behavior in their own recovery and sharing their stories to inspire clients to achieve their goals; facilitating and encouraging change through realistic outcome driven goals that include education and skills building. Currently 80% of direct services staff are program graduates; the average number of years of experience of direct services staff members is 10 years; and LC has successfully engaged, treated, and transitioned its clients which is reflected in funding source annual monitoring reports that ranks our treatment programs as meeting and/or exceeding expectation standards

All LC positions have a corresponding position description that delineates duties and responsibilities, minimum qualifications, e.g., licenses, certifications, education, trainings, and other requirements. Only persons who at least meet minimum qualifications are interviewed and reference checks are conducted before an employment offer is made. Therefore, all professional and non-professional staff have the required experience and training necessary to perform the duties and responsibilities of the position for which they are hired.

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

Persons enrolled in this treatment program must, in addition to being aged 18 to 65, and a resident of San Francisco, meet the following characteristics: 1) pregnant women and women with dependent children who are experiencing an involvement with addiction and/or drug related problems; and are willing to comply with the program's requirements are eligible for participation; and may be involved with CPS and court mandated. Certified SUD Counselor will conduct a preliminary intake and assessment process with each person. The focus of the intake/assessment process is to determine each person's strengths, co-occurring and mental health and substance abuse risk factors, and their coping strategies; and if a person is found to need withdrawal management, we will refer him/her to a detox program

C. Service delivery model

LC Casa Aviva has an interdisciplinary team that consists of a MD, LCSW, RN, Certified SUD Counselors, and 3 Attendants who provide co-occurring disorder clients with therapeutic services. LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies (that includes mother/child/ren bonding and

Contractor Name: Latino Commission
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Appendix A1
Contract Term: 07/01/23 – 06/30/24
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parenting skills). Research has shown that treatment has to be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy).

Treatment Planning:

Upon enrollment in the program each mother/child/ren will complete an assessment/intake process, conducted by a Certified SUD Counselor; each client will also be seen by the Medical Director for a health screening (that includes a general health check-in including but not limited to: health questionnaire, blood pressure, heart and pulse rate check, review of medications; and staff sets appointment dates for physicals and TB testing etc.) and coordinates with the program's interdisciplinary clinical team utilization reviews (key areas of focus to assure high quality and appropriate utilization of services include: treatment content and process, charts, facilities, staff training, client satisfaction, and health and safety) for all client file and signs off on all treatment plans of care, and consultations, as needed. In the event of an emergency, during off hours, a poster is placed on the agency front door that delineates emergency protocols; and the agency telephone voicemail message includes emergency protocols. • Within the first 30 days of enrollment each client will develop, with staff, a realistic outcome driven plan of care; and the focus of the plan of care will be client-centered and strength based. The plan of care for mothers/child/ren will include: 1) evaluation of the psycho-social factors in the clients behavior and may include: drug use, medical and dental status, legal status, socio-economic, AOD use and treatment, criminal history, mental health, family reunification goals, psycho-social and psychological matters and educational/vocational goals, 2) realistic outcome client driven goals that directly correspond to problematic areas, 3) specific action steps to be taken by the program (e.g., relapse prevention is interwoven throughout the treatment program and special emphasis is given to identification of triggers and relapse patterns) to accomplish stated goals; additionally, family assessment sessions may be conducted with members of the client's family to better understand the client's ability to participate in treatment, 4) random drug testing, 5) case management services, and 6) target dates for resolution of problematic behaviors, achievement of goals, completion of action steps, completion of treatment, and referrals when appropriate. • LC

Clinical Supervisor will conduct, on a weekly basis, an interdisciplinary clinical meeting that include individual and group supervision, client and peer chart reviews, case management reviews, trainings (twice a month) to increase capacity, address self-care matters, review of clients plans of care to ensure meeting compliance requirements, etc.

Facilities management includes maintaining on site policies and procedures to ensure that the facility complies with all applicable local, state, and federal laws and to ensure that the facility is maintained in a clean, safe, sanitary, and ATOD-free condition.

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Hours of Operation: LC will provide Treatment services on an annual basis, 7 days per week/24 hours per day; consistent with ASAM emergency service requirements

Duration of Services: The desired duration is 90 days and will be extended (once for 90 days) based on medical necessity. Clients are strongly encouraged to complete the program and will be encouraged to enroll in other agency programs and/or other systems of care.

Counseling Services: Individual: One-on-one counseling will be provided to address each client's unique needs and to assist each client to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect each client's behavior, emotions, thinking, and intrapersonal and interpersonal processes. • Group: Group counseling will consist of a combination of psycho-educational and process groups aimed at developing health coping skills, build community, accountability, and knowledge, skills, and abilities; and topics may include pride, respect, dignity, acculturation, reunification, identity, mental health stigma, triggers, relapse prevention, harm reduction, etc.

Family Counseling: Family Counseling assists the client in resolving problems in family and extended family relationships. This forum examines family communication patterns and violence where present; and helps to educate and assist families in identifying new ways of interacting with each other in a positive manner without displacing cultural values and roles.

Crisis Intervention: Crisis intervention will assist individuals in a crisis situation to restore equilibrium to their bio-psychosocial functioning and to minimize the potential for long-term psychological trauma. • Therapy: All treatment staff is trained to identify mental health disorders common with substance abusers; and all clients have an initial session with the LCSW that includes utilizing EBPs' that address the relationship between PTSD and substance abuse and trauma recovery intervention principles and philosophies; and also may utilize eye movement desensitization and reprocessing (EMDR) therapy (which has been proven highly effective in the treatment of trauma and relief of psychological stress); and if deemed appropriate referrals will be made for mental health services to Mission Mental Health and/or Instituto Familiar de La Raza; these partner service providers understand the cultural context for mental health services; which includes alternative healing practices; and staff will maintain on-going contact with mental health providers and coordinate treatment to ensure integration and client compliance with his/her mental health treatment plan.

Family/Friends Visit: Times are set aside each Saturday, Sunday and Holidays for clients, who have completed Phase 1, to receive family members and friends. Alternative visiting schedules will be developed for CPS supervised family visits, individuals facing family emergencies, and other family hardships.

Contractor Name: Latino Commission
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Appendix A1
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Funding Source: Perinatal/General Fund

Educational Services: Staff will coordinate services for clients who want to participate in ESL classes and prepare for GED examinations.

Vocational Assessment, Counseling and Job Search: Employment is a necessary component of alcohol and other drug treatment, one that decreases the likelihood of relapse to substance use and criminal behavior, supports family reunification, and bolsters the client's self-esteem and psychological well-being; and topics may include career exploration, job seeking skills, completing application forms, interview techniques, role-playing, job etiquette, etc.

Patient Education: 1) Drug and Alcohol: drug and alcohol education provide clients with a biopsychosocial understanding of alcoholism and addiction. Staff and clients will discuss the harmful effects of alcohol and other drugs with clients presenting oral reports to the group on the drug(s) they abused.

Parenting Education: All clients are required to attend "No Tienes que Saberlo Todo" parenting class. This class focuses on the cultural nuances that come with Latino parenting with an emphasis on the strengths it carries. This is an 18-hour class that consists of six three-hour sessions. The class begins with an orientation and thereafter breaks out into groups which includes addressing parenting styles, child development, family communication, discipline, nutrition and health, exercise, self-esteem, limits and boundaries, impact of substance abuse on children, etc.

Mom's Massage: A history of trauma, compounded by post-partum stress and depression can become physically locked in the body on a cellular level. Access to massage is an important non-verbal way to relieve stress and unlock negative energies.

Free Time: Four hours per day are set aside as free mother and child/ren time, eat their meals, choose activities in the treatment program, i.e., reading, exercise, playing cards, etc.

Social Skills Training: Life, health, and social skills, training includes addressing personal dress, hygiene, nutrition, AIDS/HIV, completing rental applications, managing money, etc. These skills are fostered through peer interactions, individual and group counseling, organized workshops, didactic presentations, role-playing, and role training.

Women Domestic Violence: This is an on-going group with role-play and discussion. Clients are asked to present (at their own discretion) a violence autobiography. The purpose of this group is to identify recollections of violence, patterns of abuse and solutions for ending the violence.

New Immigration Laws and Immigrant Groups: Monthly groups are conducted by Centro Legal de La Raza to inform clients and their families of changes in the laws, legal status, and citizenship classes, etc.

Contractor Name: Latino Commission
Program Name: Casa Aviva House Perinatal Residential

Appendix A1
Contract Term: 07/01/23 – 06/30/24
Funding Source: Perinatal/General Fund

Support Groups: AA and NA: Client may select support groups of their choice in the community as they become eligible for passes and privileges.

Therapeutic Recreational Activities are available for all clients and integrated into the weekly schedule. Clients will develop skills to release stress and maintain physical fitness. Activities may include sports activities, therapeutic art, medicinal drumming, movement, body massage, etc.

Transportation Services: Staff will arrange for clients to be transported to medical, picking up medications, other appointments related their recovery, etc.

Medication: LC does not dispense medication. The MD (for all clients) during health screening reviews all client medications; and we provide information/educational materials for each client regarding medications and treatment interventions; and transportation to attend appointments and to pick up medications. The Certified SUD Counselor and the RN, under the supervision of the MD, will conduct educational groups regarding 1) the impact of medications (e.g., side effects), 2) medications that assist with withdrawal management, transitional medications, and maintenance medications, particular to addiction challenges, such as methadone, buprenorphine, naloxone, naltrexone; and when clients are prescribed new medications and/or change medications each client will meet with the RN to review implications and a wellness check in.

Drug Testing: Drug testing is random, probable cause, and sporadic urine screening: random and mandatory urine testing is to comply with court, probation and/or parole requirements and are carried out as a therapeutic tool in the treatment process.

Case Management: LC case management services are an integral aspect of treatment planning and will be addressed within each client's plan of care to ensure that the needs are addressed and met. The primary case management focus will be to support clients to foster responsibility and self-accountability to achieving health, wellness, and recovery; and the services will be provided by Certified SUD Counselors will include assessment, periodic reassessment, team coordination, monitoring progress and service delivery, peer support, advocacy, communication with probation/parole officers, housing/employment related services, referrals, etc.

Referrals: If during treatment, the client has additional needs, efforts will be made to make a referral to the appropriate community partners and/or alternative systems of care.

D. Discharge Planning and exit criteria and process

Culturally, relationships are important and continued interaction is encouraged. The Certified SUD Counselors "keep the door open" for clients and their families after they graduate from treatment. Discharge plans are developed with clients, based on their needs. It needs to be noted that two critical priorities for subject clients are securing housing and employment. Case management

Contractor Name: Latino Commission
Program Name: Casa Aviva House Perinatal Residential

Appendix A1
Contract Term: 07/01/23 – 06/30/24
Funding Source: Perinatal/General Fund

support is critical for clients to secure financial stability and permanent housing. Once a client has achieved his/her treatment goals the assigned Certified SUD Counselor will discuss graduation and support structures needed to maintain recovery; and may be linked with other agency services that match their strengths, interests, and long-term goals. If it is determined that the needs of a client cannot be further met by LC, the client will be referred to an appropriate service and the case will be discharged after successful connection with the referral service(s).

E. Program staffing

This program has an interdisciplinary team that consists of a Medical Director, LCSW, RN, Certified SUD Counselors, and 3 Attendants; and we are aligned with community partners and other systems of care to leverage and optimize resources. LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment must be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy).

All staff is trained regarding subject policies and procedures concerning client confidentiality and HIPAA requirements for agency-wide programs; in new employee orientation packets subject policies and procedures are included and each new employee is required to read them, thereafter, sign that they have read them and verify that they will adhere to same and provided with a copy of each signed document. Agency-wide quarterly trainings are conducted regarding subject topics, to emphasize the importance of adherence; and copies of these policies and procedures are in LC operational manual and distributed to each employee, as part of their new employee packet; and violation of subject policies may lead to and include termination. Patient consent for treatment services at LC and with other service providers is achieved via motivational interviewing to elicit the confidence and assurance that this is in their best interest to position them to achieve recovery.

F. Vouchers N/A

Contractor Name: Latino Commission
Program Name: Casa Aviva House Perinatal Residential

Appendix A1
Contract Term: 07/01/23 – 06/30/24
Funding Source: Perinatal/General Fund

6. Objectives and Measurements:

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

7. Continuous Quality Improvement:

LC is in the process of updating its evaluation and quality improvement policies and procedures to ensure that our practices and procedures are accurately reflected and demonstrate our compliance with the DMC-ODS pilot evaluation and improvement requirements. Attachment 4 is the draft outline of same. Critical elements of the DMC-ODS Pilot Program are integrated within our operational practices that include providing a culturally rooted client-centered continuum of care for our communities, foster transparency and accountability, strive to optimize community services to leverage and optimize limited resources, employ evidence based practices to meet the needs of our clients, coordinate services with other community resources and other systems of care; and prioritizing criminal justice involved populations and pregnant and women with dependent children; and meet the ASAM criteria definition of medical necessity for services based on ASAM criteria (acute intoxication and withdrawal, bio-medical conditions and complications, cognitive, behavioral, and emotional conditions, readiness and motivation, relapse, continued use, continued problem, and recovery environment); additionally, four key focus areas are access, quality delivery of services, cost effectiveness, integration and coordination of care. We understand that we must build on the cultural strengths of our clients/families; and demonstrating respect for their culture/traditions includes involving them in decision making and addressing cultural customs in service delivery; we evaluate their experiences through satisfaction surveys, informal feedback sessions, focus groups, exit surveys, evaluation surveys, etc. After we have collected the data we share it with our clients, discuss it, and make appropriate changes and/or revisions. The data collected from these evaluation and QI tools enables us to evaluate our programs, quantifiably measure progress, successes, and make appropriate programmatic adjustments/revisions to ensure that we offer culturally competent, responsive, and effective services delivery.

LC Clinical Supervisors will conduct weekly interdisciplinary clinical meetings; twice a month conduct clinical trainings to increase staff knowledge, skills, and abilities; conduct coaching sessions, individual, and group supervision to address issues and challenges; and conduct trainings regarding addressing staff well-being and healing. The QI Team consist of the Executive Director, MD, LCSWs', RN MSN, Clinical Supervisor and other appropriate staff. The following domains are key areas of focus to assure high quality and appropriate utilization of services: a) treatment content, and process, b) charts, c) facilities, d) staff training, e) client satisfaction, and f) health and safety. Additionally, the QI Team is responsible to assure that LC philosophy, mission, treatment model, and harm reduction are incorporated in all aspects of agency life and that LC adheres to license and certification compliance.

Contractor Name: Latino Commission

Appendix A1

Program Name: Casa Aviva House Perinatal Residential

Contract Term: 07/01/23 – 06/30/24

Funding Source: Perinatal/General Fund

On an annual basis (June of each year) an agency-wide training assessment survey is distributed and completed by all staff. The data is compiled and licensure, certification, new administration standards, clinical, and other requirements are included in the training matrix, as well. A training plan is developed, and a calendar of monthly trainings (clinical, compliance related, and administrative) are scheduled; as well as ASAM and Drug Medi-Cal updates and mandatory trainings.

8. Required Language:

N/A

Contractor Name: Latino Commission

Program Name: Casa Ollin Adult Male Residential

Appendix A-2

Contract Term: 07/01/23 – 06/30/24

Funding Source: CRRSAA Grant/ General Fund

1. Identifiers:

Program Name: Casa Ollin Adult Male Residential

161 Margaret Avenue, San Francisco, CA 94112

Telephone: (415)337- 4065

Facsimile: (415)337- 4067

Website Address: thelatinocommission.org

Contractor Address: 1001 Sneath Lane, Suite 307

City, State, ZIP: San Bruno, CA 94066

Executive Director/Program Director: Debra Camarillo

Telephone: 650-244-1444

Email Address: debra.camarillo@thelatinocommission.org

Program Code(s): 97037

2. Nature of Document:

Original

Second Amendment

Revision to Program Budget (RPB)#1

3. Goal Statement:

To provide Residential Step-Down (RSD) services for adult Latino men.

4. Target Population:

All ethnicities and populations in San Francisco with focused expertise to support the unique cultural needs of Latino substance abusers aged 18-65 years old men who reside in San Francisco who live in a Residential Step-Down (RSD) and who are transitioning to longer term treatment in the community.

5. Modality(s)/Intervention(s)

Please see Appendix B, CRDC page.

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

LC strategy to hire residential program graduates is consistent with peer support principles that include supporting clients in identifying how to access needed resources and advocating for clients, within the program and community; modeling healthy behavior in their own recovery and sharing their stories to inspire clients to achieve their goals; facilitating and encouraging change through realistic outcome driven goals that include education and skills building. Currently 80% of direct services staff are program graduates; the average number of years of experience of direct

services staff members is 10 years; and LC has successfully engaged, treated, and transitioned its clients which is reflected in funding source annual monitoring reports that ranks our treatment programs as meeting and/or exceeding expectation standards

All LC positions have a corresponding position description that delineates duties and responsibilities, minimum qualifications, e.g., licenses, certifications, education, trainings, and other requirements. Only persons who at least meet minimum qualifications are interviewed and reference checks are conducted before an employment offer is made. Therefore, all professional and non-professional staff have the required experience and training necessary to perform the duties and responsibilities of the position for which they are hired.

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

Persons enrolled in this treatment program must be aged 18 to 65, a resident of San Francisco; and; 1) persons who are able to complete addiction and/or mental health treatment, 2) persons who are stepping down from a more intensive level of care, 3) those persons who are in early stages of change and not yet ready to commit to full recovery, and 4) those persons who have achieved stability in recovery

C. Service delivery model

LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment must be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy).

Treatment Planning: Upon enrollment in the program each client will complete an assessment/intake process, conducted by a Certified SUD Counselor; each client will also be seen by the Medical Director for a health screening (that includes a general health check-in including but not limited to: health questionnaire, blood pressure, heart and pulse rate check, review of medications; and staff sets appointment dates for physicals and TB testing etc.) and coordinates with the program's interdisciplinary clinical team utilization reviews (key areas of focus to assure high quality and appropriate utilization of services include: treatment content and process, charts, facilities, staff training, client satisfaction, and health and safety) for all client file and signs off on all treatment plans of care, and consultations, as needed. In the event of an emergency a poster is placed on the agency front door that delineates emergency protocols; and the agency telephone voicemail message includes emergency protocols. Staff develops with the client a treatment plan of care; and the focus of the plan of care will be client-centered and strength based. The plan of

care will include: 1) evaluation of the psycho-social factors in the clients behavior and may include: drug use, medical and dental status, legal status, socio-economic, AOD use and treatment, criminal history, mental health, family reunification goals, psycho-social and psychological matters and educational/vocational goals, 2) realistic outcome client driven goals that directly correspond to problematic areas, 3) specific action steps to be taken by the program (e.g., relapse prevention is interwoven throughout the treatment program and special emphasis is given to identification of triggers and relapse patterns) to accomplish stated goals; additionally, family assessment sessions may be conducted with members of the client's family to better understand the client's ability to participate in treatment, 4) random drug testing, 5) case management services, and 6) target dates for resolution of problematic behaviors, achievement of goals, completion of action steps, completion of treatment, and referrals when appropriate.

Clinical Supervisor will conduct, on a weekly basis, an interdisciplinary clinical meeting that include individual and group supervision, client and peer chart reviews, case management reviews, trainings (twice a month) to increase capacity, address self-care matters, review of clients plans of care to ensure meeting compliance requirements, etc.

Facilities management includes maintaining on site policies and procedures to ensure that the facility complies with all applicable local, state, and federal laws and to ensure that the facility is maintained in a clean, safe, sanitary, and ATOD-free condition.

Hours of Operation: LC will provide Treatment services on an annual basis, 7 days per week/24 hours per day; consistent with ASAM emergency service requirements. Services will be provided a minimum of 9 hours per week, based on individual client needs, that are delineated in each client's treatment plan.

Duration of Services: The desired duration is 180 days and will be extended (once for 90 days) based on medical necessity. Clients are strongly encouraged to complete the program and will be encouraged to enroll in other agency programs and/or other systems of care.

Counseling Services: Individual: One-on-one counseling will be provided to address each client's unique needs and to assist each client to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect each client's behavior, emotions, thinking, and intrapersonal and interpersonal processes. • Group: Group counseling will consist of a combination of psycho-educational and process groups aimed at developing health coping skills, build community, accountability, and knowledge, skills, and abilities; and topics may include pride, respect, dignity, acculturation, reunification, identity, mental health stigma, triggers, relapse prevention, harm reduction, etc.

Family Counseling: Family Counseling assists the client in resolving problems in family and extended family relationships. This forum examines family communication patterns and violence

where present; and helps to educate and assist families in identifying new ways of interacting with each other in a positive manner without displacing cultural values and roles.

Crisis Intervention: Crisis intervention will assist individuals in a crisis situation to restore equilibrium to their bio-psychosocial functioning and to minimize the potential for long-term psychological trauma.

Therapy: All treatment staff is trained to identify mental health disorders common with substance abusers; and all clients have an initial session with the LCSW that includes utilizing EBPs' that address the relationship between PTSD and substance abuse and trauma recovery intervention principles and philosophies; and also may utilize eye movement desensitization and reprocessing (EMDR) therapy (which has been proven highly effective in the treatment of trauma and relief of psychological stress); and if deemed appropriate referrals will be made for mental health services to Mission Mental Health and/or Instituto Familiar de La Raza; these partner service providers understand the cultural context for mental health services; which includes alternative healing practices; and staff will maintain on-going contact with mental health providers and coordinate treatment to ensure integration and client compliance with his/her mental health treatment plan.

Educational Services: Staff will coordinate services for clients who want to participate in ESL classes and prepare for GED examinations.

Vocational Assessment, Counseling and Job Search: Employment is a necessary component of alcohol and other drug treatment, one that decreases the likelihood of relapse to substance use and criminal behavior, supports family reunification, and bolsters the client's self-esteem and psychological well-being; and topics may include career exploration, job seeking skills, completing application forms, interview techniques, role-playing, job etiquette, etc.

Patient Education: 1) Drug and Alcohol: drug and alcohol education provide clients' with a biopsychosocial understanding of alcoholism and addiction. Staff and clients will discuss the harmful effects of alcohol and other drugs with clients presenting oral reports to the group on the drug(s) they abused.

Parenting Education: All clients are required to attend "No Tienes que Saberlo Todo" parenting class. This class focuses on the cultural nuances that come with Latino parenting with an emphasis on the strengths it carries. This is an 18-hour class that consists of six three-hour sessions. The class begins with an orientation and thereafter breaks out into groups which includes addressing parenting styles, child development, family communication, discipline, nutrition and health, exercise, self-esteem, limits and boundaries, impact of substance abuse on children, etc.

Social Skills Training: Life, health, and social skills, training includes addressing personal dress, hygiene, nutrition, AIDS/HIV, completing rental applications, managing money, etc. These skills

are fostered through peer interactions, individual and group counseling, organized workshops, didactic presentations, role-playing, and role training.

New Immigration Laws and Immigrant Groups: Monthly groups are conducted by Centro Legal de La Raza to inform clients and their families of changes in the laws, legal status, and citizenship classes, etc.

Support Groups: AA and NA: Client may select support groups of their choice in the community as they become eligible for passes and privileges.

Transportation Services: Staff will make arrange for clients to be transported to medical, picking up medications, other appointments related their recovery, etc.

Medication: LC does not dispense medication. The MD (for all clients) during health screening reviews all client medications; and we provide information/educational materials for each client regarding medications and treatment interventions; and transportation to attend appointments and to pick up medications. The Certified SUD Counselor and the RN, under the supervision of the MD, will conduct educational groups regarding 1) the impact of medications (e.g., side effects), 2) medications that assist with withdrawal management, transitional medications, and maintenance medications, particular to addiction challenges, such as methadone, buprenorphine, naloxone, naltrexone; and when clients are prescribed new medications and/or change medications each client will meet with the RN to review implications and a wellness check in.

Drug Testing: Drug testing is random, probable cause, and sporadic urine screening: random and mandatory urine testing is to comply with court, probation and/or parole requirements and are carried out as a therapeutic tool in the treatment process.

Case Management: LC case management services are an integral aspect of treatment planning and will be addressed within each client's plan of care to ensure that the needs are addressed and met. The primary case management focus will be to support clients to foster responsibility and self-accountability to achieving health, wellness, and recovery; and the services will be provided by Certified SUD Counselors will include: assessment, periodic reassessment, team coordination, monitoring progress and service delivery, peer support, advocacy, communication with probation/parole officers, housing/employment related services, referrals, etc.

Client Group Council: The Client Group Council meets once a week to discuss issues that emerge living in a treatment facility. Topics include the quality of food, hygiene, recreation, and social activity recommendations. Work assignments are made and questions about privilege may also be discussed. Rule infractions and disciplinary issues are discussed and decided by Council; and the Program Manager addresses more serious infractions.

Referrals: If during treatment, the client has additional needs, efforts will be made to make a referral to the appropriate community partners and/or alternative systems of care.

D. Discharge Planning and exit criteria and process

Culturally, relationships are important and continued interaction is encouraged. The Certified SUD Counselors “keep the door open” for clients and their families after they graduate from treatment. Discharge plans are developed with clients, based on their needs. It needs to be noted that two critical priorities for subject clients are securing housing and employment. Case management support is critical for clients to secure financial stability and permanent housing. Once a client has achieved his/her treatment goals the assigned Certified SUD Counselor will discuss graduation and support structures needed to maintain recovery; and may be linked with other agency services that match their strengths, interests, and long-term goals. If it is determined that the needs of a client cannot be further met by LC, the client will be referred to an appropriate service and the case will be discharged after successful connection with the referral service(s).

E. Program staffing

LC- Casa Ollin has an interdisciplinary team that consists of an MD, LCSW, RN, Certified SUD Counselors and a House Attendant who provide for co-occurring disorder clients therapeutic services (i.e., individual, group, and family counseling, crisis interventions, case management, individual and family therapy, and ancillary services; and maintains clients clinical records: they record clients participation in and responses to treatment, preparation of treatment plans with each client and discharge plans and discharge summaries).

LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies, i.e., Trauma-Focused Seeking Safety, DBT, Psycho-Ed., CBT, and MI.

All staff is trained regarding subject policies and procedures concerning client confidentiality and HIPAA requirements for agency-wide programs; in new employee orientation packets subject policies and procedures are included and each new employee is required to read them, thereafter sign that they have read them and verify that they will adhere to same and provided with a copy of each signed document. Agency-wide quarterly trainings are conducted regarding subject topics, to emphasize the importance of adherence; and copies of these policies and procedures are in LC operational manual and distributed to each employee, as part of their new employee packet; and violation of subject policies may lead to and include termination. Patient consent for treatment services at LC and with other service providers is achieved via motivational interviewing to elicit the confidence and assurance that this is in their best interest to position them to achieve recovery.

F. Vouchers

N/A

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

LC is in the process of updating its evaluation and quality improvement policies and procedures to ensure that our practices and procedures are accurately reflected and demonstrate our compliance with the DMC-ODS pilot evaluation and improvement requirements. Attachment 4 is the draft outline of same. Critical elements of the DMC-ODS Pilot Program are integrated within our operational practices that include providing a culturally rooted client-centered continuum of care for our communities, foster transparency and accountability, strive to optimize community services to leverage and optimize limited resources, employ evidence based practices to meet the needs of our clients, coordinate services with other community resources and other systems of care; and prioritizing criminal justice involved populations and pregnant and women with dependent children; and meet the ASAM criteria definition of medical necessity for services based on ASAM criteria (acute intoxication and withdrawal, bio-medical conditions and complications, cognitive, behavioral, and emotional conditions, readiness and motivation, relapse, continued use, continued problem, and recovery environment); additionally, four key focus areas are access, quality delivery of services, cost effectiveness, integration and coordination of care. We understand that we must build on the cultural strengths of our clients/families; and demonstrating respect for their culture/traditions includes involving them in decision making and addressing cultural customs in service delivery; we evaluate their experiences through satisfaction surveys, informal feedback sessions, focus groups, exit surveys, evaluation surveys, etc. After we have collected the data we share it with our clients, discuss it, and make appropriate changes and/or revisions. The data collected from these evaluation and QI tools enables us to evaluate our programs, quantifiably measure progress, successes, and make appropriate programmatic adjustments/revisions to ensure that we offer culturally competent, responsive, and effective services delivery.

LC Clinical Supervisors will conduct weekly interdisciplinary clinical meetings; twice a month conduct clinical trainings to increase staff knowledge, skills, and abilities; conduct coaching sessions, individual, and group supervision to address issues and challenges; and conduct trainings regarding addressing staff well-being and healing. The QI Team consist of the Executive Director, MD, LCSWs', RN MSN, Clinical Supervisor and other appropriate staff. The following domains are key areas of focus to assure high quality and appropriate utilization of services: a) treatment content, and process, b) charts, c) facilities, d) staff training, e) client satisfaction, and f) health and safety.

Contractor Name: Latino Commission

Program Name: Casa Ollin Adult Male Residential

Appendix A-2

Contract Term: 07/01/23 – 06/30/24

Funding Source: CRRSAA Grant/ General Fund

Additionally, the QI Team is responsible to assure that LC philosophy, mission, treatment model, and harm reduction are incorporated in all aspects of agency life and that LC adheres to license and certification compliance.

On an annual basis (June of each year) an agency-wide training assessment survey is distributed and completed by all staff. The data is compiled and licensure, certification, new administration standards, clinical, and other requirements are included in the training matrix, as well. A training plan is developed and a calendar of monthly trainings (clinical, compliance related, and administrative) are scheduled; as well as ASAM and Drug Medi-Cal updates and mandatory trainings.

9. Required Language:

N/A

Contractor Name: Latino Commission
Program Name: Casa Quetzal Adult Male Residential

Appendix A3
Contract Term: 07/01/23 – 06/30/24
Funding Source: DMC Waiver/General Fund

1. Identifiers:

Program Name: Casa Quetzal Adult Male Residential
635 Brunswick, San Francisco, CA 94112 – Quetzal
Telephone: (415)337- 4065 Facsimile: (415)337- 4067
Website Address: thelatinocommission.org

Contractor Address: 1001 Sneath Lane, Suite 307
City, State, ZIP: San Bruno, CA 94066

Executive Director/Program Director: Debra Camarillo
Telephone: 650-244-1444
Email Address: debra.camarillo@thelatinocommission.org
Program Code(s): 38472

2. Nature of Document:

Original Amendment Two Request for Program Budget (RPB)#1

3. Goal Statement:

To provide residential services for adult Latino men.

4. Target Population:

All ethnicities and populations in San Francisco with focused expertise to support the unique cultural needs of Latino male substance abusers aged 18 – 65, who reside in San Francisco who may be recent immigrants with minimal literacy skills in English or Spanish, with significant trauma histories stemming from their immigration experience and/or community violence, that may present an obstacle to treatment engagement and retention in mainstream “dominant culture-oriented programs.

5. Modality(s)/Intervention(s)

UOS and UDC information is documented on Appendix B, CRDC page.

6. Methodology:

Contractor Name: Latino Commission
Program Name: Casa Quetzal Adult Male Residential

Appendix A3
Contract Term: 07/01/23 – 06/30/24
Funding Source: DMC Waiver/General Fund

A. Outreach, recruitment, promotion, and advertisement

Latino Commission (LC) strategy to hire residential program graduates is consistent with peer support principles that include supporting clients in identifying how to access needed resources and advocating for clients, within the program and community; modeling healthy behavior in their own recovery and sharing their stories to inspire clients to achieve their goals; facilitating and encouraging change through realistic outcome driven goals that include education and skills building. Currently 80% of direct services staff are program graduates; the average number of years of experience of direct services staff members is 10 years; and LC has successfully engaged, treated, and transitioned its clients which is reflected in funding source annual monitoring reports that ranks our treatment programs as meeting and/or exceeding expectation standards

All LC positions have a corresponding position description that delineates duties and responsibilities, minimum qualifications, e.g., licenses, certifications, education, trainings, and other requirements. Only persons who at least meet minimum qualifications are interviewed and reference checks are conducted before an employment offer is made. Therefore, all professional and non-professional staff have the required experience and training necessary to perform the duties and responsibilities of the position for which they are hired.

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

Persons enrolled are 18 to 65, residents of San Francisco, are: 1) persons who can complete addiction and/or mental health treatment, 2) persons who are stepping down from a more intensive level of care, 3) those persons who are in early stages of change and not yet ready to commit to full recovery, and 4) those persons who have achieved stability in recovery. Certified SUD Counselor will conduct a preliminary intake and assessment process with each person. During the intake process if a person is found to need withdrawal management, we will refer him/her to a detox program.

C. Service delivery model

LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment must be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy.

Contractor Name: Latino Commission
Program Name: Casa Quetzal Adult Male Residential

Appendix A3
Contract Term: 07/01/23 – 06/30/24
Funding Source: DMC Waiver/General Fund

Treatment Planning: Upon enrollment in the program each client will complete an assessment/intake process, conducted by a Certified SUD Counselor; each client will also be seen by the Medical Director for a health screening (that includes a general health check-in including but not limited to: health questionnaire, blood pressure, heart and pulse rate check, review of medications; and staff sets appointment dates for physicals and TB testing etc.) and coordinates with the program's interdisciplinary clinical team utilization reviews (key areas of focus to assure high quality and appropriate utilization of services include: treatment content and process, charts, facilities, staff training, client satisfaction, and health and safety) for all client file and signs off on all treatment plans of care, and consultations, as needed. In the event of an emergency a poster is placed on the agency front door that delineates emergency protocols; and the agency telephone voicemail message includes emergency protocols. Staff develops with the client a treatment plan of care; and the focus of the plan of care will be client-centered and strength based. The plan of care will include: 1) evaluation of the psycho-social factors in the clients behavior and may include: drug use, medical and dental status, legal status, socio-economic, AOD use and treatment, criminal history, mental health, family reunification goals, psycho-social and psychological matters and educational/vocational goals, 2) realistic outcome client driven goals that directly correspond to problematic areas, 3) specific action steps to be taken by the program (e.g., relapse prevention is interwoven throughout the treatment program and special emphasis is given to identification of triggers and relapse patterns) to accomplish stated goals; additionally, family assessment sessions may be conducted with members of the client's family to better understand the client's ability to participate in treatment, 4) random drug testing, 5) case management services, and 6) target dates for resolution of problematic behaviors, achievement of goals, completion of action steps, completion of treatment, and referrals when appropriate.

Clinical Supervisor will conduct, on a weekly basis, an interdisciplinary clinical meeting that include individual and group supervision, client and peer chart reviews, case management reviews, trainings (twice a month) to increase capacity, address self-care matters, review of clients plans of care to ensure meeting compliance requirements, etc.

Facilities management includes maintaining on site policies and procedures to ensure that the facility complies with all applicable local, state, and federal laws and to ensure that the facility is maintained in a clean, safe, sanitary, and ATOD-free condition.

Hours of Operation: LC will provide Treatment services on an annual basis, 7 days per week/24 hours per day; consistent with ASAM emergency service requirements

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Duration of Services: The desired duration is 90 days and will be extended (once for 90 days) based on medical necessity. Clients are strongly encouraged to complete the program and will be encouraged to enroll in other agency programs and/or other systems of care.

Counseling Services: Individual: One-on-one counseling will be provided to address each client's unique needs and to assist each client to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect each client's behavior, emotions, thinking, and intrapersonal and interpersonal processes. • Group: Group counseling will consist of a combination of psycho-educational and process groups aimed at developing health coping skills, build community, accountability, and knowledge, skills, and abilities; and topics may include pride, respect, dignity, acculturation, reunification, identity, mental health stigma, triggers, relapse prevention, harm reduction, etc.

Family Counseling: Family Counseling assists the client in resolving problems in family and extended family relationships. This forum examines family communication patterns and violence where present; and helps to educate and assist families in identifying new ways of interacting with each other in a positive manner without displacing cultural values and roles.

Crisis Intervention: Crisis intervention will assist individuals in a crisis to restore equilibrium to their bio-psychosocial functioning and to minimize the potential for long-term psychological trauma.

Therapy: All treatment staff is trained to identify mental health disorders common with substance abusers; and all clients have an initial session with the LCSW that includes utilizing EBPs' that address the relationship between PTSD and substance abuse and trauma recovery intervention principles and philosophies; and also may utilize eye movement desensitization and reprocessing (EMDR) therapy (which has been proven highly effective in the treatment of trauma and relief of psychological stress); and if deemed appropriate referrals will be made for mental health services to Mission Mental Health and/or Instituto Familiar de La Raza; these partner service providers understand the cultural context for mental health services; which includes alternative healing practices; and staff will maintain on-going contact with mental health providers and coordinate treatment to ensure integration and client compliance with his/her mental health treatment plan.

Family/Friends Visit: Times are set aside each Saturday, Sunday, and Holidays for clients, who have completed Phase 1, to receive family members and friends. Alternative visiting schedules will be developed for CPS supervised family visits, individuals facing family emergencies, and other family hardships.

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Educational Services: Staff will coordinate services for clients who want to participate in ESL classes and prepare for GED examinations.

Vocational Assessment, Counseling and Job Search: Employment is a necessary component of alcohol and other drug treatment, one that decreases the likelihood of relapse to substance use and criminal behavior, supports family reunification, and bolsters the client’s self-esteem and psychological well-being; and topics may include career exploration, job seeking skills, completing application forms, interview techniques, role-playing, job etiquette, etc.

Patient Education: 1) Drug and Alcohol: drug and alcohol education provide clients with a biopsychosocial understanding of alcoholism and addiction. Staff and clients will discuss the harmful effects of alcohol and other drugs with clients presenting oral reports to the group on the drug(s) they abused.

Parenting Education: All clients are required to attend “No Tienes que Saberlo Todo” parenting class. This class focuses on the cultural nuances that come with Latino parenting with an emphasis on the strengths it carries. This is an 18-hour class that consists of six three-hour sessions. The class begins with an orientation and thereafter breaks out into groups which includes addressing parenting styles, child development, family communication, discipline, nutrition and health, exercise, self-esteem, limits and boundaries, impact of substance abuse on children, etc.

Social Skills Training: Life, health, and social skills, training includes addressing personal dress, hygiene, nutrition, AIDS/HIV, completing rental applications, managing money, etc. These skills are fostered through peer interactions, individual and group counseling, organized workshops, didactic presentations, role-playing, and role training.

New Immigration Laws and Immigrant Groups: Monthly groups are conducted by Centro Legal de La Raza to inform clients and their families of changes in the laws, legal status, and citizenship classes, etc.

Support Groups: AA and NA: Client may select support groups of their choice in the community as they become eligible for passes and privileges.

Therapeutic Recreational Activities are available for all clients and integrated into the weekly schedule. Clients will develop skills to release stress and maintain physical fitness. Activities may include sports activities, therapeutic art, medicinal drumming, movement, body massage, etc.

Transportation Services: Staff will make arrange for clients to be transported to medical, picking up medications, other appointments related their recovery, etc.

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Medication: LC does not dispense medication. The MD (for all clients) during health screening reviews all client medications; and we provide information/educational materials for each client regarding medications and treatment interventions; and transportation to attend appointments and to pick up medications. The Certified SUD Counselor and the RN, under the supervision of the MD, will conduct educational groups regarding 1) the impact of medications (e.g., side effects), 2) medications that assist with withdrawal management, transitional medications, and maintenance medications, particular to addiction challenges, such as methadone, buprenorphine, naloxone, naltrexone; and when clients are prescribed new medications and/or change medications each client will meet with the RN to review implications and a wellness check in.

Drug Testing: Drug testing is random, probable cause, and sporadic urine screening: random and mandatory urine testing is to comply with court, probation and/or parole requirements and are carried out as a therapeutic tool in the treatment process.

Case Management: LC case management services are an integral aspect of treatment planning and will be addressed within each client's plan of care to ensure that the needs are addressed and met. The primary case management focus will be to support clients to foster responsibility and self-accountability to achieving health, wellness, and recovery; and the services will be provided by Certified SUD Counselors will include: assessment, periodic reassessment, team coordination, monitoring progress and service delivery, peer support, advocacy, communication with probation/parole officers, housing/employment related services, referrals, etc.

Referrals: If during the course of treatment, the client has additional needs, efforts will be made to make a referral to the appropriate community partners and/or alternative systems of care.

D. Discharge Planning and exit criteria and process

Culturally, relationships are important and continued interaction is encouraged. The Certified SUD Counselors “keep the door open” for clients and their families after they graduate from treatment. Discharge plans are developed with clients, based on their needs. It needs to be noted that two critical priorities for subject clients are securing housing and employment. Case management support is critical for clients to secure financial stability and permanent housing. Once a client has achieved his/her treatment goals the assigned Certified SUD Counselor will discuss graduation and support structures needed to maintain recovery; and may be linked with other agency services that match their strengths, interests, and long-term goals. If it is determined that the needs of a client cannot be further met by TLC, the client will be referred to an appropriate service and the case will be discharged after successful connection with the referral service(s).

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E. Program staffing

This program has an interdisciplinary team that consists of a Medical Director, LCSW, RN, Certified SUD Counselors, and 3 Attendants; and we are aligned with community partners and other systems of care to leverage and optimize resources. LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment must be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy).

All staff is trained regarding subject policies and procedures concerning client confidentiality and HIPAA requirements for agency-wide programs; in new employee orientation packets subject policies and procedures are included and each new employee is required to read them, thereafter, sign that they have read them and verify that they will adhere to same and provided with a copy of each signed document. Agency-wide quarterly trainings are conducted regarding subject topics, to emphasize the importance of adherence; and copies of these policies and procedures are in TLC operational manual and distributed to each employee, as part of their new employee packet; and violation of subject policies may lead to and include termination. Patient consent for treatment services at TLC and with other service providers is achieved via motivational interviewing to elicit the confidence and assurance that this is in their best interest to position them to achieve recovery.

F. Vouchers N/A

7. Objectives and Measurements:

“All objectives and descriptions of how objectives will be measured, are contained in the document entitled Adult and Older Adult Performance Objectives FY23-24.”

8. Continuous Quality Improvement:

TLC is in the process of updating its evaluation and quality improvement policies and procedures to ensure that our practices and procedures are accurately reflected and demonstrate our compliance with the DMC-ODS pilot evaluation and improvement requirements. Attachment 4 is the draft outline of same. Critical elements of the DMC-ODS Pilot Program are integrated within our operational

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practices that include providing a culturally rooted client-centered continuum of care for our communities, foster transparency and accountability, strive to optimize community services to leverage and optimize limited resources, employ evidence based practices to meet the needs of our clients, coordinate services with other community resources and other systems of care; and prioritizing criminal justice involved populations and pregnant and women with dependent children; and meet the ASAM criteria definition of medical necessity for services based on ASAM criteria (acute intoxication and withdrawal, bio-medical conditions and complications, cognitive, behavioral, and emotional conditions, readiness and motivation, relapse, continued use , continued problem, and recovery environment); additionally, four key focus areas are access, quality delivery of services, cost effectiveness, integration and coordination of care. We understand that we must build on the cultural strengths of our clients/families; and demonstrating respect for their culture/traditions includes involving them in decision making and addressing cultural customs in service delivery; we evaluate their experiences through satisfaction surveys, informal feedback sessions, focus groups, exit surveys, evaluation surveys, etc. After we have collected the data, we share it with our clients, discuss it, and make appropriate changes and/or revisions. The data collected from these evaluation and QI tools enables us to evaluate our programs, quantifiably measure progress, successes, and make appropriate programmatic adjustments/revisions to ensure that we offer culturally competent, responsive, and effective services delivery.

LC Clinical Supervisors will conduct weekly interdisciplinary clinical meetings; twice a month conduct clinical trainings to increase staff knowledge, skills, and abilities; conduct coaching sessions, individual, and group supervision to address issues and challenges; and conduct trainings regarding addressing staff well-being and healing. The QI Team consist of the Executive Director, MD, LCSWs', RN MSN, Clinical Supervisor, and other appropriate staff. The following domains are key areas of focus to assure high quality and appropriate utilization of services: a) treatment content, and process, b) charts, c) facilities, d) staff training, e) client satisfaction, and f) health and safety. Additionally, the QI Team is responsible to assure that LC philosophy, mission, treatment model, and harm reduction are incorporated in all aspects of agency life and that LC adheres to license and certification compliance.

On an annual basis (June of each year) an agency-wide training assessment survey is distributed and completed by all staff. The data is compiled and licensure, certification, new administration standards, clinical, and other requirements are included in the training matrix, as well. A training plan is developed and a calendar of monthly trainings (clinical, compliance related, and administrative) are scheduled; as well as ASAM and Drug Medi-Cal updates and mandatory trainings.

9. Required Language:

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N/A

Contractor Name: Latino Commission
Program Name: Entre Familia Outpatient

Appendix A4
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Funding Source: CRRSAA Grant /General Fund

1. Identifiers:

Program Name: Entre Familia Outpatient
1001 Sneath Lane, Suite 210
Telephone: (650-244-1444 Facsimile: 650-244-1447
Website Address: thelatinocommission.org

Contractor Address: 1001 Sneath Lane, Suite 307
City, State, ZIP: San Bruno, CA 94066

Executive Director/Program Director: Debra Camarillo
Telephone: 650-244-1444
Email Address: debra.camarillo@thelatinocommission.org
Program Code(s): 0311EF

2. Nature of Document:

Original Second Amendment Revision to Program Budgets (RPB)#1

3. Goal Statement:

To provide Outpatient services for adult Latino men, to reduce drug use, develop healthy stress-management techniques, and encourage ongoing sobriety by establishing a community support system.

4. Target Population:

All ethnicities and populations in San Francisco with focused expertise to support the unique cultural needs of Latino male substance abusers, aged 18 – 65, who reside in San Francisco and who may be recent immigrants with minimal literacy skills in English or Spanish, with significant trauma histories stemming from their immigration experience and/or community violence, which present an obstacle to treatment engagement and retention in mainstream “dominant culture-oriented programs

5. Modality(s)/Intervention(s)

UOS and UDC information is documented on Appendix B, CRDC page.

6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

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Latino Commission (LC) strategy to hire residential program graduates is consistent with peer support principles that include supporting clients in identifying how to access needed resources and advocating for clients, within the program and community; modeling healthy behavior in their own recovery and sharing their stories to inspire clients to achieve their goals; facilitating and encouraging change through realistic outcome driven goals that include education and skills building. Currently 80% of direct services staff are program graduates; the average number of years of experience of direct services staff members is 10 years; and LC has successfully engaged, treated, and transitioned its clients which is reflected in funding source annual monitoring reports that ranks our treatment programs as meeting and/or exceeding expectation standards

All LC positions have a corresponding position description that delineates duties and responsibilities, minimum qualifications, e.g., licenses, certifications, education, trainings, and other requirements. Only persons who at least meet minimum qualifications are interviewed and reference checks are conducted before an employment offer is made. Therefore, all professional and non-professional staff have the required experience and training necessary to perform the duties and responsibilities of the position for which they are hired.

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

Persons enrolled in this treatment program must be aged 18 to 65, a resident of San Francisco; and 1) persons who are able to complete addiction and/or mental health treatment, 2) persons who are stepping down from a more intensive level of care, 3) those persons who are in early stages of change and not yet ready to commit to full recovery, and 4) those persons who have achieved stability in recovery

C. Service delivery model

LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Research has shown that treatment must be linked to an individual belief system and best practices dictate multiple methodologies. Therefore, clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies (i.e., Trauma-Focused Evidence Based Practices: Seeking Safety, Dialectical Behavioral Therapy (DBT), Trauma Informed Practices, Psycho-Education, Cognitive Behavioral Therapy, and Motivational Interviewing Therapy).

Treatment Planning: Upon enrollment in the program each client will complete an assessment/intake process, conducted by a Certified SUD Counselor; each client will also be seen by the Medical Director for a health screening (that includes a general health check-in including but not limited to: health questionnaire, blood pressure, heart and pulse rate check, review of medications; and staff sets appointment dates for physicals and TB testing etc.) and coordinates

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with the program's interdisciplinary clinical team utilization reviews (key areas of focus to assure high quality and appropriate utilization of services include: treatment content and process, charts, facilities, staff training, client satisfaction, and health and safety) for all client file and signs off on all treatment plans of care, and consultations, as needed. In the event of an emergency a poster is placed on the agency front door that delineates emergency protocols; and the agency telephone voicemail message includes emergency protocols. Staff develops with the client a treatment plan of care; and the focus of the plan of care will be client-centered and strength based. The plan of care will include: 1) evaluation of the psycho-social factors in the clients behavior and may include: drug use, medical and dental status, legal status, socio-economic, AOD use and treatment, criminal history, mental health, family reunification goals, psycho-social and psychological matters and educational/vocational goals, 2) realistic outcome client driven goals that directly correspond to problematic areas, 3) specific action steps to be taken by the program (e.g., relapse prevention is interwoven throughout the treatment program and special emphasis is given to identification of triggers and relapse patterns) to accomplish stated goals; additionally, family assessment sessions may be conducted with members of the client's family to better understand the client's ability to participate in treatment, 4) random drug testing, 5) case management services, and 6) target dates for resolution of problematic behaviors, achievement of goals, completion of action steps, completion of treatment, and referrals when appropriate.

Clinical Supervisor will conduct, on a weekly basis, an interdisciplinary clinical meeting that include individual and group supervision, client and peer chart reviews, case management reviews, trainings (twice a month) to increase capacity, address self-care matters, review of clients plans of care to ensure meeting compliance requirements, etc.

Facilities management includes maintaining on site policies and procedures to ensure that the facility complies with all applicable local, state, and federal laws and to ensure that the facility is maintained in a clean, safe, sanitary, and ATOD-free condition.

Hours of Operation: This program's standard schedule is Monday through Friday, from 8 AM to 7 PM.

Duration of Services: The desired duration is 90 days and will be extended (once for 90 days) based on medical necessity. Clients are strongly encouraged to complete the program and will be encouraged to enroll in other agency programs and/or other systems of care.

Counseling Services: Individual: One-on-one counseling will be provided to address each client's unique needs and to assist each client to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect each client's behavior, emotions, thinking, and intrapersonal and interpersonal processes. • Group: Group counseling will consist of a combination of psycho-educational and process groups aimed at developing health coping skills, build community,

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accountability, and knowledge, skills, and abilities; and topics may include pride, respect, dignity, acculturation, reunification, identity, mental health stigma, triggers, relapse prevention, harm reduction, etc.

Family Counseling: Family Counseling assists the client in resolving problems in family and extended family relationships. This forum examines family communication patterns and violence where present; and helps to educate and assist families in identifying new ways of interacting with each other in a positive manner without displacing cultural values and roles.

Crisis Intervention: Crisis intervention will assist individuals in a crisis to restore equilibrium to their bio-psychosocial functioning and to minimize the potential for long-term psychological trauma.

Therapy: All treatment staff is trained to identify mental health disorders common with substance abusers; and all clients have an initial session with the LCSW that includes utilizing EBPs' that address the relationship between PTSD and substance abuse and trauma recovery intervention principles and philosophies; and also may utilize eye movement desensitization and reprocessing (EMDR) therapy (which has been proven highly effective in the treatment of trauma and relief of psychological stress); and if deemed appropriate referrals will be made for mental health services to Mission Mental Health and/or Instituto Familiar de La Raza; these partner service providers understand the cultural context for mental health services; which includes alternative healing practices; and staff will maintain on-going contact with mental health providers and coordinate treatment to ensure integration and client compliance with his/her mental health treatment plan.

Educational Services: Staff will coordinate services for clients who want to participate in ESL classes and prepare for GED examinations.

Vocational Assessment, Counseling and Job Search: Employment is a necessary component of alcohol and other drug treatment, one that decreases the likelihood of relapse to substance use and criminal behavior, supports family reunification, and bolsters the client's self-esteem and psychological well-being; and topics may include career exploration, job seeking skills, completing application forms, interview techniques, role-playing, job etiquette, etc.

Patient Education: 1) Drug and Alcohol: drug and alcohol education provide clients with a biopsychosocial understanding of alcoholism and addiction. Staff and clients will discuss the harmful effects of alcohol and other drugs with clients presenting oral reports to the group on the drug(s) they abused.

Parenting Education: All clients are required to attend "No Tienes que Saberlo Todo" parenting class. This class focuses on the cultural nuances that come with Latino parenting with an emphasis on the strengths it carries. This is an 18-hour class that consists of six three-hour sessions. The

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class begins with an orientation and thereafter breaks out into groups which includes addressing parenting styles, child development, family communication, discipline, nutrition and health, exercise, self-esteem, limits and boundaries, impact of substance abuse on children, etc.

Social Skills Training: Life, health, and social skills, training includes addressing personal dress, hygiene, nutrition, AIDS/HIV, completing rental applications, managing money, etc. These skills are fostered through peer interactions, individual and group counseling, organized workshops, didactic presentations, role-playing, and role training.

New Immigration Laws and Immigrant Groups: Monthly groups are conducted by Centro Legal de La Raza to inform clients and their families of changes in the laws, legal status, and citizenship classes, etc.

Support Groups: AA and NA: Client may select support groups of their choice in the community as they become eligible for passes and privileges.

Medication: LC does not dispense medication. The MD (for all clients) during health screening reviews all client medications; and we provide information/educational materials for each client regarding medications and treatment interventions; and transportation to attend appointments and to pick up medications. The Certified SUD Counselor and the RN, under the supervision of the MD, will conduct educational groups regarding 1) the impact of medications (e.g., side effects), 2) medications that assist with withdrawal management, transitional medications, and maintenance medications, particular to addiction challenges, such as methadone, buprenorphine, naloxone, naltrexone; and when clients are prescribed new medications and/or change medications each client will meet with the RN to review implications and a wellness check in.

Drug Testing: Drug testing is random, probable cause, and sporadic urine screening: random and mandatory urine testing is to comply with court, probation and/or parole requirements and are carried out as a therapeutic tool in the treatment process.

Case Management: LC case management services are an integral aspect of treatment planning and will be addressed within each client's plan of care to ensure that the needs are addressed and met. The primary case management focus will be to support clients to foster responsibility and self-accountability to achieving health, wellness, and recovery; and the services will be provided by Certified SUD Counselors will include assessment, periodic reassessment, team coordination, monitoring progress and service delivery, peer support, advocacy, communication with probation/parole officers, housing/employment related services, referrals, etc.

Referrals: If during treatment, the client has additional needs, efforts will be made to make a referral to the appropriate community partners and/or alternative systems of care.

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D. Discharge Planning and exit criteria and process

Culturally, relationships are important and continued interaction is encouraged. The Certified SUD Counselors “keep the door open” for clients and their families after they graduate from treatment. Discharge plans are developed with clients, based on their needs. It needs to be noted that two critical priorities for subject clients are securing housing and employment. Case management support is critical for clients to secure financial stability and permanent housing. Once a client has achieved his/her treatment goals the assigned Certified SUD Counselor will discuss graduation and support structures needed to maintain recovery; and may be linked with other agency services that match their strengths, interests, and long-term goals. If it is determined that the needs of a client cannot be further met by TLC, the client will be referred to an appropriate service and the case will be discharged after successful connection with the referral service(s).

E. Program staffing

Entre Familia Outpatient has an interdisciplinary team that consists of an MD, LCSW, RN, Certified SUD Counselors and a House Attendant who provide for co-occurring disorder clients therapeutic services (i.e., individual, group, and family counseling, crisis interventions, case management, individual and family therapy, and ancillary services; and maintains clients clinical records: they record clients participation in and responses to treatment, preparation of treatment plans with each client and discharge plans and discharge summaries).

LC will provide a culturally rooted treatment program that includes indigenous teachings and practices and cultural reaffirmation principles; as well as employing strength based, client-centered, and bio-psychosocial intervention strategies. Clients will participate in traditional and non-traditional counseling and therapies that utilizes multiple methodologies, i.e., Trauma-Focused Seeking Safety, DBT, Psycho-Ed., CBT, and MI.

All staff is trained regarding subject policies and procedures concerning client confidentiality and HIPAA requirements for agency-wide programs; in new employee orientation packets subject policies and procedures are included and each new employee is required to read them, thereafter sign that they have read them and verify that they will adhere to same and provided with a copy of each signed document. Agency-wide quarterly trainings are conducted regarding subject topics, to emphasize the importance of adherence; and copies of these policies and procedures are in LC operational manual and distributed to each employee, as part of their new employee packet; and violation of subject policies may lead to and include termination. Patient consent for treatment services at LC and with other service providers is achieved via motivational interviewing to elicit the confidence and assurance that this is in their best interest to position them to achieve recovery.

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F. Vouchers
 N/A

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

TLC is in the process of updating its evaluation and quality improvement policies and procedures to ensure that our practices and procedures are accurately reflected and demonstrate our compliance with the DMC-ODS pilot evaluation and improvement requirements. Attachment 4 is the draft outline of same. Critical elements of the DMC-ODS Pilot Program are integrated within our operational practices that include providing a culturally rooted client-centered continuum of care for our communities, foster transparency and accountability, strive to optimize community services to leverage and optimize limited resources, employ evidence based practices to meet the needs of our clients, coordinate services with other community resources and other systems of care; and prioritizing criminal justice involved populations and pregnant and women with dependent children; and meet the ASAM criteria definition of medical necessity for services based on ASAM criteria (acute intoxication and withdrawal, bio-medical conditions and complications, cognitive, behavioral, and emotional conditions, readiness and motivation, relapse, continued use , continued problem, and recovery environment); additionally, four key focus areas are access, quality delivery of services, cost effectiveness, integration and coordination of care. We understand that we must build on the cultural strengths of our clients/families; and demonstrating respect for their culture/traditions includes involving them in decision making and addressing cultural customs in service delivery; we evaluate their experiences through satisfaction surveys, informal feedback sessions, focus groups, exit surveys, evaluation surveys, etc. After we have collected the data, we share it with our clients, discuss it, and make appropriate changes and/or revisions. The data collected from these evaluation and QI tools enables us to evaluate our programs, quantifiably measure progress, successes, and make appropriate programmatic adjustments/revisions to ensure that we offer culturally competent, responsive, and effective services delivery.

LC Clinical Supervisors will conduct weekly interdisciplinary clinical meetings; twice a month conduct clinical trainings to increase staff knowledge, skills, and abilities; conduct coaching sessions, individual, and group supervision to address issues and challenges; and conduct trainings regarding addressing staff well-being and healing. The QI Team consist of the Executive Director, MD, LCSWs’, RN MSN, Clinical Supervisor, and other appropriate staff. The following domains are key areas of focus to assure high quality and appropriate utilization of services: a) treatment content, and process, b) charts, c) facilities, d) staff training, e) client satisfaction, and f) health and safety. Additionally, the QI Team is responsible to assure that LC philosophy, mission, treatment model, and

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Funding Source: CRRSAA Grant /General Fund

harm reduction are incorporated in all aspects of agency life and that LC adheres to license and certification compliance.

On an annual basis (June of each year) an agency-wide training assessment survey is distributed and completed by all staff. The data is compiled and licensure, certification, new administration standards, clinical, and other requirements are included in the training matrix, as well. A training plan is developed, and a calendar of monthly trainings (clinical, compliance related, and administrative) are scheduled; as well as ASAM and Drug Medi-Cal updates and mandatory trainings.

9. Required Language:
N/A

Appendix B Calculation of Charges

1. Method of Payment

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

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

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

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

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

B. Final Closing Invoice

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

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

(2) For contracted services reimbursable by Cost Reimbursement:

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

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

D. Upon the effective date of this Agreement, and contingent upon prior approval by the CITY’S Department of Public Health of an invoice or claim submitted by Contractor, and of each year’s revised Appendix A (Description of Services) and each year’s revised Appendix B (Program Budget and Cost

Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and Mental Health Service Act (Prop 63) portions of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. Program Budgets and Final Invoice

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

- Appendix B-1 – Casa Aviva Perinatal Residential
- Appendix B-2 – Casa Ollin Adult Male Residential
- Appendix B-3 – Casa Quetzal Adult Male Residential
- Appendix B-4 –Entre Familia Outpatient

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$956,590** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in Section 3.7 section of this Agreement.

- (1). Estimated Funding Allocations

July 1, 2018 to June 30, 2019	\$ 486,337
July 1, 2019 to June 30, 2020	\$ 1,735,492
July 1, 2020 to June 30, 2021	\$ 1,797,922
July 1, 2021 to June 30, 2022	\$ 1,860,192
July 1, 2022 to June 30, 2023	\$ 2,012,340
July 1, 2023 to June 30, 2024	\$ 2,063,284
July 1, 2024 to June 30, 2025	\$ 2,126,163
July 1, 2025 to June 30, 2026	\$ 2,227,156
July 1, 2026 to June 30, 2027	\$ 2,332,946
SubTotal July 1, 2018 to June 30, 2027	\$ 16,641,832
Contingency	\$956,590
TOTAL July 1, 2018 to June 30, 2027	\$ 17,598,422

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number		N/A		Document Date		7/1/2023		Appendix B, Page 1	
Legal Entity Name/Contractor Name		Latino Commission on Alcohol and Drug Abuses Services of San Mateo County, Inc.		Fiscal Year		2022-2023			
Contract ID Number		1000011177		Funding Notification Date		4/7/2022			
Appendix Number	B-#1	B-#2	B-#3	B-#4					
Provider Number	383893	388919	383847	380311					
Program Name	Aviva House Perinatal Residential	Casa Ollin Adult Male Residential	Casa Quetzal Adult Male Residential	Entre Familia Outpatient					
Program Code	3893AHR	97037	3847CQR	0311EF					
Funding Term	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023					
FUNDING USES									TOTAL
Salaries	325,974	273,799	294,074	74,672					968,519
Employee Benefits	97,792	82,140	88,222	22,402					290,556
Subtotal Salaries & Employee Benefits	423,766	355,939	382,296	97,074					1,259,075
Operating Expenses	116,450	185,813	166,905	21,620					490,788
Capital Expenses	-	-	-	-					-
Subtotal Direct Expenses	540,216	541,752	549,201	118,694					1,749,863
Indirect Expenses	81,033	81,262	82,380	17,803					262,478
Indirect %	15.0%	15.0%	15%	15.0%					15%
TOTAL FUNDING USES	621,249	623,014	631,581	136,496					2,012,340
							Employee Benefits Rate		30%
BHS MENTAL HEALTH FUNDING SOURCES									
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BHS SUD FUNDING SOURCES									
Federal SABG CRRSAA Grant, CFDA 93.959		286,115							\$ 286,115
SUD Fed Perinatal DMC FFP, CFDA 93.778	\$ 61,416								\$ 61,416
SUD Fed DMC FFP, CFDA 93.778	\$ 61,416		\$ 131,938	\$ 12,188					\$ 205,542
SUD State DMC				\$ 6,562					\$ 6,562
SUD State General Fund (ODS Waiver)	\$ 33,070		\$ 71,043						\$ 104,113
SUD County General Fund	\$ 407,253	313,598	\$ 404,791	\$ 37,732					\$ 1,163,374
SUD State Perinatal DMC	\$ 33,070								\$ 33,070
SUD County General Fund (COB)	25,024	23,301	23,809	2,274					74,408
									\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ 621,249	623,014	\$ 631,581	\$ 58,756	\$ -	\$ -	\$ -	\$ -	\$ 1,934,600
OTHER DPH FUNDING SOURCES									
BH MC County Prop C Homeless Services				\$ 77,740					\$ 77,740
									\$ -
									\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ 77,740	\$ -	\$ -	\$ -	\$ -	\$ 77,740
TOTAL DPH FUNDING SOURCES	\$ 621,249	\$ 623,014	\$ 631,581	\$ 136,496	\$ -	\$ -	\$ -	\$ -	\$ 2,012,340
NON-DPH FUNDING SOURCES									
									\$ -
									\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 621,249	\$ 623,014	\$ 631,581	\$ 136,496	\$ -	\$ -	\$ -	\$ -	\$ 2,012,340
Prepared By	Rosario Zatarain			Phone Number 650-244-0306					

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

DHCS Legal Entity Number N/A		Provider Name Latino Commission on Alcohol and Drug Abuses Services of San Mateo County, Inc.				Appendix Number	B-#1
Provider Number 383893		Contract ID Number 1000011177				Page Number	1
						Fiscal Year	2022-2023
						Funding Notification Date	4/7/2022
Program Name		Aviva House Perinatal Residential					
Program Code		3893AHR	3893AHR				
Mode/SFC (MH) or Modality (SUD)		ODS-112	Res-58				
Service Description		Residential 3.1	ODS Room & Board, Residential Treatment				
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/22-06/30/23	07/01/22-06/30/23				
FUNDING USES							TOTAL
Salaries & Employee Benefits		\$ 296,847	\$ 126,919				423,769
Operating Expenses		\$ 57,543	\$ 58,907				116,450
Capital Expenses							0
Subtotal Direct Expenses		354,390.00	185,826.00				540,216
Indirect Expenses		53,159.00	27,874.00				81,033
Indirect %		15.0%	15.0%				15%
TOTAL FUNDING USES		\$ 407,549	\$ 213,700				621,249
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity					
This row left blank for funding sources not in drop-down list							
TOTAL BHS MENTAL HEALTH FUNDING SOURCES							
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity					
Federal SABG CRRSAA Grant, CFDA 93.959		240646-10001-10038321-0001					\$ -
SUD Fed DMC FFP, CFDA 93.778		240646-10000-10001681-0003	\$ 61,416				\$ 61,416
SUD Fed Perinatal DMC FFP, CFDA 93.778		240646-10000-10001681-0003	\$ 61,416				\$ 61,416
SUD State Perinatal DMC		240646-10000-10001681-0003	\$ 33,070				\$ 33,070
SUD State General Fund (ODS Waiver)		240646-10000-10001681-0003	\$ 33,070				\$ 33,070
SUD County General Fund		240646-10000-10001681-0003	\$ 198,558	\$ 208,695			\$ 407,253
SUD County General Fund (CODB)		240646-10000-10001681-0003	\$ 20,019	\$ 5,005			\$ 25,024
This row left blank for funding sources not in drop-down list							
TOTAL BHS SUD FUNDING SOURCES		\$ 407,549	\$ 213,700				\$ 621,249
OTHER DPH FUNDING SOURCES		Dept-Auth-Proj-Activity					
							\$ -
This row left blank for funding sources not in drop-down list							
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -				\$ -
TOTAL DPH FUNDING SOURCES		\$ 407,549	\$ 213,700				\$ 621,249
NON-DPH FUNDING SOURCES							
This row left blank for funding sources not in drop-down list							
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -				\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		407,549	213,700				621,249
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased		6	Inclusive				
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)				
DPH Units of Service		1,752	1,752				
Unit Type		Day	Bed Days				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 232.62	\$ 121.97				
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 232.62	\$ 121.97				
Published Rate (Medi-Cal Providers Only)		\$ 232.62					
Unduplicated Clients (UDC)		18	Inclusive				18
							Total UDC

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 100001177
 Program Name Aviva House Perinatal Residential
 Program Code 3893AHR, 3893PNR

Appendix Number B-1
 Page Number 3
 Fiscal Year 2022-2023
 Funding Notification Date 4/7/2022

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003 (ODS-112) 3893AHR	240646-10000-10001681-0003 (Room & Board) RES-58		
Funding Term	(07/01/22-06/30/23):	(07/01/22-06/30/23):	(07/01/22-06/30/23):		
Rent	\$ 17,247	\$ 5,205	\$ 12,042		
Utilities (telephone, electricity, water, gas)	\$ 20,909	\$ 7,518	\$ 13,391		
Building Repair/Maintenance	\$ 8,937	\$ 3,765	\$ 5,172		
Occupancy Total:	\$ 47,093	\$ 16,488	\$ 30,605		
Office Supplies	\$ 3,757	\$ 2,777	\$ 980		
Photocopying	\$ -	\$ -	\$ -		
Program Supplies/ Household supplies	\$ 2,096	\$ 1,397	\$ 699		
Computer Hardware/Software	\$ 1,500	\$ 1,050	\$ 450		
Materials & Supplies Total:	\$ 7,353	\$ 5,224	\$ 2,129		
Training/Staff Development	\$ 1,500	\$ 1,050	\$ 450		
Insurance	\$ 6,343	\$ 5,019	\$ 1,324		
Professional License	\$ -	\$ -	\$ -		
Permits	\$ 787	\$ 551	\$ 236		
Equipment Lease & Maintenance	\$ 2,007	\$ 1,586	\$ 421		
General Operating Total:	\$ 10,637	\$ 8,206	\$ 2,431		
Local Travel	\$ 2,150	\$ 1,690	\$ 460		
Out-of-Town Travel	\$ 1,497	\$ 1,050	\$ 447		
Field Expenses	\$ -	\$ -	\$ -		
Staff Travel Total:	\$ 3,647	\$ 2,740	\$ 907		
Therapist: Rebeca Baculpo Conducts staff training, provides program support and client consultation: The hourly rate is \$110 per hour, average 2.33 per week at 48 weeks during the fiscal year (\$110 x 111.84 hours = \$12,302.40 (111.84 hours= 2.33 x 48)	\$ 12,303	\$ 7,657	\$ 4,646		
Therapist: Luis Ciprez Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 1.78 per week at 48 weeks during the fiscal year (\$100 x 85.66 hours = \$8,566. (85.66 hours= 1.78 x 48)	\$ 8,566	\$ 3,504	\$ 5,062		
Therapist: Eleana Coll Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 0.31 per week at 48 weeks during the fiscal year (\$100 x 15 hours = \$1,500. (15 hours=0.31 x 48)	\$ 1,500	\$ 1,056	\$ 444		
Medical Director: Dr. John Christian O'Neil: Provides medical services, support and client consultation: The Hourly rate is \$125 per hour, average 1.16 per week at 48 weeks during the fiscal year (\$125 x 56 hours = \$7,000. (56 hours= 1.16 x 48)	\$ 7,000	\$ 1,064	\$ 5,936		
Body Healer: Akiyo Mineo-Aldis: Provides Body Manipulation to clients in early recovery to reduce stress and help in alcohol and drug detoxification: The hourly rate is \$60 per hour, average 2.1 hours per week at 16 weeks during the fiscal year (\$60 x 33.33 hours = \$2,000. (33.33 hours= 2.1 x 16)	\$ 2,000	\$ 200	\$ 1,800		
Consultant/Subcontractor Total:	\$ 31,369	\$ 13,481	\$ 17,888		
Client Transportation/Gas	\$ 2,490	\$ 1,743	\$ 747		
Vehicle Maintenance for van used for clients	\$ 1,000	\$ 790	\$ 210		
Client Drug Testing	\$ 1,500	\$ 1,050	\$ 450		
Client Activities	\$ 1,500	\$ 1,050	\$ 450		
Client Taxi/Vouchers/Bus Passes	\$ 3,000	\$ 1,900	\$ 1,100		
Client Food	\$ 2,498	\$ 1,750	\$ 748		
Client House Supplies/ Small Client furniture	\$ 4,363	\$ 3,121	\$ 1,242		
Other Total:	\$ 16,351	\$ 11,404	\$ 4,947		
TOTAL OPERATING EXPENSE	\$ 116,450	\$ 57,543	\$ 58,907		

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

DHCS Legal Entity Number N/A		Appendix Number B-#2	
Provider Name Latino Commission on Alcohol and Drug Abuses Services of San Mateo County, Inc.		Page Number 1	
Provider Number 388919		Fiscal Year 2022-2023	
Contract ID Number 1000011177		Funding Notification Date 4/7/2022	
Program Name Casa Ollin Adult Male Residential			
Program Code	97037	97037	
Mode/SFC (MH) or Modality (SUD)	Res-59	Res-59	
Service Description	ODS Room & Board Recovery Residences	ODS Room & Board Recovery Residences	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/2022-06/30/2023	07/01/2022-12/31/2022	
FUNDING USES			TOTAL
Salaries & Employee Benefits	184,648	171,291	355,939
Operating Expenses	108,308	77,505	185,813
Capital Expenses	-	-	-
Subtotal Direct Expenses	292,956	248,796	541,752
Indirect Expenses	43,943	37,319	81,262
Indirect %	15.0%	15.0%	15.0%
TOTAL FUNDING USES	336,899	286,115	623,014
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
This row left blank for funding sources not in drop-down list			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$	-	
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
Federal SABG CRRSAA Grant, CFDA 93.959	240646-10001-10038563-0001	\$ 286,115	\$ 286,115
SUD County General Fund	240646-10000-10001681-0003	\$ 313,598	\$ 313,598
SUD County General Fund (CODB)	240646-10000-10001681-0003	\$ 23,301	\$ 23,301
			\$ -
			\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ 336,899	\$ 286,115	\$ - \$ 623,014
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity		
			\$ -
This row left blank for funding sources not in drop-down list			
TOTAL OTHER DPH FUNDING SOURCES	\$	-	\$ - \$ -
TOTAL DPH FUNDING SOURCES	\$ 336,899	\$ 286,115	\$ - \$ 623,014
NON-DPH FUNDING SOURCES			
This row left blank for funding sources not in drop-down list			
TOTAL NON-DPH FUNDING SOURCES	\$	-	\$ - \$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	336,899	286,115	- 623,014
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased	12		
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service	1,968	1,672	
Unit Type	Bed Days		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 171.15	\$ 171.15	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 171.15	\$ 171.15	
Published Rate (Medi-Cal Providers Only)			Total UDC
Unduplicated Clients (UDC)	24	Inclusive	24

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 100001177
 Program Name Casa Ollin Adult Male Residential
 Program Code 97037

Appendix Number B-#2
 Page Number 3
 Fiscal Year 2022-2023
 Funding Notification Date 4/7/2022

Expense Categories & Line Items	TOTAL	ODS Room & Board Recovery Residences 240646-10000-10001681- 0003 Res 59	ODS Room & Board Recovery Residences240646-10001- 10038563-0001 Res 59	
Funding Term	(07/01/22-06/30/23):	(07/01/22-06/30/23):	(07/01/22-12/31/22):	
Rent	\$ 121,113	\$ 61,113	\$ 60,000	
Utilities (telephone, electricity, water, gas)	\$ 11,628	\$ 5,814	\$ 5,814	
Building Repair/Maintenance	\$ 4,005	\$ 2,005	\$ 2,000	
Occupancy Total:	\$ 136,746	\$ 68,932	\$ 67,814	
Office Supplies	\$ 2,699	\$ 1,506	\$ 1,193	
Photocopying	\$ -	\$ -	\$ -	
Program Supplies	\$ -	\$ -	\$ -	
Computer Hardware/Software	\$ 400	\$ 200	\$ 200	
Materials & Supplies Total:	\$ 3,099	\$ 1,706	\$ 1,393	
Training/Staff Development	\$ -	\$ -	\$ -	
Insurance	\$ 5,947	\$ 2,975	\$ 2,972	
Professional License	\$ -	\$ -	\$ -	
Permits	\$ -	\$ -	\$ -	
Equipment Lease & Maintenance	\$ 2,038	\$ 1,019	\$ 1,019	
General Operating Total:	\$ 7,985	\$ 3,994	\$ 3,991	
Local Travel	\$ 2,028	\$ 1,014	\$ 1,014	
Out-of-Town Travel	\$ -	\$ -	\$ -	
Field Expenses	\$ -	\$ -	\$ -	
Staff Travel Total:	\$ 2,028	\$ 1,014	\$ 1,014	
Therapist: Rebeca Baculpo Conducts staff training, provides program support and client consultation: The hourly rate is \$110 per hour, average 2.33 per week at 48 weeks during the fiscal year (\$110 x 111.84 hours = \$12,302.40 (111.84 hours= 2.33 x 48)	\$ 12,302	\$ 12,302	\$ -	
Therapist: Luis Ciprez Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 1.78 per week at 48 weeks during the fiscal year (\$100 x 85.66 hours = \$8,566. (85.66 hours= 1.78 x 48)	\$ 8,566	\$ 8,566	\$ -	
Therapist: Eleana Coil Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 0.31 per week at 48 weeks during the fiscal year (\$100 x 15 hours = \$1,500. (15 hours=0.31 x 48)	\$ 1,500	\$ 1,500	\$ -	
Medical Director: Dr. John Christian O'Neil: Provides medical services, support and client consultation: The Hourly rate is \$125 per hour, average 1.16 per week at 48 weeks during the fiscal year (\$125 x 56 hours = \$7000. (56 hours= 1.16 x 48)	\$ 7,000	\$ 7,000	\$ -	
	\$ -	\$ -	\$ -	
Consultant/Subcontractor Total:	\$ 29,368	\$ 29,368	\$ -	
Client Transportation/Gas	\$ -	\$ -	\$ -	
Vehicle Maintenance for van used for clients	\$ -	\$ -	\$ -	
Client Drug Testing	\$ 2,092	\$ 1,046	\$ 1,046	
Client Household Supplies/ Small Client Furniture	\$ 4,495	\$ 2,248	\$ 2,247	
Client Taxi/Vouchers/Bus Passes	\$ -	\$ -	\$ -	
Client Food	\$ -	\$ -	\$ -	
Other Total:	\$ 6,587	\$ 3,294	\$ 3,293	
TOTAL OPERATING EXPENSE	\$ 185,813	\$ 108,308	\$ 77,505	

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

DHCS Legal Entity Number N/A		Appendix Number B-#3	
Provider Name Latino Commission on Alcohol and Drug Abuses Services of San Mateo		Page Number 1	
Provider Number 383847		Fiscal Year 2022-2023	
Contract ID Number 1000011177		Funding Notification Date 4/7/2022	
Program Name Casa Quetzal Adult Male Residential			
Program Code 3847CQR		3847CQR	
Mode/SFC (MH) or Modality (SUD) ODS-112		Res-58	
Service Description ODS Residential 3.1		ODS Room & Board, Residential Treatment	
Funding Term: 07/01/22-06/30/23		07/01/22-06/30/23	
FUNDING USES			TOTAL
Salaries & Employee Benefits	\$ 298,472	\$ 83,824	\$ 382,296
Operating Expenses	\$ 158,074	\$ 8,831	\$ 166,905
Capital Expenses	\$ -		\$ -
Subtotal Direct Expenses	\$ 456,546	\$ 92,655	\$ 549,201
Indirect Expenses	\$ 68,482	\$ 13,898	\$ 82,380
Indirect %	15.0%	15.0%	15.0%
TOTAL FUNDING USES	\$ 525,028	\$ 106,553	\$ 631,581
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
This row left blank for funding sources not in drop-down list			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES			
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
SUD Fed DMC FFP, CFDA 93.778	240646-10000-10001681-0003	\$ 131,938	\$ 131,938
SUD State General Fund (ODS Waiver)	240646-10000-10001681-0003	\$ 71,043	\$ 71,043
SUD County General Fund	240646-10000-10001681-0003	\$ 303,000	\$ 404,791
SUD County General Fund (CODB)	240646-10000-10001681-0003	\$ 19,047	\$ 23,809
This row left blank for funding sources not in drop-down list			
TOTAL BHS SUD FUNDING SOURCES	\$ 525,028	\$ 106,553	\$ - \$ 631,581
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity		
This row left blank for funding sources not in drop-down list			
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 525,028	\$ 106,553	\$ - \$ 631,581
NON-DPH FUNDING SOURCES			
This row left blank for funding sources not in drop-down list			
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	525,028	106,553	- 631,581
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased		8	Inclusive
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)
DPH Units of Service		2,320	2,320
Unit Type		Day	Bed Days
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		\$ 226.31	\$ 45.93
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 226.31	\$ 45.93
Published Rate (Medi-Cal Providers Only)		\$ 226.31	
Unduplicated Clients (UDC)		24	Inclusive Inclusive 24
			Total UDC

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number	1000011177	Appendix Number	B-#3
Program Name	Casa Quetzal Adult Male Residential	Page Number	3
Program Code	3847CQR	Fiscal Year	2022-2023
		Funding Notification Date	4/7/2022

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003 (ODS-112)	240646-10000-10001681-0003 (Room & Board)		
Funding Term	(07/01/22-06/30/23):	(07/01/22-06/30/23):	(07/01/22-06/30/23):		
Rent	\$ 99,626	\$ 98,736	\$ 890		
Utilities (telephone, electricity, water, gas)	\$ 12,384	\$ 12,111	\$ 273		
Building Repair/Maintenance	\$ 1,638	\$ 1,432	\$ 206		
Occupancy Total:	\$ 113,648	\$ 112,279	\$ 1,369		
Office Supplies	\$ 1,907	1,707	200		
Photocopying	\$ -	0	0		
Program Supplies/House Supplies	\$ 4,141	3,929	212		
Computer Hardware/Software	\$ -				
Materials & Supplies Total:	\$ 6,048	\$ 5,636	\$ 412		
Training/Staff Development	\$ 900	\$ 720	\$ 180		
Insurance	\$ 2,945	\$ 2,756	\$ 189		
Professional License	\$ -				
Subscription fee	\$ -				
Equipment Lease & Maintenance	\$ 1,157	\$ 1,056	\$ 101		
General Operating Total:	\$ 5,002	\$ 4,532	\$ 470		
Local Travel	\$ 900	\$ 800	\$ 100		
Out-of-Town Travel	\$ -				
Field Expenses	\$ -				
Staff Travel Total:	\$ 900	\$ 800	\$ 100		
Therapist: Rebeca Baculpo Conducts staff training, provides program support and client consultation: The hourly rate is \$110 per hour, average 2.33 per week at 48 weeks during the fiscal year (\$110 x 111.84 hours = \$12,302.40 (111.84 hours= 2.33 x 48)	\$ 12,302	\$ 11,087	\$ 1,215		
Therapist: Luis Ciprez Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 1.78 per week at 48 weeks during the fiscal year (\$100 x 85.66 hours = \$8,566. (85.66 hours= 1.78 x 48)	\$ 8,566	\$ 7,944	\$ 622		
Therapist: Eleana Coll Conducts staff training, provides program support and client consultation: The hourly rate is \$100 per hour, average 0.31 per week at 48 weeks during the fiscal year (\$100 x 15 hours = \$1,500. (15 hours=0.31 x 48)	\$ 1,500	\$ 1,056	\$ 444		
Medical Director: Dr. John Christian O'Neil: Provides medical services, support and client consultation: The Hourly rate is \$125 per hour, average 1.16 per week at 48 weeks during the fiscal year (\$125 x 56 hours = \$7000. (56 hours= 1.16 x 48)	\$ 7,000	\$ 5,600	\$ 1,400		
Consultant/Subcontractor Total:	\$ 29,368	\$ 25,687	\$ 3,681		
Client Transportation/Gas	\$ 2,000	\$ 1,600	\$ 400		
Vehicle Maintenance for van used for clients	\$ 1,000	\$ 800	\$ 200		
Client Drug Testing	\$ 1,800	\$ 1,540	\$ 260		
Client Activities	\$ 1,250	\$ 1,000	\$ 250		
Client Taxi/Vouchers/Bus Passes	\$ 2,500	\$ 2,200	\$ 300		
Client Food	\$ 3,389	\$ 2,000	\$ 1,389		
Other Total:	\$ 11,939	\$ 9,140	\$ 2,799		
TOTAL OPERATING EXPENSE	\$ 166,905	\$ 158,074	\$ 8,831		

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

DHCS Legal Entity Number N/A						Appendix Number B-#4
Provider Name Latino Commission on Alcohol and Drug Abuses Services of San Mateo County, Inc.						Page Number 1
Provider Number 380311						Fiscal Year 2022-2023
Contract ID Number 100001177						Funding Notification Date 4/7/2022
Program Name Entre Familia Outpatient						JOSE LUIS GUZMAN: Updated Code
Program Code 0311EF		0311EF	0311EF	0311EF	0311EF	
Mode/SFC (MH) or Modality (SUD) ODS-91i		ODS-91g	ODS-91cm	ANC-68		
Service Description ODS OT Individual Counseling		ODS OT Group Counseling	ODS OT Case Management	SA-Ancillary Svcs Case Mgmt		
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	07/01/2022-06/30/2023	
FUNDING USES						TOTAL
Salaries & Employee Benefits		13,317	13,317	11,614	58,825	97,073
Operating Expenses		9,671	1,695	1,479	8,775	21,620
Capital Expenses						0
Subtotal Direct Expenses		22,988	15,012	13,093	67,600	118,693
Indirect Expenses		3,448	2,252	1,963	10,140	17,803
Indirect %		15.0%	15.0%	15%	15%	15%
TOTAL FUNDING USES		26,436	17,264	15,056	77,740	136,496
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity				
This row left blank for funding sources not in drop-down list						
TOTAL BHS MENTAL HEALTH FUNDING SOURCES						
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity				
SUD Fed DMC FFP, CFDA 93.778		240646-10000-10001681-0003	4,396	3,396	4,396	12,188
SUD State DMC		240646-10000-10001681-0003	3,281	1,640	1,640	6,562
SUD County General Fund		240646-10000-10001681-0003	17,487	11,877	8,369	37,732
SUD County General Fund (COB)		240646-10000-10001681-0003	1,272	351	651	2,274
This row left blank for funding sources not in drop-down list						
TOTAL BHS SUD FUNDING SOURCES		\$ 26,436	\$ 17,264	\$ 15,056	\$ -	\$ 58,756
OTHER DPH FUNDING SOURCES		Dept-Auth-Proj-Activity				
BH MC County Prop C Homeless Services		210708-21531-10037397-0007			\$ 77,740	\$ 77,740
This row left blank for funding sources not in drop-down list						\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ 77,740	\$ 77,740
TOTAL DPH FUNDING SOURCES		\$ 26,436	\$ 17,264	\$ 15,056	\$ 77,740	\$ 136,496
NON-DPH FUNDING SOURCES						
This row left blank for funding sources not in drop-down list						\$ -
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		26,436	17,264	15,056	77,740	136,496
BHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased						
SUD Only - Number of Outpatient Group Counseling Sessions						26
SUD Only - Licensed Capacity for Narcotic Treatment Programs						
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service		300	200	200	975	
Unit Type		15 minutes	15 minutes	15 minutes	Hours	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 88.12	\$ 86.32	\$ 75.28	\$ 79.73	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 88.12	\$ 86.32	\$ 75.28	\$ 79.73	
Published Rate (Medi-Cal Providers Only)		\$ 88.12	\$ 86.32	\$ 75.28	\$ 79.73	Total UDC
Unduplicated Clients (UDC)		4	Included	Included		4

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011177
 Program Name Entre Familia Outpatient
 Program Code 0311EF

Appendix Number B-#4
 Page Number 3
 Fiscal Year 2022-2023
 Funding Notification Date 4/7/2022

Expense Categories & Line Items	TOTAL	ODS OT Individual Counseling 246646-10000-10001681-0003	ODS OT Group Counseling 246646-10000-10001681-0003	ODS OT Case Management 246646-10000-10001681-0003	Ancillary Servces210708-21531-10037397-0007
Funding Term	(07/01/22-06/30/23):	(07/01/22-06/30/23):	(07/01/22-06/30/23):	(07/01/22-06/30/23):	(07/01/22-06/30/23):
Rent	\$ 8,923	\$ 5,390	\$ 348	760	\$ 2,425.00
Utilities (telephone, electricity, water, gas)	\$ 4,658	\$ 2,354	\$ 616	533	\$ 1,155.00
Building Repair/Maintenance	\$ -				
Occupancy Total:	\$ 13,581	\$ 7,744	\$ 964	1,293	3,580
Office Supplies	\$ 621				\$ 621.00
Photocopying	\$ -	\$ -			
Program Supplies	\$ 1,004	\$ 510	\$ 146	75	\$ 274.00
Computer Hardware/Software	\$ 3,000				\$ 3,000.00
Materials & Supplies Total:	\$ 4,625	\$ 510	\$ 146	75	3,895
Training/Staff Development	\$ 500				\$ 500.00
Insurance	\$ 2,372	\$ 1,164	\$ 333	75	\$ 800.00
Professional License	\$ -				
Permits	\$ -				
Equipment Lease & Maintenance	\$ 541	\$ 253	\$ 252	36	
General Operating Total:	\$ 3,413	\$ 1,417	\$ 585	111	1,300
Local Travel	\$ -				
Out-of-Town Travel	\$ -				
Field Expenses	\$ -				
Staff Travel Total:	\$ -	\$ -	\$ -	0	
	\$ -				
	\$ -				
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	0	
Other (provide detail):	\$ -				
	\$ -				
	\$ -				
Other Total:	\$ -	\$ -	\$ -	0	0
TOTAL OPERATING EXPENSE	\$ 21,619	9,671	1,695	1,479	8,775

APPENDIX D

Data Access Agreement

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. Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;
 2. Communicating with the SFDPH IT Service Desk;
 3. Providing Agency Data User(s) details to the City;
 4. Ensuring that Agency Data User(s) complete required SFDPH trainings annually;
 5. Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and
 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:

1. Read information displayed or transmitted by the System accurately and completely;
2. Ensure that Agency Data Users are trained on the use of the System;
3. Be responsible for decisions made based on the use of the System;
4. 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;
5. 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;

6. 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;

7. 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.

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.

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. **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.

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.

Attachment 2 to Appendix D

**Protected Information Destruction Order
Purge Certification - Contract ID # 1000011177**

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated August 3, 2022 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

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

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

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

So Certified

Signature

Title:

Date:

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

RECITALS

- A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.
- C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).
- D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.
- E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

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

1. Definitions.

a. Breach means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall

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have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Obligations of Business Associate.

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

b. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to

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accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

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

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

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested

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

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

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

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of

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the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

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

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

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

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

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

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

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

3. Termination.

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

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

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

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

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

4. Amendment to Comply with Law.

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

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5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

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

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

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

I. All Contractors.

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Appendix F
Invoices

Appendix F

Invoice

Contractor shall submit invoices according to the procedures established by the Department of Public Health.

The Invoice Analyst for the City shall email the Contractor the appropriate invoice template to use.

Failure to use the provided invoice template by the City may result in delayed payments.