**File No.** 251133 **Committee Item No.** 8
**Board Item No.** _____

# COMMITTEE/BOARD OF SUPERVISORS

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**Committee:** Budget and Finance Committee **Date** December 10, 2025
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**Completed by:** Brent Jalipa **Date** December 4, 2025
**Completed by:** Brent Jalipa **Date** _____

[Contract Amendment - Bayview Hunters Point Foundation - Mental Health and Substance Abuse Services - Not to Exceed $25,611,719]

**Resolution approving Amendment No. 5 to the agreement between the City and County of San Francisco, acting by and through, the Department of Public Health (DPH), and Bayview Hunters Point Foundation, to provide mental health and substance abuse services, to extend the term by 18 months from December 31, 2026, for a total term of July 1, 2018, through June 30, 2028, and to increase the amount by $7,531,723 for a total not to exceed amount of $25,611,719; and to authorize DPH to enter into amendments or modifications to the agreement that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the agreement or this Resolution.**

WHEREAS, On August 23, 2017, March 24, 2017, and July 20, 2016, respectively, the Department of Public Health (DPH) issued multiple Request for Proposals (RFP-8-2017, RFP 1-2017, and RFP-17-2016) for mental health and substance abuse services; and

WHEREAS, Bayview Hunters Point Foundation submitted a proposal and was the highest ranked proposer; and

WHEREAS, DPH awarded the contract to Bayview Hunters Point Foundation; and

WHEREAS, The contract is consistent with the Civil Service Commission's approval obtained on July 15, 2019, November 5, 2018, and July 15, 2019, respectively, under Personal Service Contract No. 44670-16/17, 46987-16/17, and 40587-17/18; and

WHEREAS, On July 1, 2018, DPH and Bayview Hunters Point Foundation entered into an agreement for mental health and substance abuse services ("Original Agreement"); and

WHEREAS, The Original Agreement has a term of July 1, 2018 through June 30, 2021, and a not to exceed amount of $9,757,806; and

WHEREAS, DPH amended the Original Agreement on May 1, 2021, to extend the term by nine months and to increase the maximum expenditure by $42,307 to $9,800,113 for mental health and substance abuse services (the “First Amendment”); and

WHEREAS, DPH amended the First Amendment on June 1, 2021, to extend the term by one year and three months and to increase the maximum expenditure by $3,689,230 to $13,489,343 for mental health and substance abuse services (the “Second Amendment”); and

WHEREAS, DPH amended the Second Amendment on June 1, 2023, to extend the term by one year and to increase the maximum expenditure by $2,810,657 to $16,300,000 for mental health and substance abuse services (the “Third Amendment”); and

WHEREAS, DPH amended the Third Amendment on July 1, 2024, to extend the term by one year and to increase the maximum expenditure by $500,000 to $16,800,000 for mental health and substance abuse services (the “Fourth Amendment”); and

WHEREAS, DPH amended the Fourth Amendment on July 1, 2025, to extend the term by 18 months, and to increase the maximum expenditure by $1,279,996 to $18,079,996 for mental health and substance abuse services (the “Fifth Amendment”); and

WHEREAS, DPH wishes to amend the agreement by extending the term to June 30, 2028, and increasing the maximum expenditure by $7,531,723 to $25,611,719 (the “Sixth Amendment”); and

WHEREAS, The Sixth Amendment is consistent with the Civil Service Commission’s approval obtained on February 5, 2025, and August 31, 2023, under PSC No. 40587-17/18 and 46987-16/17; and

WHEREAS, Charter, Section 9.118(b), requires Board of Supervisors’ approval by Resolution of any contract which, when entered into, extends over 10 years, and of any contract which, when entered into, costs the City $10,000,000 or more; and

WHEREAS, The proposed amendment contained in File No. 251133, is substantially in final form, with all material terms and conditions included, and only remains to be executed by the parties upon approval of this Resolution; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby approves the amendment in substantially the form contained in File No. 251133; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes DPH to make any modifications to the amendment, prior to its final execution by all parties, that DPH determines, in consultation with the City Attorney, are consistent with this Resolution, in the best interest of the City, do not materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the amendment, and are in compliance with all applicable laws, including City's Charter; and, be it

FURTHER RESOLVED, That within 30 days of the amendment being fully executed by all parties, DPH shall submit to the Clerk of the Board of Supervisors a completely executed copy for inclusion in File No. 251133; this requirement and obligation resides with the Department, and is for purposes of having a complete file only, and in no manner affects the validity of approved amendment.

RECOMMENDED

/s/

Daniel Tsai

Director of Health

| Item 8<br>File 25-1133 | Department:<br>Public Health (DPH) |
|---|---|

## EXECUTIVE SUMMARY

### Legislative Objectives

- The proposed resolution would approve the sixth amendment to DPH's contract with the Bayview Hunters Point Foundation. The proposed amendment extends the contract term by 18 months from December 2026 to June 2028 and increases the contract amount by $7,531,723 for a total not-to-exceed amount of $25,611,719.

### Key Points

- The proposed agreement would continue to fund two outpatient mental health programs for adults and children.
- The provider continues to be on a "Tier 3" status in the Controller's Citywide Nonprofit Monitoring and Capacity Building Program. The provider has made progress in coming into compliance with most issues identified in FY 2023-24 fiscal monitoring. However, Bayview Hunters Point Foundation has not come into compliance on the City's standards on timely completion of financial audits it continues to be designated as a "Tier 3" organization.
- Regarding program outcomes, the provider is meeting client and unit of service targets based on FY 2024-25 data reported by DPH. However, DPH determined that the Adult Outpatient program did not meet performance standards in FY 2023-24 because the program only met three out of seven performance objectives in part because BVHP did not have adequate documentation practices to facilitate performance monitoring, and the program had a low client satisfaction survey return rate.

### Fiscal Impact

- Annual spending for the proposed contract extension is $2.8 million, which is funded by federal funding (33 percent), state funding (17 percent), and the General Fund (50 percent).

### Policy Consideration

- Due to the provider's "Tier 3" designation and the adult program not being performance standards, we recommend the Board of Supervisors continue to remain informed about the progress Bayview Hunters Point Foundation is making to comply with City standards. Based on improved financial performance and management, we recommend approval of the proposed resolution but also recommend that DPH report to the Board of Supervisors on status of the Corrective Action Plan and program performance at the end of Calendar Year 2026.

### Recommendations

- Amend the proposed resolution to correctly refer to the sixth contract amendment.
- Approve the resolution, as amended.

## MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of $10 million or more, or (3) requires a modification of more than $500,000 to such contract is subject to Board of Supervisors approval.

## BACKGROUND

**The Bayview Hunters Point Foundation**

The Bayview Hunters Point Foundation for Community Improvement (BHPF) provides mental health services, substance abuse treatment, preventative programs for youth, and other social services with a focus on residents of the Bayview and Hunters Point neighborhoods.

**Contract History**

In 2018, the City entered into a contract agreement with BVHPF to provide a range of mental health and other social services through June 2021. The agreement was for a total not-to-exceed amount of $9,757,806, and the City retained two one-year options to extend the contract. In 2021, the City amended the contract, extending it for nine months through March 31, 2022 and raising the total not-to-exceed amount to $9,800,113. Because neither the initial agreement nor the 2021 amendment carried a not-to-exceed amount over $10 million, neither required Board approval.

In February 2022, the Board of Supervisors approved the second amendment to the contract agreement, increasing the not to exceed amount to $13,489,343 and extending the term from March 2022 to June 2023 (File 21-1129).

In June 2023, the Board of Supervisors approved the third amendment to the contract, extending the term one year through June 2024 and increasing the contract value to $16,300,000 (File 23-0477). DPH originally requested a two-year extension but agreed to reduce the extension to one year due to low units of services in the contracted programs and the organization's lack of compliance with the City's financial and governance standards.

In July 2024, DPH extended the agreement by one year, through June 2025 and increased the contract value by $500,000 (under the threshold for Board approval).

In May 2024, the Board of Supervisors approved the fifth amendment to contract, extending the term by 18 months from June 2025 to December 2026 and increasing the not to exceed amount to $18,079,996 (File 25-0383). DPH originally requested a three-year extension but agreed to reduce the extension to 18 months due to BVHPF's struggle to meet City standards for financial condition and governance. Although the term of the agreement was extended by 18 months, the increase in the not to exceed amount approved by the Board of Supervisors only funded an additional six months of programming through December 2025.

DPH now proposes to extend the contract by 18 months through June 2028.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the sixth amendment to DPH's contract with the Bayview Hunters Point Foundation. The proposed amendment extends the contract term 18 months from December 2026 to June 2028 and increases the contract value by $7,531,723 for a total not-to-exceed amount of $25,611,719.

**Services Provided**

The proposed contract agreement would continue to fund two mental health services: (1) adult outpatient, and (2) children outpatient.

- **Adult Outpatient**: This program provides individual and group therapy, case management, and crisis intervention targeted at African American and Latino adults living in the southeast portion of the City with a history of poverty, homelessness, family conflict, and substance abuse. Services are provided at the Bayview Hunters Point Foundation at 1625 Carroll Avenue.
- **Children's Outpatient**: This program provides individual and group therapy, case management, and crisis intervention to youth, including African American and Latino youth living in the southeast portion of the City with a history of poverty, homelessness, family conflict, and substance abuse. Services are provided primarily at multiple school sites across the City, and at Bayview Hunters Point Foundation at 1625 Carroll Avenue.

The proposed contract amendment increases the annual client count for the Adult Outpatient program from 177 to 225, and for the Children's Outpatient program from 44 to 80. According to DPH, annual client counts were previously reduced in FY 2024-25 under the fifth amendment to reflect a more realistic goal given the transition to CalAIM, a new State rate structure being implemented across BHS outpatient programs this year. DPH is increasing the annual client counts in FY 2025-26 due to the completion of the State rate structure transition year. The increased client counts more accurately reflect actual service levels in FY 2023-24, during which the adult program served 206 clients and the youth program served 78 clients. The new client counts reflect a decrease of 50 clients for the adult outpatient program and an increase of 20 clients for the children's outpatient program compared to FY 2023-24 levels prior to the transition to the new State rate structure.

**Program Performance**

In 2025, DPH completed FY 2023-24 program monitoring, which included a site visit. The results are summarized in Exhibit 1 below.

**Exhibit 1: Program Monitoring for FY 2023 and FY 2024**

| | Adult Outpatient Program | | Children's Outpatient Program | |
|---|---|---|---|---|
| | FY 2022-23 | FY 2023-24 | FY 2022-23 | FY 2023-24 |
| **Overall Program Rating (1-4)** | 3 | 2 | 3 | 3 |
| **Performance Score** | 73% | 34% | 90% | 73% |
| **Actual/Budgeted Clients** | 71% | 75% | 40% | 130% |
| **Actual/Budgeted Units of Service** | 109% | Exempt[1] | 60% | Exempt[1] |
| **Compliance Score** | 100% | 100% | 83% | 100% |
| **Plan of Action** | No | Yes- Performance Objectives & Client Survey | Yes - client data reporting to DPH | Yes – Performance Objectives |
| **Client Satisfaction Score** | 80% | 70% | 70% | 100% |

Source: DPH

Note: (1) Program was exempt from units of services deliverables for FY 23-24 due to the implementation of the CalAIM behavioral Health Payment Reform and a migration in the Departments electronic health record (EHR) system from Avatar to Epic.

The Adult Outpatient program's overall rating decreased to "2 – Improvement Needed/Below Standards" compared to the prior year's "3 – Acceptable/Meets Standards" (out of a possible 4). The Children's Outpatient program maintained an overall rating or "3 – Acceptable/Meets Standards," consistent with the previous fiscal year.

Both programs saw a decrease in their performance score. The adult program met only three of seven performance objectives, receiving a 34 percent performance score, down from 74 percent in the prior year. The youth program met five of eight performance objectives, receiving a 73 percent performance score, compared to 90 percent in the prior year. According to DPH, the decrease in performance scores was partially attributed to the electronic health record migration from Avatar to Epic in May 2024[1] but the review also highlighted BVHP's need to improve documentation practices. DPH required a plan of action by each program to describe how it is monitoring compliance with DPH documentation requirements in Epic to support meeting performance objectives in FY 2024-25. In January 2025, BVHP began weekly training sessions focused on tracking and entering required documentation in Epic and monthly reviews of all clients to ensure documentation meets standards. The outcome of these monthly reviews is

[1] Because the migration occurred before the end of the fiscal year, DPH was only able to extract client data from Avatar for a portion of the fiscal year, and Epic did not yet have the necessary reports built to capture performance data for the remaining six-week period.

presented in a monthly report to BVHP's Clinical Director, who reported to DPH that he has observed improvement.

The adult program's client satisfaction score also declined. It received a 70 percent client satisfaction score, down from 80 percent in the prior year. This is due to the program's low survey return rate of 16.7 percent. DPH required a Plan of Action for the adult program to increase client participation and a higher survey return rate. In April 2025, BVHP developed a tracking system to monitor client participation in satisfaction survey and followed up with clinicians with lower rates of client participation relative to other staff.

In FY 2023-24, both programs were exempted from the scoring of Units of Service deliverables due to the implementation of CalAIM Behavioral Health Payment Reform and a migration to Epic. However, both programs saw an improvement in budgeted clients served. The Adult Outpatient program served 206/275 budgeted clients (75 percent) and the Children's Outpatient Program served 78/60 budgeted clients (130 percent).

For FY 2024-25, DPH reports that both programs exceeded budgeted clients and service levels. The Adult Outpatient Program provided 3,974 units of service (147 percent of budget) to 244 clients (112 percent of budget), and the Children's Outpatient Program provided 2,666 units of service (148 percent of budget) to 120 clients (273 percent of budget). This data is preliminary and subject to change during the full program monitoring to take place this fiscal year. The full program monitoring process will also assess the program's broader compliance with DPH's policies for behavioral health programs.

**Fiscal and Compliance Monitoring**

The Bayview Hunters Point Foundation has had financial challenges since FY 2018-19. As of September 2025, the City maintained BVHP's status as "Tier 3" in the Controller's Citywide Nonprofit Monitoring and Capacity Building Program Report due to prior invoicing, cash flow, and financial reporting practices that were not compliance with City standards. Under the Controller's non-profit corrective action policy, a Tier 3 designation "identifies serious risk to public funds and client services" and results in mandatory technical assistance. The Controller's Office, Department of Homelessness & Supportive Housing, and Department of Public Health are each providing technical assistance to improve the organization's financial condition and program performance.

The Controller's Office and funding departments conducted regular check-ins to monitor the progress across the corrective action plan. As of November 2025, the funding departments concluded that the agency has met 2 out of 4 items in its Corrective Action Plan: Invoicing and Cash Flow Challenges.

1. **Cash flow challenges:** In November 2025, BVHP provided preliminary unaudited FY 2024-25 financial statements to DPH which showed an improvement in net income and that BVHP was close to a break-even point with revenues nearly equal to expenses. BVHP continues to provide monthly cash analysis to its funding departments, but the funding departments and Controller's Office agreed that the agency has satisfied this item in the Corrective Action Plan and marked it as Completed as of November 2025.

2. **Invoicing to the City:** All City funding departments have noted significant improvement in the timeliness and accuracy of the invoices submitted to the City. City staff tested sample invoices in August 2025 and these invoices met all standards around timeliness and accurate supporting documentation. This item in the Corrective Action Plan was also marked as completed as of November of 2025.
3. **Severe delays in completing financial audits:** The organization has not completed its FY 2022-23 and FY 2023-24 financial audits. The City standard is to have financial audits completed within nine months after the close of the fiscal year. In April 2025, DPH reported that the FY 2022-23 financial audit was expected to be completed in June 2025. As of August 2025, DPH reports that the significant delay in the FY 2021-22 audit, combined with turnover in finance staff, caused subsequent audits to fall behind. DPH acknowledges that it will likely take at least another year for the agency to become fully current on its audits. BVHP management is taking steps to address the delays, including conducting pre-audits, in an effort to catch up. As of December 2025, DPH reports that BVHP has completed the pre-audit process for FY 2022-23 and FY 2023-24 and is currently developing the audit timeline with CPA auditors. Completing a timely audit and with no going concern are the 2 items left in the Corrective Action Plan that have not been completed.

According to a memo from the Controller's Office issued in September 2025, Bayview Hunters Point Foundation will continue in a "Tier 3" status until it submits clean audited financial statements for FY 2023 and 2024.

## FISCAL IMPACT

Exhibit 2 below shows the annual spending on the contract and basis for the $25,611,719 total not to exceed amount.

**Exhibit 2: Contract Agreement Not To Exceed Amount**

| Current Contract | Amount |
|---|---|
| FY 2018-19 | $1,214,293 |
| FY 2019-20 | 2,031,313 |
| FY 2020-21 | 2,327,062 |
| FY 2021-22 | 2,575,401 |
| FY 2022-23 | 2,452,122 |
| FY 2023-24 | 3,100,730 |
| FY 2024-25 | 2,668,509 |
| FY 2025-26 (Jul-Dec) | 1,347,597 |
| Subtotal, Actual and Projected | $17,717,027 |
| **Proposed Amendment** | |
| FY 2025-26 (Jan-Jun) | 1,347,597 |
| FY 2026-27 | 2,757,493 |
| FY 2026-27 | 2,799,357 |
| Subtotal, Proposed Budget | $6,904,447 |
| Contingency (12%) | 990,245 |
| **Proposed Not To Exceed Amount** | **$25,611,719** |

Source: DPH

In FY 2025-26, the Adult Outpatient program is budgeted at $1.47 million and the Children's Outpatient program is budgeted at $1.22 million. Half of the FY 2025-26 budget is funded under the existing contract, and the proposed amendment would fund the second half of the FY 2025-26 budget. The contract funds 10.73 full-time equivalent positions across both programs, a reduction from 14.38 FTE in FY 2024-25. According to DPH, this decrease reflects a reduction in non-billable FTEs, while billable FTEs remain consistent across both years. The FY 2025-26 budget is shown below in Exhibit 3.

**Exhibit 3: FY 2025-26 Budget by Program**

| | Adult Outpatient | Children's Outpatient | Total |
|---|---|---|---|
| Salaries & Benefits | $656,964 | $692,934 | $1,349,898 |
| Operating Expenses | 622,059 | 371,690 | 993,749 |
| *Subconsultants* | *375,000* | *85,000* | *460,000* |
| Indirect Costs (15%) | 191,853 | 159,694 | 351,547 |
| Total | $1,470,876 | $1,224,318 | $2,695,194 |

Source: Proposed Amendment

*Indirect Costs*

The annual budget includes an indirect cost allocation of $351,547, which is equal to 15 percent of the total budget of $2.34 million, including $460,000 for three subconsultants. According to

DPH, this allocation covers shared costs for accounting, payroll, contracts, HR, facilities, IT, executive salaries and benefits, and operating expenses. According to the Controller's Office 2019 Guidelines for Cost Categorization in Nonprofit Contracts and Grants, the first $25,000 of each subcontract can be included in the indirect cost calculation, but additional subcontract expenses beyond $25,000 must be excluded in the indirect cost calculation. If we exclude all but $75,000 of subconsultant expenses from the indirect cost calculation, the indirect cost allocation would be $293,797, which is $57,750 less than the indirect cost allocation of $351,547 included in the budget. We recommend that DPH update the indirect cost calculation in the budget to be consistent with Controller's Office guidelines.

**Funding Sources**

The contract is funded by federal funding (33 percent), state funding (17 percent), and the General Fund (50 percent).

## POLICY CONSIDERATION

As discussed above, the provider has made progress in coming into compliance with the City's fiscal requirements and has resolved most issued identified in FY 2023-24 fiscal monitoring. However, Bayview Hunters Point Foundation has not come into compliance on the City's standards on timely completion of financial audits and continues to be designated as a "Tier 3" organization.

Regarding program outcomes, the grantee is meeting client and unit of service targets based on FY 2024-25 data reported by DPH. However, DPH determined that the Adult Outpatient program did not meet performance standards in FY 2023-24 because the program only met three out of seven performance objectives in part because BVHP did not have adequate documentation practices to facilitate performance monitoring, and the program had a low client satisfaction survey return rate.

Based on improved program and financial performance, DPH is proposing to extend this contract through June 2028. Due to the provider's "Tier 3" designation and the adult program not meeting performance standards, we recommend the Board of Supervisors continue to remain informed about the progress Bayview Hunters Point Foundation is making to comply with City standards. Based on improved financial performance and management, we recommend approval of the proposed resolution but also recommend that DPH report to the Board of Supervisors on status of the Corrective Action Plan and program performance at the end of Calendar Year 2026. Finally, we recommend the Board amend the proposed resolution to correctly refer to the sixth contract amendment (rather than the fifth contract amendment).

DPH notes that this is the only large Bayview-based mental health provider and the behavioral health system of care benefits from having culturally competent providers at scale to serve specific needs of San Francisco's communities. DPH does not have a City-staffed mental health clinic in the Bayview and creating one would likely be more expensive and more time-consuming than the proposed contract. DPH is planning to conclude a re-procurement of all outpatient

services in 2028. That process could be an opportunity to expand the capacity of smaller providers in the Bayview in order to ensure continuity of services in the area.

## RECOMMENDATIONS

1. Amend the proposed resolution to correctly refer to the sixth contract amendment.
2. Approve the resolution, as amended.

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

## Sixth Amendment

THIS **SIXTH** AMENDMENT ("Amendment") is made as of **January 1, 2026** in San Francisco, California, by and between **Bayview Hunters Point Foundation for Community Improvement** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

## Recitals

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

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

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WHEREAS, the scope of services described in Appendix A-1 (Adult Behavioral Health) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 08-2017, issued on August 23, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2028; and

WHEREAS, the scope of services described in Appendix A-3 (Children Outpatient) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 01-2017, re-issued on March 24, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2028; and

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

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WHEREAS, approval for this Amendment was obtained on 2/5/2024 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 which authorizes the award of multiple agreements, the total value of which cannot exceed $438,051,200 and the individual duration of which cannot exceed 156 months; and

WHEREAS, approval for this Amendment was obtained on 8/31/2023 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 46987-16/17

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which authorizes the award of multiple agreements, the total value of which cannot exceed $349,700,000, and the individual duration of which cannot exceed 132 months; and

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WHEREAS, this Amendment is consistent with an approval obtained from the City's Board of Supervisors under [insert resolution number] approved on [insert date of Commission or Board action] in the amount of [insert Dollar Amount] for the period commencing July 1, 2018 and ending June 30, 2028 ; and

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

---

Now, THEREFORE, the parties agree as follows:

## Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2018 between Contractor and City, as amended by the:

| | |
|---|---|
| First Amendment, | dated May 1, 2021 and |
| Second Amendment, | dated June 1, 2021 |
| Third Amendment, | dated June 1, 2023 |
| Fourth Amendment, | dated July 1, 2024. |
| Fifth Amendment, | dated July 1, 2025. |

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

## Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

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

> 2.1 **Term.** The term of this Agreement shall commence on July 1, 2018 and expire on December 31, 2026, unless earlier terminated as otherwise provided herein.

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

> 2.1 **Term.** The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2028, unless earlier terminated as otherwise provided herein.

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

> 3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **Eighteen Million Seventy Nine Thousand Nine Hundred Ninety Six Dollars ($18,079,996)**, the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

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

> 3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **Twenty Five Million Six Hundred Eleven Thousand Seven Hundred Nineteen Dollars ($25,611,719)**, the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

2.3 **Appendices** A-1 and A-3. Appendices A-1 and A-3 are hereby replaced in their entirety by Appendices A-1 and A-3 attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendices A-1 and A-3 in any place, the true meaning shall be Appendices A-1 and A-3 which is a correct and updated version.

2.4 **Appendices B, B-1 and B-3.** Appendices B, B-1 and B-3 are hereby replaced in their entirety by Appendices B, B-1 and B-3 attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendices B, B-1 and B-3 in any place, the true meaning shall be Appendices B, B-1 and B-3 which is a correct and updated version

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

2.6 **Appendix E.** Appendix E, Business Associate Agreement (BAA) is hereby removed from this Agreement as the terms and conditions in this appendix have been determined to not apply to the services provided under this Agreement.

## Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Section 1.10 Confidential Information.** *Section 1.10 of the Agreement is replaced in its entirety to read as follows as a Definition in Article 1*:

**1.10 "Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M). Confidential Information includes, without limitation, City Data.

3.2 **Section 3.7.3 Reserved.** *Section 3.7.3 of the Agreement is replaced in its entirety to read as follows:*

**3.7.3 Reserved.**

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

**4.2 Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

3.4 **Section 4.5 Assignment.** *Section 4.5 of the Agreement is replaced in its entirety to read as follows:*

**4.5 Assignment.** Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

3.5 **Section 10.4 Consideration of Salary History.** *Section 10.4 of the Agreement is replaced in its entirety to read as follows:*

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3.1 **10.4 Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

3.2 **Section 10.11 Limitations on Contributions**. *Section 10.11 of the Agreement is replaced in its entirety to read as follows:*

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

3.3 **Section 10.17 Distribution of Beverages and Water.** *Section 10.17 of the Agreement is replaced in its entirety to read as follows:*

**10.17 Distribution of Beverages and Water.**

10.17.1 **Sugar-Sweetened Beverage Prohibition**. The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City.

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

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

3.4 **Section 13.3** *Business Associates Agreement is replaced in its entirety to read as follows:*

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

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

## Article 4 Effective Date

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

## Article 5 Legal Effect

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

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

CITY
Recommended by:

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

Approved as to Form:

David Chiu
City Attorney

By: _____
Arnulfo Medina
Deputy City Attorney

Approved:

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

By: _____

Name: _____

CONTRACTOR
Bayview Hunters Point Foundation for Community Improvement

DocuSigned by:
James Bouquin 11/7/2025 | 9:58:38 PST
E456A946F9C049D...
James Bouquin
Executive Director

City Supplier number: 0000024522

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# Appendix A
# Scope of Services – DPH Behavioral Health Services

## 1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Janis O'Meara**, 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:

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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.

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(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.

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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, CONTACTOR 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

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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 – Adult Behavioral Health
Appendix A-3 –Children 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.

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1. **Identifiers:**
   Program Name: Adult Behavioral Health
   Program Address, City, State, ZIP: 1625 Carroll Avenue, San Francisco, CA, 94124
   Telephone/FAX: 415-822-7500/415-822-9767
   Website Address: www.bayviewci.org

   Contractor Address, City, State, ZIP **(if different from above)**: Not Applicable

   Executive Director: James Bouquin
   Telephone: 628-336-1971
   Email Address: james.bouquin@bayviewci.org

   Program Director: Eric Anthony Lee
   Telephone: 408-621-4809
   Email Address: eric.lee@bayviewci.org

   Program Code(s) **(if applicable)**: 38513

2. **Nature of Document:**

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

3. **Goal Statement:**
   Bayview Hunters Point Foundation (BVHP) Adult Outpatient program provides mental health services to community members (adults 18 and over) that will support healthy development and increase stability, self-sufficiency and success in community living; we provide mental health services, including assessment (psychosocial assessments, mental health evaluations, plan development, and discharge planning), individual therapy, group therapy, rehabilitation services, targeted case management, crisis intervention, Medication Support services, and outreach/consultation services.

4. **Priority Population:**
   These programs, while open to all populations regardless of race, ethnicity, gender, or other factors, address the unique cultural needs of the targeted population(s) to the extent such populations are identified herein.

   BVHP welcomes and serves all individuals in San Francisco, regardless of race, ethnicity, gender, sexual orientation, or national origin. BVHP has experience and expertise meeting the unique cultural needs of African American and Latino residents in the Southeast neighborhoods of the city who are exposed to trauma, financial stress, homelessness and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. BHVP will continue to serve this population but no one who does not identify as African American or Latino will be turned away due to their race or ethnicity.

   If a particular program is not the best fit, staff will make an appropriate referral either internally or to a co-service provider in San Francisco.

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**5. Modality(s)/Intervention(s):**
**See Appendix B CRDC page**

**6. Methodology:**

A. Outreach, recruitment, promotion, and advertisement

BVHP conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff is also connected with the Bayshore Navigation Center, SAFE Navigation Center, Jelani Residential Family Residential Step-Down Program, Bayview Hills Gardens, Arlington SRO, Candlestick Point Vehicle Triage Center, community partners, and downtown SIP hotels/street outreach to receive referrals to provide service to clients who are being placed in housing in the Southeast neighborhoods.

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

Clients served at BVHP Behavioral Health must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for Medi-Cal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

C. Service delivery model

The BVHP Behavioral Health Department provides outpatient services that are primarily either clinic- or community-based, or in a telehealth format; services can also be delivered (when clinically appropriate) in the field or at a client's residence to improve access to care. The clinic will operate Monday through Friday from 8:00 am to 5:00 pm and clinicians/case managers may provide services up to 8:00 pm for patients unable to access the office or adjust to telehealth services to align with each client's current situation and needs. For all clients, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHP Behavioral Health Department does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment. The clinicians and trainees of BVHP Behavioral Health Department will use evidence-based practices for the treatment of clients, including but not limited to: Motivational Interviewing, Acceptance and Commitment Therapy (ACT), Cognitive Behavioral Therapy (CBT), Insight-Oriented Therapy, Family Systems Therapy, Dialectical Behavior Therapy (DBT), Brief Therapy, Psychoanalytic approaches, and trauma-focused approaches (ex.: Cognitive Processing Therapy (CPT)). These practices align with a commitment to evidence-based culturally competent care, and clinicians and trainees may adapt or expand their repertoire over time based on emerging research and community needs.

Treatment will be administered using the following modalities:
-Assessment
-Individual Therapy
-Group Therapy
-Rehabilitation services
-Targeted case management
-Medication Support services

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-Crisis intervention

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through the use of translation services provided by the Department of Public Health. The BVHP Behavioral Health Department participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes. For client referrals that represent a more critical and immediate need, priority is placed on follow-up and assignment to clinicians.

D. Discharge Planning and exit criteria and process
The exit criteria for BVHP Behavioral Health Department are based upon attainment of the goals and desired outcomes outlined by the client while receiving services. Staff will continually track client progress and will use a step-down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkage to desired resources such as case management, housing support, medical care, and/or vocational training, so that clients have a network of continuous resources.

D. Program staffing

See Appendix B Salaries and Benefits page

The BVHP Behavioral Health Department is staffed with licensed and license-eligible marriage and family therapists, social workers, professional clinical counselors, psychologists, board certified psychiatrists, and clinical case managers. All staff members are dedicated to serving the community and are responsive to issues of ethnicity, culture, language, and gender. Ongoing training and supervision, along with consultation groups, are provided to ensure that clinicians maintain awareness of best practices and competent care. The BVHP Behavioral Health Department is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also re-launching its practicum training program to bring more developing professionals into the community mental health field.

7. **Objectives and Measurements:**
   All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance Objectives.
8. **Continuous Quality Improvement:**
   Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHP Behavioral Health Department abides by the guidelines and mandates as described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.
   1. Achievement of contract performance objectives and productivity

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The BVHP Behavioral Health Department follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to conduct services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Epic reports are meant to provide critical staff and program information related to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If a particular staff member is found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

2. Quality of documentation

The BVHP Behavioral Health Department identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participate in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. All pre-licensed clinicians and trainees receive weekly individual supervision and group supervision from a licensed clinical supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All licensed staff participate in weekly consultation groups to focus on similar elements of client cases. All new staff are subject to ongoing documentation review by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to Medi-Cal standards. Once a staff member no longer requires supervision and monitoring (either because they are licensed or waivered), their notes, assessments, and other work are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency. As of 2021, BVHP Behavioral Health Department resumed the Program Utilization Review Quality Committee (PURQC) delegation which meets for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The department adheres to relevant PURQC guidelines and assures compliance with its mandates and propriety.

3. Cultural Competency

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

4. Client Satisfaction

The BVHP Behavioral Health Department values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff (and clients as applicable). Suggestions provided by clients through this process are reviewed as well and discussed with all staff.



CID#: 1000011308

Docusign Envelope ID: 56CEA9B5-4E60-432D-9FFE-B5F206E91D7E



Suggestions for program changes are implemented as appropriate and feasible so that service outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

5. Timely completion and use of outcome data

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

**9. Required Language:**
Not Applicable

**10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):**
Not Applicable

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1. **Identifiers:**
   Program Name: Children Outpatient
   Program Address, City, State, ZIP: 1625 Carroll Avenue, San Francisco, CA, 94124
   Telephone/FAX: 415-822-7500/415-822-9767
   Website Address: www.bayviewci.org

   Contractor Address, City, State, ZIP **(if different from above)**: Not Applicable

   Executive Director: James Bouquin
   Telephone: 628-336-1971
   Email Address: james.bouquin@bayviewci.org

   Program Director: Eric Anthony Lee
   Telephone: 408-621-4809
   Email Address: eric.lee@bayviewci.org

   Program Code(s) **(if applicable)**:38516 38171

2. **Nature of Document:**

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

3. **Goal Statement:**
   Bayview Hunters Point Foundation (BVHP) Children Outpatient program provides mental health services to young community members (up to the age of 21) and their families that will support healthy development and improve functioning in the home, school, and community. We provide mental health services, including assessment (psychosocial assessments, mental health evaluations, plan development, and discharge planning), individual therapy, group therapy, rehabilitation services, targeted case management, crisis intervention, outreach/consultation services, and medication management.

4. **Priority Population:**
   BVHP welcomes and serves all individuals in San Francisco, regardless of race, ethnicity, gender, sexual orientation, or national origin. BVHP has experience and expertise meeting the unique cultural needs of African American and Latino youth under the age of 18 within SFUSD's Bayview Superintendent Zone who exposed to trauma, financial stress, homelessness and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. The program also has positions funded through the ERMHS service specifically to provide school- based therapy services to students across the SFUSD. BHVP will continue to serve this population but no one who does not identify as African American or Latino will be turned away due to their race or ethnicity.

   BVHP welcomes and serves all ethnicities and populations within San Francisco, with focused expertise BVHP makes every effort to serve all San Franciscans in need. Where a particular program is not the best fit, staff will make an appropriate referral, either internally or to a co-service provider in San Francisco.

5. **Modality(s)/Intervention(s):**
   See Appendix B CRDC page

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## 6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

BVHP conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff are also partnering more closely with local high schools and youth service organizations to encourage access to care.

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

Clients served at BVHP Behavioral Health must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

C. Service delivery model

The BVHP Behavioral Health Department provides outpatient services that are primarily either clinic- or community-based, or in a telehealth format; services can also be delivered (when clinically appropriate) in the field or at a client's residence to improve access to care. The clinic will operate Monday through Friday from 8:00 am to 5:00 pm and clinicians/case managers may provide services up to 8:00 pm for patients unable to access the office or adjust to telehealth services to align with each client's current situation and needs. For all clients, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHP Behavioral Health Department does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHP Behavioral Health Department will use evidence-based practices for the treatment of clients, including but not limited to: Motivational Interviewing, Acceptance and Commitment Therapy (ACT), Cognitive Behavioral Therapy (CBT), Insight-Oriented Therapy, Family Systems Therapy, Dialectical Behavior Therapy (DBT), Brief Therapy, Psychoanalytic approaches, child-centered Play Therapy, Art Therapy, and trauma-focused approaches (ex.: Cognitive Processing Therapy (CPT)). These practices align with a commitment to evidence-based culturally-competent care, and clinicians and trainees may adapt or expand their repertoire over time based on emerging research and community needs.

Treatment will be administered using the following modalities:
-Assessment
-Individual Therapy
-Group Therapy
-Rehabilitation services
-Targeted case management
-Crisis intervention

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through the use of translation services provided by the Department of Public Health.

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

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians.

D. Discharge Planning and exit criteria and process.

The exit criteria for BVHP Behavioral Health Department are based upon attainment of the goals and desired outcomes outlined by the client while receiving services. Staff will continually track client progress and will use a step-down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkage to desired resources such as case management, housing support, medical care, and/or vocational training, so that clients have a network of continuous resources.

E. Program staffing

See Appendix B Salaries and Benefits page

The BVHP Behavioral Health Department is staffed with licensed and license-eligible marriage and family therapists, social workers, professional clinical counselors, psychologists, board certified psychiatrists, and clinical case managers. All staff are dedicated to serving the community and are responsive to issues of ethnicity, culture, language and gender. Ongoing training and supervision, along with consultation groups, are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHP Behavioral Health Department is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also re-launching its practicum training program to bring more developing professionals into the community mental health field.

**7. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance Objectives.

**8. Continuous Quality Improvement:**

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

1. Achievement of contract performance objectives and productivity

The BVHP Behavioral Health Department follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives

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identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Epic reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If a particular staff member is found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

2. Quality of documentation

The BVHP Behavioral Health Department identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participate in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. All pre-licensed clinicians and trainees receive weekly individual supervision and group supervision from a licensed clinical supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All licensed staff participate in weekly consultation groups to focus on similar elements of client cases. All new staff are subject to ongoing documentation review by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to Medi-Cal standards.

Once a staff member no longer requires supervision and monitoring (either because they are licensed or waivered), their notes, assessments, and other work are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency.

As of 2021, BVHP Behavioral Health Department resumed the Program Utilization Review Quality Committee (PURQC) delegation which meets for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The department adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

3. Cultural Competency

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

4. Client Satisfaction

The BVHP Behavioral Health Department values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff (and clients as applicable). Suggestions provided by clients through this process are reviewed as well and discussed with all staff.

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Suggestions for program changes are implemented as appropriate and feasible so that service outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

5. Timely completion and use of outcome data

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

**9. Required Language:**
Not Applicable

**10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):**
Not Applicable

Docusign Envelope ID: 56CEA9B5-4E60-432D-9FFE-B5F206E91D7E

# 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.

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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: | Adult Behavioral Health |
| Appendix B-2: | School-Based Centers (Balboa) – discontinued on 06/30/23 |
| Appendix B-3: | Children Outpatient |
| Appendix B-4: | Dimensions LGBT – discontinued on 06/30/23 |
| Appendix B-5: | Jelani Family Program – discontinued on 06/30/24 |

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **$990,245** 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

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

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

(1). Estimated Funding Allocations

| Contract Term | Estimated Funding Allocation |
|---|---|
| July 1, 2018 to June 30, 2019 | $1,214,293 |
| July 1, 2019 to June 30, 2020 | $2,031,313 |
| July 1, 2020 to June 30, 2021 | $2,249,424 |
| FY20-21 CODB (Direct Voucher) | $77,638 |
| July 1, 2021 to June 30, 2022 | $2,575,401 |
| July 1, 2022 to June 30, 2023 | $2,452,122 |
| July 1, 2023 to June 30, 2024 | $3,100,730 |
| July 1, 2024 to June 30, 2025 | $2,668,509 |
| July 1, 2025 to June 30, 2026 | $2,695,194 |
| July 1, 2026 to June 30, 2027 | $2,757,493 |
| July 1, 2027 to June 30, 2028 | $2,799,357 |
| **Subtotal** | **$24,621,474** |
| Contingency @ 12% (July 1, 2025 to June 30, 2028) | $990,245 |
| **Total Revised Not-to-Exceed Amount** | **$25,611,719** |

**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.

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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.

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

Version Update FY25-26

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DHCS Legal Entity Number | 00341 | | | | | | Appendix B, Page 1 |
| Legal Entity Name/Contractor Name | Bayview Hunters Point Foundation | | | | | Fiscal Year | 2025-2026 |
| Contract ID Number | 1000011308 | | | | | Funding Notification Date | 07/24/25 |
| Appendix Number | B-1 | B-2 | B-# | B-# | B-# | B-# | |
| Provider Number | 3851 | 3851 | | | | | |
| Program Name | Adult Behavioural Health | Children Outpatient | | | | | |
| Program Code RU OR EPIC Bill Area | 38513 | 38516 | | | | | |
| Funding Term | 07/01/25-06/30/26 | 07/01/25-06/30/26 | | | | | |
| **FUNDING USES** | | | | | | | **TOTAL** |
| Salaries | $ 497,700 | $ 524,950 | | | | | **$ 1,022,650** |
| Employee Benefits | $ 159,264 | $ 167,984 | | | | | **$ 327,248** |
| **Subtotal Salaries & Employee Benefits** | **$ 656,964** | **$ 692,934** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,349,898** |
| Operating Expenses | $ 622,059 | $ 371,690 | | | | | **$ 993,749** |
| Capital Expenses | $ - | | | | | | **$ -** |
| **Subtotal Direct Expenses** | **$ 1,279,023** | **$ 1,064,624** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 2,343,647** |
| Indirect Expenses | $ 191,853 | $ 159,694 | | | | | **$ 351,546** |
| Indirect % | **15.0%** | **15.0%** | **0.0%** | **0.0%** | **0.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | **$ 1,470,876** | **$ 1,224,318** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 2,695,194** |
| | | | | | Employee Benefits Rate | | **32.0%** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | | | | | | | |
| MH Adult Fed SDMC FFP | $ 470,922 | | | | | | $ 470,922 |
| MH Adult State 1991 Realignment | $ 154,812 | | | | | | $ 154,812 |
| MH Adult County General Fund | $ 845,142 | | | | | | $ 845,142 |
| | | | | | | | |
| MH CYF Fed SDMC FFP (50%) | | $ 279,261 | | | | | $ 279,261 |
| MH Fed SDMC FFP CYF ERMHS | | $ 150,000 | | | | | $ 150,000 |
| MH State CYF 2011 PSR | | $ 150,485 | | | | | $ 150,485 |
| MH CYF State 2011 PSR ERMHS | | $ 150,000 | | | | | $ 150,000 |
| MH CYF County General Fund | | $ 354,237 | | | | | $ 354,237 |
| MH CYF County GF ERMHS | | $ 133,770 | | | | | $ 133,770 |
| MH MHSA (CYF) Match | | $ 6,565 | | | | | $ 6,565 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | **$ 1,470,876** | **$ 1,224,318** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 2,695,194** |
| **BHS SUD FUNDING SOURCES** | | | | | | | |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **TOTAL BHS SUD FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **OTHER DPH FUNDING SOURCES** | | | | | | | |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **TOTAL OTHER DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL DPH FUNDING SOURCES** | **$ 1,470,876** | **$ 1,224,318** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 2,695,194** |
| **NON-DPH FUNDING SOURCES** | | | | | | | |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **TOTAL NON-DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | **$ 1,470,876** | **$ 1,224,318** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 2,695,194** |
| **Prepared By** | James Bouquin | | | **Phone Number** | 415-468-5100 | | |

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

| | | | | | | |
|---|---|---|---|---|---|---|
| DHCS Legal Entity Number | 00341 | | | | Appendix Number | B-1 |
| Provider Name | Bayview Hunters Point Foundation | | | | Page Number | 1 |
| Provider Number | 3851 | | | | Fiscal Year | 2025-2026 |
| Contract ID Number | 1000011308 | | | | Funding Notification Date | 07/24/25 |
| Program Name | **Adult Behavioral Health** | | | | | |
| Program Code (RU) **OR** EPIC Bill Area | 38513 | | | | | |
| Mode (MH) or Modality (SUD) | 15 | | | | | |
| Service Description | Outpatient Services | | | | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | 7/1/25-6/30/26 | | | | | |
| **FUNDING USES** | | | | | | **TOTAL** |
| Salaries & Employee Benefits | $ 656,964 | $ - | $ - | | | $ 656,964 |
| Operating Expenses | $ 622,059 | $ - | $ - | | | $ 622,059 |
| Capital Expenses | | | | | | $ - |
| **Subtotal Direct Expenses** | **$ 1,279,023** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,279,023** |
| Indirect Expenses | $ 191,853 | | | | | $ 191,853 |
| **Indirect %** | **15.0%** | **0.0%** | **0.0%** | **0.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | **$ 1,470,876** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,470,876** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | | | | | | |
| MH Adult Fed SDMC FFP | $ 470,922 | | | | | $ 470,922 |
| MH Adult State 1991 Realignment | $ 154,812 | | | | | $ 154,812 |
| MH Adult County General Fund | $ 845,142 | | | | | $ 845,142 |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | **$ 1,470,876** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,470,876** |
| **BHS SUD FUNDING SOURCES** | | | | | | |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| **TOTAL BHS SUD FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **OTHER DPH FUNDING SOURCES** | | | | | | |
| | | | | | | $ - |
| | | | | | | $ - |
| **TOTAL OTHER DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL DPH FUNDING SOURCES** | **$ 1,470,876** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,470,876** |
| **NON-DPH FUNDING SOURCES** | | | | | | |
| | | | | | | |
| | | | | | | $ - |
| **TOTAL NON-DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | **1,470,876** | **-** | **-** | **-** | **-** | **1,470,876** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | | |
| Number of Beds Purchased | | | | | | |
| SUD Only - Number of Outpatient Group Counseling Sessions | | | | | | |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs | | | | | | |
| Payment Method | Outpatient Blended Rate (FFS) | | | | | |
| Unduplicated Clients (UDC) | 225 | | | | | |
| DPH Units of Service | 3,828 | | | | | |
| Unit Type | Hours | 0 | 0 | 0 | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | $ 384.24 | $ - | $ - | $ - | $ - | **Total UDC** |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | $ 384.24 | $ - | $ - | $ - | $ - | 225.00 |

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**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Contract ID Number 1000011308
Program Name Adult Behavioral Health
Program Code 38513

Appendix Number B-1
Page Number 2
Fiscal Year 2025-2026
Funding Notification Date 07/24/25

| Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of service) | Practioner Type (Select Non Billing provider if the position is not expected to bill this period) | TOTAL | | 10000-251984-10000-10001792-0001 | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Funding Term | | 7/1/25-6/30/26 | | 7/1/25-6/30/26 | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **Pracitioner Type (Select from Drop Down)** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| MH Clinical Trainee (Supervisor – Director of Behaviroal Health) | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 49,000.00 | 0.50 | $ 49,000.03 | | | | | | | | | | |
| Assistant Director of Behavioral Health Services | Non Billing Staffing | 0.10 | $ 9,500.00 | 0.10 | $ 9,500.02 | | | | | | | | | | |
| Director of Behavioral Health Services | Non Billing Staffing | 0.20 | $ 26,000.00 | 0.20 | $ 26,000.02 | | | | | | | | | | |
| Mental Health Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Mental Health Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Mental Health Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Behavioral Health Administrative Manager | Non Billing Staffing | 0.25 | $ 18,200.00 | 0.25 | $ 18,200.04 | | | | | | | | | | |
| Compliance Manager | Non Billing Staffing | 0.20 | $ 15,000.00 | 0.20 | $ 15,000.00 | | | | | | | | | | |
| Chief Operating Officer | Non Billing Staffing | 0.08 | $ 14,000.00 | 0.08 | $ 14,000.01 | | | | | | | | | | |
| Mental Health Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 52,500.00 | 0.50 | $ 52,500.00 | | | | | | | | | | |
| Mental Health Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Mental Health Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 52,500.00 | 0.50 | $ 52,500.00 | | | | | | | | | | |
| Outpatient Counselor | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.40 | $ 36,000.00 | 0.40 | $ 36,000.00 | | | | | | | | | | |
| Mental Health Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| **Totals:** | | 5.23 | $ 497,700.00 | 5.23 | $ 497,700.11 | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - |
| **Employee Benefits:** | | 32.00% | $ 159,264.00 | 32.00% | $ 159,264.04 | 0.00% | | 0.00% | | 0.00% | | 0.00% | | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | | **$ 656,964.00** | | **$ 656,964.00** | | **$ -** | | **$ -** | | **$ -** | | **$ -** | | **$ -** |

**Appendix B - DPH 4: Operating Expenses Detail**

| | | | |
|---|---|---|---|
| Contract ID Number | 1000011308 | Appendix Number | B-1 |
| Program Name | Adult Behavioral Health | Page Number | 3 |
| Program Code | 38513 | Fiscal Year | 2025-2026 |
| | | Funding Notification Date | 07/24/25 |

| Expense Categories & Line Items | TOTAL | 10000-251984-10000-10001792-0001 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|---|---|---|---|---|---|---|
| **Funding Term** | 7/1/25-6/30/26 | 7/1/25-6/30/26 | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): |
| Rent | $ 95,180 | $ 95,180 | | | | | |
| Utilities (telephone, electricity, water, gas) | $ 28,337 | $ 28,337 | | | | | |
| Building Repair/Maintenance | $ 44,000 | $ 44,000 | | | | | |
| **Occupancy Total:** | **$ 167,517** | **$ 167,517** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Office Supplies | $ 15,064 | $ 15,064 | | | | | |
| Photocopying | $ - | | | | | | |
| Program Supplies | $ 28,265 | $ 28,265 | | | | | |
| Computer Hardware/Software | $ 19,580 | $ 19,580 | | | | | |
| **Materials & Supplies Total:** | **$ 62,909** | **$ 62,909** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Training/Staff Development | $ 1,927 | $ 1,927 | | | | | |
| Insurance | $ 14,706 | $ 14,706 | | | | | |
| Professional License | $ - | | | | | | |
| Permits | $ - | | | | | | |
| Equipment Lease & Maintenance | $ - | | | | | | |
| **General Operating Total:** | **$ 16,633** | **$ 16,633** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Local Travel | $ - | | | | | | |
| Out-of-Town Travel | $ - | | | | | | |
| Field Expenses | $ - | | | | | | |
| **Staff Travel Total:** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate, Amounts, and Practitioner Type if Billable Provider) | $ - | | | | | | |
| Jackson Coker Locumtenens, LLC, 7/1/2025 to 6/30/2026, $309/hr (psychiatry services) | $ 150,000 | $ 150,000 | | | | | |
| Ruth DePeralta, 7/1/2025 to 6/30/2026, $200/hr | $ 200,000 | $ 200,000 | | | | | |
| Ross Quinn, 7/1/2025 to 6/30/2026, $180/hr (Medical Director, In partnership with BH Director, supervising medical team) | $ 25,000 | $ 25,000 | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| **Consultant/Subcontractor Total:** | **$ 375,000** | **$ 375,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Other (provide detail): | $ - | | | | | | |
| | $ - | | | | | | |
| | $ - | | | | | | |
| **Other Total:** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 622,059** | **$ 622,059** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |

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

| | | | | | | |
|---|---|---|---|---|---|---|
| DHCS Legal Entity Number | 00341 | | | | Appendix Number | B-3 |
| Provider Name | Bayview Hunters Point Foundation | | | | Page Number | 1 |
| Provider Number | 3851 | | | | Fiscal Year | 2025-2026 |
| Contract ID Number | 1000011308 | | | | Funding Notification Date | 07/24/25 |
| Program Name | **Children Outpatient** | | | | | |
| Program Code (RU) **OR** EPIC Bill Area | 38516 | | | | | |
| Mode (MH) or Modality (SUD) | 15 | | | | | |
| Service Description | Outpatient Services | | | | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | 7/1/25-6/30-26 | | | | | |
| **FUNDING USES** | | | | | | **TOTAL** |
| Salaries & Employee Benefits | $ 692,934 | $ - | $ - | | | $ 692,934 |
| Operating Expenses | $ 371,690 | $ - | $ - | | | $ 371,690 |
| Capital Expenses | | | | | | $ - |
| **Subtotal Direct Expenses** | **$ 1,064,624** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,064,624** |
| Indirect Expenses | $ 159,694 | | | | | $ 159,694 |
| **Indirect %** | **15.0%** | **0.0%** | **0.0%** | **0.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | **$ 1,224,318** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,224,318** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | | | | | | |
| | | | | | | $ - |
| MH CYF Fed SDMC FFP (50%) | $ 279,261 | | | | | $ 279,261 |
| MH Fed SDMC FFP CYF ERMHS | $ 150,000 | | | | | $ 150,000 |
| MH State CYF 2011 PSR | $ 150,485 | | | | | $ 150,485 |
| MH CYF State 2011 PSR ERMHS | $ 150,000 | | | | | $ 150,000 |
| MH CYF County General Fund | $ 354,237 | | | | | $ 354,237 |
| MH CYF County GF ERMHS | $ 133,770 | | | | | $ 133,770 |
| MH MHSA (CYF) Match | $ 6,565 | | | | | $ 6,565 |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | **$ 1,224,318** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,224,318** |
| **BHS SUD FUNDING SOURCES** | | | | | | |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| **TOTAL BHS SUD FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **OTHER DPH FUNDING SOURCES** | | | | | | |
| | | | | | | $ - |
| | | | | | | $ - |
| **TOTAL OTHER DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL DPH FUNDING SOURCES** | **$ 1,224,318** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,224,318** |
| **NON-DPH FUNDING SOURCES** | | | | | | |
| | | | | | | |
| | | | | | | $ - |
| **TOTAL NON-DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | **1,224,318** | **-** | **-** | **-** | **-** | **1,224,318** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | | |
| Number of Beds Purchased | | | | | | |
| SUD Only - Number of Outpatient Group Counseling Sessions | | | | | | |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs | | | | | | |
| Payment Method | Outpatient Blended Rate (FFS) | | | | | |
| Unduplicated Clients (UDC) | 80 | | | | | |
| DPH Units of Service | 2,500 | | | | | |
| Unit Type | Hours | 0 | 0 | 0 | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | $ 489.73 | $ - | $ - | $ - | $ - | **Total UDC** |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | $ 489.73 | $ - | $ - | $ - | $ - | 80.00 |

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Contract ID Number 1000011308
Program Name Children Outpatient
Program Code 38516

Appendix Number B-3
Page Number 2
Fiscal Year 2025-2026
Funding Notification Date 07/24/25

| Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of service) | Practioner Type (Select Non Billing provider if the position is not expected to bill this period) | TOTAL | | OUTPATIENT SERVICES | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Funding Term | | 7/1/25-6/30/26 | | 7/1/25-6/30/26 | | 7/1/25-6/30/26 | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **Pracitioner Type (Select from Drop Down)** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| MH Clinical Trainee (Supervisor - Director of Behaviroal Health) | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 49,000.00 | 0.50 | $ 49,000.03 | | | | | | | | | | |
| Assistant Director of Behavioral Health Services | Non Billing Staffing | 0.10 | $ 9,500.00 | 0.10 | $ 9,500.02 | | | | | | | | | | |
| Director of Behavioral Health Services | Non Billing Staffing | 0.20 | $ 26,000.00 | 0.20 | $ 26,000.02 | | | | | | | | | | |
| Mental Health Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Mental Health Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Mental Health Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Behavioral Health Administrative Manager | Non Billing Staffing | 0.25 | $ 18,200.00 | 0.25 | $ 18,200.04 | | | | | | | | | | |
| Compliance Manager | Non Billing Staffing | 0.40 | $ 30,000.00 | 0.40 | $ 30,000.00 | | | | | | | | | | |
| Chief Operating Officer | Non Billing Staffing | 0.15 | $ 26,250.00 | 0.15 | $ 26,250.00 | | | | | | | | | | |
| Mental Health Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 52,500.00 | 0.50 | $ 52,500.00 | | | | | | | | | | |
| Mental Health Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Mental Health Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 52,500.00 | 0.50 | $ 52,500.00 | | | | | | | | | | |
| Outpatient Counselor | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.40 | $ 36,000.00 | 0.40 | $ 36,000.00 | | | | | | | | | | |
| Mental Health Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| **Totals:** | | 5.50 | $ 524,950.00 | 5.50 | $ 524,950.10 | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - |
| **Employee Benefits:** | | 32.00% | $ 167,984.00 | 32.00% | $ 167,984.03 | 0.00% | | 0.00% | | 0.00% | | 0.00% | | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | | **$ 692,934.00** | | **$ 692,934.00** | | **$ -** | | **$ -** | | **$ -** | | **$ -** | | **$ -** |

**Appendix B - DPH 4: Operating Expenses Detail**

| | | | |
|---|---|---|---|
| Contract ID Number | 1000011308 | Appendix Number | B-3 |
| Program Name | Children Outpatient | Page Number | 3 |
| Program Code | 38516 | Fiscal Year | 2025-2026 |
| | | Funding Notification Date | 07/24/25 |

| Expense Categories & Line Items | TOTAL | OUTPATIENT SERVICES | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|---|---|---|---|---|---|---|
| **Funding Term** | 7/1/25-6/30/26 | 7/1/25-6/30/26 | 7/1/25-6/30/26 | (mm/dd/yy-mm/dd/yy) | (mm/dd/yy-mm/dd/yy) | (mm/dd/yy-mm/dd/yy) | (mm/dd/yy-mm/dd/yy): |
| Rent | $ 90,984.00 | $ 90,983.72 | | | | | |
| Utilities (telephone, electricity, water, gas) | $ 36,160.00 | $ 36,160.47 | | | | | |
| Building Repair/Maintenance | $ 49,193.00 | $ 49,193.40 | | | | | |
| **Occupancy Total:** | **$ 176,338.00** | **$ 176,338.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Office Supplies | $ 12,610.00 | $ 12,609.64 | | | | | |
| Photocopying | $ - | | | | | | |
| Program Supplies | $ 23,742.00 | $ 23,742.00 | | | | | |
| Computer Hardware/Software | $ 28,000.00 | $ 28,000.00 | | | | | |
| **Materials & Supplies Total:** | **$ 64,352.00** | **$ 64,352.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Training/Staff Development | $ 6,000.00 | $ 6,000.00 | | | | | |
| Insurance | $ 34,000.00 | $ 34,000.00 | | | | | |
| Professional License | $ - | | | | | | |
| Permits | $ - | | | | | | |
| Equipment Lease & Maintenance | $ - | | | | | | |
| **General Operating Total:** | **$ 40,000.00** | **$ 40,000.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Local Travel | $ 6,000.00 | $ 6,000.00 | | | | | |
| Out-of-Town Travel | $ - | | | | | | |
| Field Expenses | $ - | | | | | | |
| **Staff Travel Total:** | **$ 6,000.00** | **$ 6,000.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate, Amounts, and Practitioner Type if Billable Provider) | $ - | | | | | | |
| Jackson Coker Locumtenens, LLC, 7/1/2025 to 6/30/2026, $309/hr (psychiatry services) | $ 35,000.00 | $ 35,000.00 | | | | | |
| Ross Quinn, 7/1/2025 to 6/30/2026, $180/hr (Medical Director, In partnership with BH Director, supervising medical team) | $ 50,000.00 | $ 50,000.00 | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| **Consultant/Subcontractor Total:** | **$ 85,000.00** | **$ 85,000.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Other (provide detail): | $ - | | | | | | |
| | $ - | | | | | | |
| | $ - | | | | | | |
| **Other Total:** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 371,690.00** | **$ 371,690.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |

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## Appendix B - DPH 5: Capital Expenses Detail

Contract ID Number 1000011308

Program Name Adult Behavioral Health & Children Outpatient

Program Code

Appendix Number B-1,B-3

Page Number 4

Fiscal Year 2025-2026

Funding Notification Date: 07/24/25

### 1. Equipment

| Item Description | Quantity | Serial #/VIN # | Unit Cost | Total Cost |
|---|---|---|---|---|
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| **Total Equipment Cost** | | | | $ - |

### 2. Remodeling

| Description | Total Cost |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| **Total Remodeling Cost** | $ - |

**Total Capital Expenditure** **$ -**
(Equipment plus Remodeling Cost)

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

| | | | |
|---|---|---|---|
| Contractor Name | Bayview Hunters Point Foundation | Page Number | 5 |
| Contract ID Number | 1000011308 | Fiscal Year | 2025-2026 |
| | | Funding Notification Date | 7/24/25 |

**1. SALARIES & EMPLOYEE BENEFITS**

| Position Title | FTE | Amount |
|---|---|---|
| Executive Director/CEO | | $ 90,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Subtotal: | 0.00 | $ 90,000.00 |
| Employee Benefits: | 32.0% | $ 28,800.00 |
| **Total Salaries and Employee Benefits:** | | $ 118,800.00 |

**2. OPERATING COSTS**

| **Expenses** (Use expense account name in the ledger.) | Amount |
|---|---|
| Accounting Services | $ 80,000.00 |
| Computer software/hardware services | $ 80,000.00 |
| Payroll preparation fees | $ 72,748.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| **Total Operating Costs** | $ 232,748.00 |

| | |
|---|---|
| **Total Indirect Costs** | **$ 351,548.00** |

# BUDGET JUSTIFICATION

| | | | |
|---|---|---|---|
| Contract ID Number | 1000011308 | | |
| **Contractor Name** | **Bayview Hunters Point Foundation** | Appendix Number | B-1, B-3 |
| **Program Name** | **Adult Behavioral Health & Children Outpatient** | Fiscal Year | FY25-26 |

## 1a) SALARIES

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

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

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

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

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

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

**Total FTE:** **-** **Total Salaries:** **$ -**

## 1b) EMPLOYEE BENEFITS:

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

| | **Amount** |
|---|---|
| Social Security | |
| Medicare | |
| Unemployment Insurance | |
| Worker's Compensation | |
| Health and Dental | |
| Retirement | |

| | |
|---|---|
| Paid Time Off | |
| Other (specify) | |
| Other (specify) | |
| **Total Fringe Benefit:** | - |

**Fringe Benefit %:** 0%

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

**2) OPERATING EXPENSES:**

**Occupancy:**

| Expense Item | Brief Description | Rate | Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | **Total Occupancy:** | - |

**Materials & Supplies:**

| Expense Item | Brief Description | Rate | Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | **Total Materials & Supplies:** | - |

**General Operating:**

| Expense Item | Brief Description | Rate | Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | **Total General Operating:** | - |

**Staff Travel:**

| Purpose of Travel | Location | Expense Item | Rate | Amount |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **Total Staff Travel:** | - |

**Consultants/Subcontractors:**

| Consultant/Subcontractor Name | Service Description | Rate | Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | **Total Consultants/Subcontractors:** | - |

**Other:**

| Expense Item | Brief Description | Rate | Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | **Total Other:** | - |

**TOTAL OPERATING EXPENSES:** -

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

| Capital Expense Item | Brief Description | Amount |
|---|---|---|
| | | |
| | | |
| | | |
| | **TOTAL CAPITAL EXPENSES:** | - |

| | |
|---|---|
| **TOTAL DIRECT EXPENSES:** | - |

**4) INDIRECT EXPENSES**

| Describe method and basis for Indirect Cost Allocation. | Amount |
|---|---|
| | |
| | |
| | |
| | |

| | |
|---|---|
| **Indirect Rate:** | 0% |
| **TOTAL INDIRECT EXPENSES:** | - |

| | |
|---|---|
| **TOTAL EXPENSES:** | - |

**Provider Name**
**Program Name**

| | | | | | |
|---|---|---|---|---|---|
| **Contractor / Provider** | **Provider Name** | **Bayview Hunters Point Foundation** | **Contract ID** | **1000011308** | **P.6** |
| **Total Funding Amount / Fiscal Year** | **Funding Amount** | **$ 2,695,194** | **Fiscal Year** | **2025-2026** | |
| **Address / Phone** | 1625 Carroll Avenue San Francisco, CA 94124 | | | | |
| **Contact Person** | James Bouquin | | | | |

| **Program Name** | **Adult Behavioural Health** | | | **Children Outpatient** | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Appendix Number** | B-1 | | | B-3 | | | A-# / B-# | | |
| **Program/ Appendix Funding Amount** | $1,470,876 | | | $1,224,318 | | | Program/ Appendix Funding Amount | | |
| **Funding Term** | 2025-2026 | | | 2025-2026 | | | Funding Term | | |
| | | **UOS** | **UDC** | | **UOS** | **UDC** | | **UOS** | **UDC** |
| ***Name of Mode (MH) or Modality (SUD)*** | ***15*** | | | ***15*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *refer to blendd rate sheet: $1,470,876 (budget) / $384.24 (OPBR rate)* | 3,828 | 225 | *refer to blendd rate sheet: $1,224,318 (budget) / $489.73 (OPBR rate)* | 2,500 | 80 | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***0*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | 0 | 0 | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***0*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | 0 | 0 | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***0*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | 0 | 0 | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***0*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | 0 | 0 | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |

| **Program Name** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Appendix Number** | A-# / B-# | | | A-# / B-# | | | A-# / B-# | | |
| **Program/ Appendix Funding Amount** | Program/ Appendix Funding Amount | | | Program/ Appendix Funding Amount | | | Program/ Appendix Funding Amount | | |
| **Funding Term** | Funding Term | | | Funding Term | | | Funding Term | | |
| | | **UOS** | **UDC** | | **UOS** | **UDC** | | **UOS** | **UDC** |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |

| **Program Name** | | | | | | |
|---|---|---|---|---|---|---|
| **Appendix Number** | A-# / B-# | | | A-# / B-# | | |
| **Program/ Appendix Funding Amount** | Program/ Appendix Funding Amount | | | Program/ Appendix Funding Amount | | |
| **Funding Term** | Appendix Term | | | Appendix Term | | |
| | | **UOS** | **UDC** | | **UOS** | **UDC** |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |

Attachment 1

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# Appendix D

# SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

# THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT

# (SAA)

Docusign Envelope ID: 56CEA9B5-4E60-432D-9FFE-B5F206E91D7E

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# TERMS AND CONDITIONS

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

## SECTION 1 - "THIRD PARTY" CATEGORIES

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

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

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

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

## SECTION 2 - DEFINITIONS

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

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

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

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

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

## SECTION 3 – GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

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

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

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

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

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

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

d) Ensure compliance by their workforce.

## SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

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

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

## SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

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

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

## SECTION 7 - DEPARTMENT'S RIGHTS

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

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

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

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

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## SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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## A. Attachment 1 to SAA
## System Specific Requirements

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

**A.** Department Care Link Requirements:

**1.** Connectivity.

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

**2.** Compliance with Epic Terms and Conditions.

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

**3.** Epic-Provided Terms and Conditions

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

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

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

**B.** Department Epic Hyperspace:

**1.** Connectivity.

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

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

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

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

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

**A.** Department myAvatar

**1.** Connectivity.

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

2. Information Technology (IT) Support.

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

3. Access Control.

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

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

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

**I. For Access to Department Epic through OutReach**

A. Department OutReach Requirements:

1. Connectivity.

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

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

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

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

2. Compliance with Epic Terms and Conditions

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

3. Epic-Provided Terms and Conditions

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

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

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# Appendix E

# Reserved

# File 251133: Contract Amendment

## Bayview Hunters Point Foundation for Community Improvement
## Adult Behavioral Health & Children's Outpatient

## BOS Budget & Finance Committee
## December 10, 2025

**Max Rocha**
Director of Systems of Care, Behavioral Health Services

**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**

# Overview of Contract Amendment #6

- **Contractor:** Bayview Hunters Point Foundation for Community Improvement
- **Contract Amendment Amount:** $7,531,723
  - **Not-to-Exceed Amount:** $25,611,719
- **Timeline:** Total term of July 1, 2018, through June 30, 2028
  - Extend contract term 18 months from December 31, 2026 to June 30, 2028
- **Contract Summary:** Provides outpatient mental health services for adults and children, youth, and families, including Educationally Related Mental Health Services (ERMHS). Contracted to serve 221 clients per year across programs.*

*Not unduplicated across programs.

# Program Overview

**Summary:** Under the proposed contract, Bayview Hunters Point would continue to provide the following services:

- **Adult Behavioral Health:** Integrated mental health services for adults, older adults, and their families, including individual and group therapy, case management, and crisis intervention. (225 clients/year)
- **Children's Outpatient:** Outpatient mental health services for children and families, including Educationally Related Mental Health Services (ERMHS), including individual and group therapy, case management, and crisis intervention for youth. (80 clients/year)

# Agency Program Oversight

SFDPH is deeply invested in the success of BVHPF and has continued to work closely with the agency to:

- Increase units of service and the number of unduplicated clients served, in support of financial and contract deliverables
- Establish sustainable documentation and productivity monitoring practices

SFDPH actions have included:

- Providing BVHPF with technical assistance and training on documentation standards, practices, and policies; Electronic Health Record (EHR) reporting tools; and productivity tracking tools.
- Maintaining regular meetings with BVHPF to assess progress toward achieving deliverables
- Working closely with access points to ensure flow of referrals to BVHPF
- Working with Educationally Related Mental Health Services (ERMHS) and BVHPF to strategically place staffing resources

As a result of these actions, **BVHPF is now meeting or exceeding deliverables** and has **improved EHR use** and **staff onboarding**.

# Agency Financial Status Update

- Controller's Office and funding departments provided technical assistance and conducted monthly check ins with BVHP Foundation as part of the tier 3 CAP
- As of November 2025, BVHP Foundation has satisfied two items on the Corrective Action Plan.
  - Cash Flow Stabilizing: Agency provides monthly cash flow projections to the City. FY24-25 shows near break-even results and FY25-26 Q1 shows a surplus.
  - Invoicing Improvements: BVHP Foundation revised its fiscal policies and improved timeliness and accuracy in submitting city invoices. Citywide fiscal monitoring in August 2025 found all invoice standards were met.
- Delayed FY22-23 and FY23-24 CPA audits are outstanding. The significant delay in the FY 21-22 audit, combined with turnover in finance staff, delaying subsequent audits
- BVHP Foundation completed a pre-audit process to streamline the FY 22-23 and FY 23-24 CPA Audits.

# Key Strengths

BVHP performs vital services in SFDPH's care continuum. Through oversight and monitoring, SFDPH determines the agency can deliver its contract objectives and continue to strengthen its fiscal responsibility.

- BVHPF has brought on **new leadership** that has demonstrated dedicating themselves to improvement and to addressing Corrective Action items.
- BVHPF is showing **financial improvement** year over year, including demonstrating a positive cash reserve trend and meeting standards for accurate and timely invoicing.
- BVHPF is **meeting or exceeding deliverables** and has implemented monthly staff reports to the Clinical Director to ensure **timely and accurate documentation to support monitoring of program performance** metrics.
- BVHPF is uniquely well-suited to serve its population through both adult and children's programs. The Children's Outpatient program, in particular, is performing well and is a critical partner to SFUSD in addressing issues that impact learning.

# Conclusion

**DPH agrees with the BLA recommendation and respectfully requests approval of this item.**

**Thank you!**

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

**Agreement between the City and County of San Francisco and**

**Bayview Hunters Point Foundation**

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

**Recitals**

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

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

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

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

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

Now, THEREFORE, the parties agree as follows:

## Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

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

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

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

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

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

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

## Article 2 Term of the Agreement

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

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

Option 1: 07/01/2021-06/30/2022
Option 2: 07/01/2022-06/30/2023

## Article 3 Financial Matters

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

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

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

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

3.3 **Compensation.**

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

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

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

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

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

3.3.5 **Reserved. (LBE Payment and Utilization Tracking System)**

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

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

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

3.3.7 **Federal and/or State Funded Contracts.**

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

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

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

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

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

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

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

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

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

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

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

## Article 4 Services and Resources

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

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

4.3 **Subcontracting**.

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

4.3.2 Contractor will not employ subcontractors.

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

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

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

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

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

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

## Article 5 Insurance and Indemnity

### 5.1 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Article 6 Liability of the Parties

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

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

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

## Article 7 Payment of Taxes

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

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

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

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

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

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

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

## Article 8 Termination and Default

### 8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2 **Termination for Default; Remedies.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Article 9 Rights In Deliverables

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

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

## Article 10 Additional Requirements Incorporated by Reference

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

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

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

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements**

10.5.1 **Non Discrimination in Contracts**. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

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

the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section12B.2.

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

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

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

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

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

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

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

10.12 **Reserved. (Slavery Era Disclosure)**

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

10.14 **Consideration of Criminal History in Hiring and Employment Decisions**

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

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

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

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

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

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

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

## Article 11 General Provisions

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

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

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

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

11.3 **Reserved.**

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

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

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

11.6 **Dispute Resolution Procedure.**

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

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

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

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

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

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

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

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

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

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

## Article 12 Department Specific Terms

### 12.1 Third Party Beneficiaries.

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

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

### 12.3 Emergency Response.

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

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

## Article 13 Data and Security

### 13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

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

### 13.3 Business Associate Agreement.

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

**The parties acknowledge that CONTRACTOR will:**

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

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

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

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

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

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

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

## Article 14 MacBride And Signature

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

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

**CITY**

Recommended by:

Greg Wagner
Acting Director of Health
Department of Public Health

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Deputy City Attorney

Approved:

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

**CONTRACTOR**

Bayview Hunters Point Foundation

Lilian Kim Shine
Executive Director

Supplier ID: 0000024522

Received By:
NOV 27 '18 PM 2:34
Purchasing Department

Appendices

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

# Appendix A
# Scope of Services – DPH Behavioral Health Services

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

## 1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

(1) Staff evaluations completed on an annual basis.

(2) Personnel policies and procedures in place, reviewed and updated annually.

(3) Board Review of Quality Improvement Plan.

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

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

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

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

1. **Identifiers:**

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

2. **Nature of Document**

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

**Goal Statement**

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

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

3. **Target Population**

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

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

4. **Modality of Service/Intervention**

Please see Appendix B CRDC page.

5. **Methodology**

**A. Community Engagement and Outreach**

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

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

**B. Admission Criteria**

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

**C. Delivery Model**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**D. Exit Criteria**

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

**E. Staffing**

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

**7. Objectives and Measurements**

**A. Required Objectives**

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

**B. Individualized Program Objectives**

None

**8. Continuous Quality Improvement**

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

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

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

**PURQC Chart Compliance:**

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

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

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

Additional PURQC options include:

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

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

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

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

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

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

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

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

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

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

   Program Code(s): 38518

2. **Nature of Document:**

   ☒ **New** ☐ **Renewal** ☐ **Modification**

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

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

5. **Modality(s)/Intervention(s):**
   Please Appendix B CRDC page.

**Leadership Development** (MHSA Activity Category)

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

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

**Outreach and Engagement** (MHSA Activity Category)

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

Timeline: August/September 2018: revise classroom presentations as needed
October: Coordinate group trainings with classroom teachers and health educator or YAB members- prepare to implement lessons.
October 2018 – June 2019: implement classroom outreach/lessons
UOS: 60 hours outreach and engagement (20 classes (1.5 hours each) + 1.5 hours preparation for each class)

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

Timeline: September 2018-June 2019:
UOS: 30 hours total (2 2-hour theater presentations + 10 hours preparation per presentation + 2 clinic open houses at 2 hours each + 4 PTSA meetings annually, including preparation time for each meeting)

**Screening and Assessment** (MHSA Activity Category)

**(4)** Screening: 120 youth
Any student can self-refer for behavioral health services at BTHC. However, students are most often referred for screening and assessment by someone other than themselves including a friend or parent, school faculty, intra-clinic referral, or from another agency or school. Behavioral health staff meets with the student to screen (identify issues) and assess (determine level of need for intervention). During the assessment phase, staff also determines whether the client meets criteria for minor consent or requires parental consent to continue to treatment phase.
When indicated, parents and/or other family members may be requested to participate in services with their child. In these cases, the family will be asked to come in for an assessment visit which may lead to an agreement for time limited treatment.

Timeline: July 2018 – June 2019, services are ongoing
UOS: 120 hours screening (120 youth/families X average 60 minute screening)

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

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

**Crisis Response** (MHSA Activity Category)

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

**Training and Coaching** (MHSA Activity Category)

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

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

**Mental Health Consultation** (MHSA Activity Category)

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

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

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

**Early Intervention Services and Strategies**
**Youth N= 155 (105 individual, 50 group with duplication)**
**+ Family members/Other Adults as indicated**
**UOS = 1040**

**Individual Therapeutic Services** (MHSA Activity Category)

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

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

**Group Therapeutic Services** (MHSA Activity Category)

**(10)** Groups: High School/ Various: This year BTHC will offer a minimum of 3 group series to meet student needs as determined by student feedback, BHS faculty and staff input, and clinic capacity.
UOS: 180 hours (60 groups x 3 hours group/prep/charting)

**6. Methodology:**

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

**B.** Eligibility criteria for YAB membership: (1) brief written application; (2) interviewed by current YAB members who vote on new membership with Coordinator input.
Eligibility for Peer Resources: every school year, students in PULSE/peer resources self-select to work with BTHC staff on a particular health topic after hearing a pitch from BH Services staff.
Intake criteria for individual and group services: services are available to any SFUSD student ages 12-19; whether students are self- referred or referred by someone else, all are screened and assessed, and for those youth who consent to services, goals are developed by mutual agreement between client and counselor.

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

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

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

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

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

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

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

***Systems Transformation* Methodology:**

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

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

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

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

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

**7. Objectives and Measurements:**

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

**Individualized Performance Objective**: By 6/30/18, a minimum of 65% youth accessing early intervention services at BTHC will, by self-report post a minimum of 3 sessions, identify:
(1) one or more skills they have successfully utilized to reduce stress or other related symptoms, (2) one positive goal they are currently putting time into, as documented in post session tests.

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

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

9. **Required Language:** N/A

**1. Identifiers:**
**Program Name:**
Bayview Hunters Point Foundation
Children Outpatient
**Program Address:**
5815 Third Street
San Francisco, CA 94124
**Telephone:** (415) 822-7500
**Facsimile:** (415) 822-9767
www.bayviewci.org
Lillian Shine, Executive Director
Karen Patterson, Director, BVHPF IBHS
**Program Code:** 3851-6

**2. Nature of Document**

X **Original** ☐ **Contract Amendment** ☐ **Internet Contract Revision**

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

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

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

**4. Target Population**

- preschool aged children who present with social-emotional difficulties, often associated with developmental delays;
- school-aged children eligible for ERMHS services who require psychotherapy to benefit from special education;
- children and youth who present with behavioral difficulties, often at risk of school suspension;
- children involved with child welfare due to neglect or abuse;
- children exposed to family or community violence;
- children whose parents are recovering from substance abuse or addiction; and,

youth involved with juvenile probation due to conduct disorders or gang involvement in the behavioral health system who meet the County's eligibility guidelines and admissions criteria as identified through the Access Information referral system. Services will also place emphasis on children and families of all cultural backgrounds who reside in public housing. In addition, the BVHPF IBHS will focus on schools that are located

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

## 5. Modality of Service/Intervention

**A.** Modality: See CRDC Appendix B CRDC page.

**B.** Definition of Billable Services:

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

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

## 6. Methodology

### 6A. Community Engagement and Outreach

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

### 6B. Admission Criteria

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

### 6C. Delivery Model

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

:

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

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

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

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

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

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

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

**6D. Exit Criteria**

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

**6E. Staffing**

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

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

## 7. Objectives and Measurements

### A. Required Objectives

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

### B. Individualized Program Objectives

None

## 8. Continuous Quality Improvement

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

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

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

Additional PURQC options include:

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

3. Denied, based on stated reasons.

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

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

**Cultural Competency:**

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

**Consumer/Client Satisfaction:**

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

**Timely Completion of Outcome Data:**

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

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

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

## 1. Agency and Program Identification

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

## 2. Nature of Document:

☒ New ☐ **Renewal** ☐ Modification

## 3. Goal Statement

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

## 4. Target Population

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

## 5. Modality and Program Description

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

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

## 6. Methodology

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

## 7. Outcome Objectives and Measurements

Bayview Hunters Point Foundation for Community Improvement staff shall provide group and individual counseling to over 40 youth in FY 2018-19.
35 or more of the clients seen by Foundation Staff for individual counseling will return for 3 or more encounters.
20 or more of the Foundation Staff's group and individual counseling clients will be referred to Dimensions Medical services.

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

## 8. Continuous Quality Improvement

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

## 9. Languages

N/A

**1. Identifiers:**
**Program Name:** Jelani Family Program
**Program Address:**
1638 Kirkwood Street
San Francisco, CA 94124 **Telephone:** (415) 671-1165
**www.**jelaniinc.org
Lillian Shine, Executive Director
Pamela Gilmore, Program Director
**Program Code:** 38502

**1. Nature of Document:**
Check one ☒ **Original** ☐ **Contract Amendment** ☐ **Internal Contract Revision**

**2. Goal Statement:**
To provide long term residential/recovery programming.

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

**4. Modality(s) / Intervention(s):**
Please see Appendix B CRDC page.

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

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

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

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

a. Clinical treatment

b. Support groups

c. Employment counseling

d. Family counseling

e. Financial assistance

f. Transportation

g. Education

**6. Objectives and Measurements:**

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

a. **Individualized Objectives**

None

7. **Continuous Quality Improvement (CQI):**

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

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

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

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

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

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

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

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

8. **Required Language:**
   a. None

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

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

**2. Program Budgets and Final Invoice**

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

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

**B. *COMPENSATION***

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

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

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, not withstanding that for each fiscal year, the amount to be used in Appendix B, Budget and

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

| | | |
|---|---|---|
| July 1, 2018 through June 30, 2019 | $ | 2,904,109 |
| July 1, 2019 through June 30, 2020 | $ | 2,904,109 |
| July 1, 2020 through June 30, 2021 | $ | 2,904,109 |
| | $ | 8,712,327 |
| Contingency | $ | 1,045,479 |
| Total | $ | 9,757,806 |

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

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

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

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

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

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

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

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

DHCS Legal Entity Number 00341
Provider Name Bayview Hunters Point Foundation
Provider Number 38513

Appendix Number B-1
Page Number 2
Fiscal Year 2018-2019
Funding Notification Date 08/15/18

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Program Name | | Adult Behavioral Health | Adult Behavioral Health | Adult Behavioral Health | Adult Behavioral Health | Adult Behavioral Health | |
| Program Code | | 38513 | 38513 | 38513 | 38513 | 38513 | |
| Mode/SFC (MH) or Modality (SUD) | | 15/10-57, 59 | 15/60-69 | 15/70-79 | 15/01-09 | 45/20-29 | |
| Service Description | | OP-MH Svcs | OP-Medication Support | OP-Crisis Intervention | OP-Case Mgt Brokerage | OS-Cmmty Client Svcs | |
| Funding Term (mm/dd/yy-mm/dd/yy): | | 07/01/18 - 06/30/19 | 07/01/18 - 06/30/19 | 07/01/18 - 06/30/19 | 07/01/18 - 06/30/19 | 07/01/18 - 06/30/19 | |
| **FUNDING USES** | | | | | | | **TOTAL** |
| Salaries & Employee Benefits | | 452,125 | 131,936 | 1,434 | 34,429 | 42,915 | 662,839 |
| Operating Expenses | | 255,796 | 74,644 | 811 | 19,479 | 24,280 | 375,010 |
| Capital Expenses | | - | - | - | - | - | - |
| **Subtotal Direct Expenses** | | **707,921** | **206,580** | **2,245** | **53,908** | **67,195** | 1,037,849 |
| Indirect Expenses | | 106,188 | 30,987 | 338 | 8,086 | 10,078 | 155,677 |
| **TOTAL FUNDING USES** | | **814,109** | **237,567** | **2,583** | **61,994** | **77,273** | **1,193,526** |
| **BHS MENTAL HEALTH FUNDING SOURCE** | **Dept-Auth-Proj-Activity** | | | | | | |
| MH Adult Fed SDMC FFP (50%) | 251984-10000-10001792-0001 | 321,218 | 93,735 | 1,019 | 24,461 | 30,489 | 470,922 |
| MH Adult State 1991 MH Realignment | 251984-10000-10001792-0001 | 105,598 | 30,815 | 335 | 8,041 | 10,023 | 154,812 |
| MH Adult County General Fund | 251984-10000-10001792-0001 | 387,293 | 113,017 | 1,229 | 29,492 | 36,761 | 567,792 |
| | | | | | | | - |
| | | | | | | | - |
| This row left blank for funding sources not in drop-down list | | | | | | | - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | **814,109** | **237,567** | **2,583** | **61,994** | **77,273** | **1,193,526** |
| **BHS SUD FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | | | | |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| This row left blank for funding sources not in drop-down list | | | | | | | - |
| **TOTAL BHS SUD FUNDING SOURCES** | | **-** | **-** | **-** | **-** | **-** | **-** |
| **OTHER DPH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | | | | |
| | | | | | | | - |
| | | | | | | | - |
| This row left blank for funding sources not in drop-down list | | | | | | | - |
| **TOTAL OTHER DPH FUNDING SOURCES** | | **-** | **-** | **-** | **-** | **-** | **-** |
| **TOTAL DPH FUNDING SOURCES** | | **814,109** | **237,567** | **2,583** | **61,994** | **77,273** | **1,193,526** |
| **NON-DPH FUNDING SOURCES** | | | | | | | |
| | | | | | | | |
| This row left blank for funding sources not in drop-down list | | | | | | | - |
| **TOTAL NON-DPH FUNDING SOURCES** | | **-** | **-** | | **-** | **-** | **-** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | | **814,109** | **237,567** | **2,583** | **61,994** | **77,273** | **1,193,526** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | | | |
| Number of Beds Purchased | | | | | | | |
| SUD Only - Number of Outpatient Group Counseling Sessions | | | | | | | |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs | | | | | | | |
| Payment Method | | Fee-For-Service (FFS) | Fee-For-Service (FFS) | Fee-For-Service (FFS) | Fee-For-Service (FFS) | Fee-For-Service (FFS) | |
| DPH Units of Service | | 178,821 | 32,798 | 430 | 17,669 | 421 | |
| Unit Type | | Staff Minute | Staff Minute | Staff Minute | Staff Minute | Staff Hour | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | $ 4.55 | $ 7.24 | $ 6.01 | $ 3.51 | $ 183.55 | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | $ 4.55 | $ 7.24 | $ 6.01 | $ 3.51 | $ 183.55 | |
| Published Rate (Medi-Cal Providers Only) | | $ 4.65 | $ 7.35 | $ 6.15 | $ 3.70 | $ 188.00 | **Total UDC** |
| Unduplicated Clients (UDC) | | 275 | Included | Included | Included | Included | 275 |

## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Adult Behavioral Health
Program Code 38513

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

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

## Appendix B - DPH 4: Operating Expenses Detail

Program Name Adult Behavioral Health
Program Code 38513

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

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

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

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

## Appendix B - DPH 3: Salaries & Employee Benefits Detail

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

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

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

## Appendix B - DPH 4: Operating Expenses Detail

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

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

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

Form Revised 7/1/2018

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

DHCS Legal Entity Number 00341
Provider Name Bayview Hunters Point Foundation
Provider Number 38516

Appendix Number B-3
Page Number 8
Fiscal Year 2018-2019
Funding Notification Date 08/15/18

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Program Name | | Children Outpatient | Children Outpatient | Children Outpatient | Children Outpatient | YES | |
| Program Code | | 38516 | 38516 | 38516 | 38516 | 38171 | |
| Mode/SFC (MH) or Modality (SUD) | | 15/10-57, 59 | 15/70-79 | 15/01-09 | 45/20-29 | Nonres-34 | |
| Service Description | | OP-MH Svcs | OP-Crisis Intervention | OP-Case Mgt Brokerage | OS-Cmmty Client Svcs | SA-Nonresidntl ODF Indv | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | | 07/01/18 - 06/30/19 | 07/01/18 - 06/30/19 | 07/01/18 - 06/30/19 | 07/01/18 - 06/30/19 | 07/01/18 - 06/30/19 | |
| **FUNDING USES** | | | | | | | **TOTAL** |
| Salaries & Employee Benefits | | 259,322 | 180 | 6,537 | 14,887 | 163,750 | 444,676 |
| Operating Expenses | | 159,759 | 111 | 4,028 | 9,172 | 62,000 | 235,070 |
| Capital Expenses | | | | | | | - |
| **Subtotal Direct Expenses** | | **419,081** | **291** | **10,565** | **24,059** | **225,750** | 679,746 |
| Indirect Expenses | | 62,863 | 44 | 1,585 | 3,609 | 33,870 | 101,971 |
| **TOTAL FUNDING USES** | | **481,944** | **335** | **12,150** | **27,668** | **259,620** | **781,717** |
| **BHS MENTAL HEALTH FUNDING SOURCE** | **Dept-Auth-Proj-Activity** | | | | | | |
| MH CYF Fed SDMC FFP (50%) | 251962-10000-10001670-0001 | 205,631 | 141 | 5,184 | 11,805 | - | 222,761 |
| MH CYF State 2011 PSR-EPSDT | 251962-10000-10001670-0001 | 185,068 | 128 | 4,665 | 10,624 | - | 200,485 |
| MH CYF County Local Match | 251962-10000-10001670-0001 | 20,564 | 14 | 518 | 1,180 | - | 22,276 |
| MH CYF County General Fund | 251962-10000-10001670-0001 | 70,685 | 49 | 1,782 | 4,058 | 259,620 | 336,194 |
| | | | | | | | - |
| This row left blank for funding sources not in drop-down list | | | | | | | - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | **481,948** | **332** | **12,149** | **27,667** | **259,620** | **781,716** |
| **BHS SUD FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | | | | |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| This row left blank for funding sources not in drop-down list | | | | | | | - |
| **TOTAL BHS SUD FUNDING SOURCES** | | - | - | - | - | - | - |
| **OTHER DPH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | | | | |
| | | | | | | | - |
| | | | | | | | - |
| This row left blank for funding sources not in drop-down list | | | | | | | - |
| **TOTAL OTHER DPH FUNDING SOURCES** | | - | - | - | - | - | - |
| **TOTAL DPH FUNDING SOURCES** | | **481,948** | **332** | **12,149** | **27,667** | **259,620** | **781,716** |
| **NON-DPH FUNDING SOURCES** | | | | | | | |
| | | | | | | | |
| This row left blank for funding sources not in drop-down list | | | | | | | - |
| **TOTAL NON-DPH FUNDING SOURCES** | | - | - | - | - | - | - |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | | **481,948** | **332** | **12,149** | **27,667** | **259,620** | **781,716** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | | | |
| Number of Beds Purchased | | | | | | | |
| SUD Only - Number of Outpatient Group Counseling Sessions | | | | | | | |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs | | | | | | | |
| Payment Method | | Fee-For-Service (FFS) | Fee-For-Service (FFS) | Fee-For-Service (FFS) | Fee-For-Service (FFS) | Cost Reimbursement (CR) | |
| DPH Units of Service | | 113,680 | 60 | 3,722 | 162 | 336 | |
| Unit Type | | Staff Minute | Staff Minute | Staff Minute | Staff Hour | Non-DMC: Hours; DMC: Per Person | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | $ 4.24 | $ 5.53 | $ 3.26 | $ 170.78 | $ 772.68 | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | $ 4.24 | $ 5.53 | $ 3.26 | $ 170.78 | $ 772.68 | |
| Published Rate (Medi-Cal Providers Only) | | $ 4.35 | $ 5.68 | $ 3.40 | $ 180.70 | | **Total UDC** |
| Unduplicated Clients (UDC) | | 80 | Included | Included | Included | 28 | 108 |

## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Children Outpatient
Program Code 38516

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

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

Form Revised 7/1/2018

## Appendix B - DPH 4: Operating Expenses Detail

Program Name Children Outpatient
Program Code 38516

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

"Yes" Program

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

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

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-4 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 11 |
| Provider Number | 3851 | Fiscal Year | 2018-2019 |
| | | Funding Notification Date | 08/15/18 |

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

## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Dimensions LGBT Outpatient
Program Code N/A

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

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

## Appendix B - DPH 4: Operating Expenses Detail

Program Name Dimensions LGBT Outpatient
Program Code N/A

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

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

Form Revised 7/1/2018

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

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

## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name Jelani Family Progam
Program Code 38502 & 38505

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

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

## Appendix B - DPH 4: Operating Expenses Detail

Program Name Jelani Family Progam
Program Code 38502 & 38505

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

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

Form Revised 7/1/2018

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

Contractor Name Bayview Hunters Point Foundation | Page Number 17

Contract ID Number 1000011308 | Fiscal Year 2018-2019

Funding Notification Date 8/15/18

### 1. SALARIES & EMPLOYEE BENEFITS

| Position Title | FTE | Amount |
|---|---|---|
| Executive Director | 0.42 | $ 56,057 |
| Deputy Director | 0.42 | $ 46,307 |
| Executive Assistant | 0.42 | $ 17,547 |
| Senior Accountant | 0.42 | $ 29,369 |
| AP/Payroll Accountant | 0.42 | $ 21,936 |
| Director of Clinical Services | 0.15 | $ 13,161 |
| Director of Compliance | 0.07 | $ 3,730 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Subtotal: | 2.32 | $ 188,107 |
| Employee Benefits: | 28.5% | $ 53,619 |
| **Total Salaries and Employee Benefits:** | | $ 241,726 |

### 2. OPERATING COSTS

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

| | |
|---|---|
| **Total Indirect Costs** | $ 378,804 |

| Function | Dept-Fund-Prod-Act-Info | TANF Code |
| --- | --- | --- |
| MH 3rd Party Insurance Fees | NA | NA |
| MH 3rd Party Refer/Client Fees | NA | NA |
| MH Adult Medicare | 2510B4-10000-1000-TKD-0001 | HMHMDCCTMHXX |
| MH Adult Fed SOMC FFP (50%) | 2510B4-10000-1000-TKD-0001 | HMHMDCCTMHXX |
| MH Adult State 100% MH Reallocment | 2510B4-10000-1000-TKD-0001 | HMHMDCCTMHXX |
| MH Adult County General Fund | 2510B4-10000-1000-TKD-0001 | HMHMDCCTMHXX |
| MH Adult County Local Match | 2510B4-10000-1000-TKD-0001 | HMHMDCCTMHXX |
| MH Adult County SF MO CODB | 2510B4-10000-1000-TKD-0001 | HMHMDLCTMHXX |
| MH Adult TAY Reallocation | 2510B4-10000-1000-TKD-0235 | HMHMTAYPLACE |
| MH Pharmacy | 2400B3-10000-1000-TKD-0001 | HMHMDCJMHTTX |
| MH DFAP 505 | 3400B5-10000-1000-BBB-0001 | HMHMDEAP 505 |
| MH Primary Care | 2400B5-10000-1000-BBB-0008 | HMHMPRIMCARE |
| MH TB Assess Cons | 2400B5-10000-1000-BBB-0023 | HMHMDCTBH108 |
| MH Long Term Care | 3400B5-10000-1000-BDD-0001 | HMHMA TXIMHR |
| MH Medicaid Cons - General Fund | 2510B4-17136-1000-TKD-0001 | HMHMMPMGDCMR |
| MH Medicaid Cons – Fed SOMC FFP (50%) | 2510B4-17136-1000-TKD-0001 | HMHMDPMGDCMR |
| MH CYF Family Mosaic Qualified Medicaid | 2510B3-10000-1000-TKD-0001 | HMHMCFMGMCH |
| MH CYF State 100% PSR-EPSDT | 2510B3-10000-1000-FTD-0001 | HMHMCFPSHMH |
| MH CYF State 100% Reallocment | 2510B3-10000-1000-FTD-0001 | HMHMCFPSHMH |
| MH CYF County General Fund | 2510B3-10000-1000-FTD-0001 | HMHMCFPSHMH |
| MH CYF County Local Match | 2510B3-10000-1000-FTD-0001 | HMHMCFPSHMH |
| MH CYF County SF MO CODB | 2510B3-10000-1000-FTD-0001 | HMHMCFPSHMH |
| MH CYF Fed SOMC FFP (50%) | 2510B3-10000-1000-FTD-0001 | HMHMCFPSHMH |
| MH Grant SAMHSA SOC Family Mosaic CFDA #1 | 2510B3-10000-1000-DDA-0003 | enter Grant Code |
| MH Grant SAMHSA Adult SOC CFDA #3 | 2510B4-10000-1000-DDA-0003 | enter Grant Code |
| MH Grant SAMHSA SOC Dual Dis. CFDA #3 | 2510B4-10000-1000-DDA-0003 | enter Grant Code |
| MH Grant - New COCE SAMF | 2510B4-10000-1000-DDA-0003 | enter Grant Code |
| MH Grant - SSCC LEAD | 2510B4-10000-1000-DBB-0003 | enter Grant Code |
| MH/MRSA Adult Match | 2510B4-17138-1000-TKD-0015 | enter Project Code |
| MH/MRSA Adult Non-Match | 2510B4-17138-1000-TKD-0015 | enter Project Code |
| MH/MRSA ATI | 2510B4-17138-1000-TKD-0015 | enter Project Code |
| MH/MRSA (CPT) | 2510B4-17138-1000-TKD-0017 | enter Project Code |
| MH/MRSA (CSI) | 2510B4-17138-1000-TKD-0018 | enter Project Code |
| MH/MRSA (Admin) | 2510B4-17138-1000-TKD-0019 | enter Project Code |
| MH/MRSA (PEI) | 2510B4-17138-1000-TKD-0020 | enter Project Code |
| MH/MRSA (TAY) | 2510B4-17138-1000-TKD-0021 | enter Project Code |
| MH/MRSA (INET) | 2510B4-17138-1000-TKD-0022 | enter Project Code |
| MH/MRSA (HMI) | 2510B4-17138-1000-TKD-0023 | enter Project Code |
| MH/MRSA (PEI CALMHSA) | 2510B4-17138-1000-TKD-0024 | enter Project Code |
| MH/WO CFC Prop 10 | 2510B3-10000-1000-BDD-0004 | HMHMPROP-WO |
| MH/WO CFC Prop Plus PT | 2510B3-10000-1000-BDD-0002 | HMHMCHPTHWO |
| MH/WO CFC Early Prevention | 2510B3-10000-1000-BDD-0003 | HMHMCH-CPOWO |
| MH/WO CFC School Readiness | 2510B3-10000-1000-BDD-0003 | HMHMCHSNPWO |
| MH/WO DCYF Adpt Mh Nrtrtrs/Drs | 2510B3-10000-1000-TKD-0001 | HMHMCHAMNDRWO |
| MH/WO DCYF Child Care | 2510B3-10000-1000-TKD-0002 | HMHMCHCCTPWO |
| MH/WO DCYF Recreation Dmb | 2510B3-10000-1000-TKD-0003 | HMHMCHDmCLWO |
| MH/WO DCYF Mult-School | 2510B3-10000-1000-TKD-0004 | HMHMCHDDLWO |
| MH/WO DCYF Parent Training Initiative | 2510B3-10000-1000-TKD-0005 | HMHMCHPTWO |
| MH/WO DCYF Prop 10 Collaboratives | 2510B3-10000-1000-TKD-0006 | HMHMCHPRP_WO |
| MH/WO DCYF Violence Prevention | 2510B3-10000-1000-TKD-0007 | HMHMCHPRVPWO |
| MH/WO HSA Pre-School for All | 2510B3-10000-1000-BDD-0004 | HMHMCHPRSPWO |
| MH/WO HSA SPMF Foster Care | 2510B3-10000-1000-BDD-0011 | HMHMCHSPMFWO |
| MH/WO HSA Drug Court | 2510B3-10000-1000-BDD-0005 | HMHMCHDCAWO |
| MH/WO HSA Children | 2510B3-10000-1000-BDD-0001 | HMHMCHCDWSWO |
| MH/WO HSA Foster Care Monitor | 2510B3-10000-1000-BDD-0006 | HMHMCHFOSTMC |
| MH/WO HSA Adpt Parent | 2510B3-10000-1000-BDD-0008 | HMHMCHAPTWO |
| MH/WO HSA Chrtr Nonc/YT Overmatch | 2510B3-10000-1000-BDD-0002 | HMHMCHCMNMWO |
| MH/WO HSA TBS Shelter SVCS | 2510B3-10000-1000-BDD-0013 | HMHMCH-TBSSWO |
| MH/WO HSA TPOST Match | 2510B3-10000-1000-BDD-0007 | HMHMCHMTETWO |
| MH/WO HSA GF Match | 2510B3-10000-1000-BDD-0008 | HMHMCHMTCHWO |
| MH/WO HSA Parts/adult Foster Care | 2510B3-10000-1000-BDD-0010 | HMHMCHMVCWO |
| MH/WO HSA Parent Training Initiative | 2510B3-10000-1000-BDD-0006 | HMHMCHPTCOWO |
| MH/WO HSA PTI WO | 2510B3-10000-1000-BDD-0010 | HMHMCHPTRWO |
| MH/WO HSA Colorado | 2510B3-10000-1000-BDD-001-a | HMHMCACW-IM |
| MH/WO-CH TAY Cert & Emp Prep | 2510B4-10000-1000-DDA-0001 | HMW |
| MH/WO-CH TAY Foundation Institute | 2510B4-10000-1000-DDA-0002 | HMW |
| MH/WO-CH TAY SOC Network Gov | 2510B4-10000-1000-DDA-0003 | HMW |
| MH/WO-CH TAY SOC Enhancement | 2510B4-10000-1000-DDB-0004 | HMW |
| MH/WO HSA Others | 2510B4-10000-1000-FBB-0001 | HMHMMHXX |
| MH/WO HSA PeRS | 2510B4-10000-1000-FBB-0002 | HMHMPRES |
| MH/WO HSA HAP PRC | 2510B4-10000-1000-FBB-0004 | HMHMHAPPRCWO |
| MH/WO HSA DFAP 505 | 2510B4-10000-1000-FBB-0005 | HMHMDEAP 505F |
| MH/WO HSA TAY SF Subsidy | 2510B4-10000-1000-FBB-0006 | HMHMTAYSPMS |
| MH/WO HSA/UE Young Team | 2510B4-10000-1000-FBB-0002 | HMHMDVMNGWO |
| MH/WO HSA/Ten Pieces | 2510B4-10000-1000-FBB-0003 | HMHMBEPTPHWO |
| MH/WO HSA/SF Continuum of Care Housing | 2510B4-10000-1000-FBB-0004 | HMHMBFECARTW |
| MH/WO HSA/Housing | 2510B4-10000-1000-FBB-0001 | HMHMHOUSINGWO |
| MH/WO BHP Lifeline | 2510B4-10000-1000-FBB-0002 | HMHMBLIMNSWO |
| MH/WO BHP MSVA | 2510B4-10000-1000-FBB-0003 | HMHMBCNVHWO |
| MH/WO JUV Adult AB88 Waiver | 2510B4-10000-1000-FBB-0001 | HMHMBAB88WO |
| MH/WO JUV Probation Lve Cnctn Revolt | 2510B3-10000-1000-FBB-0001 | HMHMJUDICAWPO |
| MH/WO LNB SOC Partnership | 2510B3-10000-1000-FBB-0001 | HMHMCHPLSSTW |
| SUD 3rd Party - Refer/Client Fees | NA | NA |
| SUD 3rd Party - Insurance Fees | NA | NA |
| SUD 3rd Party - Medicare | NA | NA |
| SUD Fed - SMC FFP CFDA 93.778 | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD Fed - SAPT Maintenance To Base CFDA 93.959 | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD Fed - SAPT Transformation CFDA 93.959 | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD Fed - SAPT Friday Night Grief Data Line CFDA 93.959 | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD Fed - SAPT Perinatal Set Aside CFDA 93.959 | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD Fed - SAPT Primary Prevention Set Aside CFDA 93.959 | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD State - SMC | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD State - Non-DMC | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD State - Drug Court | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD State - Commitment Drug Court | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD State - Dependency Drug Court | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD State - Drug Court Partnership | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD State - Women/Children's Residential | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD State - SMC Expanded | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD State - SMC IOT Extended | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD County - General Fund | 2400B4-10000-1000-FBB-0000 | HMHMDCRSE001 |
| SUD County - General Fund MO CODB | 2400B4-10000-1000-FBB-0000 | HMHMDLCRSE001 |
| SUD County - General Fund RLDO | 2400B4-10000-1000-FBB-0000 | HMHMDLCTRNP |
| SUD County - General Fund Other Services | 2400B4-10000-1000-FBB-0000 | HMHMDTHERNSP |
| SUD Grant - SSCC PRSPR (Prop 47 Grant 2015/16 7/1/2015/6/30 | 2400B4-10001-1000BBB-0002 | HMHMSRCGRANTS HCSA/4-1000 |
| SUD Grant - SSCC PRSPR (Prop 47 Grant 15/16 7/1/15-06/15/16) | 2400B4-10001-1000DBB-0002 | HMHMSRCGRANTS HCSA/4-1000 |
| SUD Grant - SSCC PRSPR (Prop 47 Grant 2016/17 6/1/16-06/15/20) | TBD | HMHMSRCGRANTS HCSA/4-1000 |
| SUD WO - ATD Case Mgmt | 2400B4-10000-1000-BTD-0000 | HMHDHBCHMDWO |
| SUD WO - ATD Peer/Recov Worker | 2400B4-10000-1000-BTD-0000 | HMHDHMPERWO |
| SUD WO - ATD Supervisor | 2400B4-10000-1000-BTD-0000 | HMHDHSUPERWO |
| SUD WO - ATD Data Coordinator | 2400B4-10000-1000-BTD-0000 | HMHDHMDCDWO |
| SUD WO - DCYF Wraparound Centers | 2400B4-10000-1000-BTD-0000 | HMHDHCHWDCWO |
| SUD WO - HSA IRC | 2400B4-10000-1000-BTD-0000 | HMHDHPCSUNDWO |
| SUD WO - Indian PARS | 2400B4-10000-1000-BTD-0000 | HMHDPARS |
| SUD WO - HSA/SH HIV | 2400B4-10000-1000-BTD-0000 | HMHDHCNMLBWO |
| HHS County - General Fund | 1400B4-10000-1000BBB-0000 | HCHHHHWCBOP |
| HHS Fed - CARE Part A - FY01 CFDA 93.914 | 1400B4-10000-1000BDD-0011 | HCHHHHWCBOR |
| HHS WO - HSA HIV Health Services | 1400B4-10000-1000BTD-0000 | HCHHHHWCBWO |
| HPD County - General Fund | 2510B4-10000-1000-FKD-0000 | HCHHHPREFUNDP |
| HUM General Fund | 1700B4-10000-1000-BTD-0000 | HCHHHHHUMGOP |
| HUM General Fund - Mental Health | 2400B4-10000-1000-HBB-0001 | HMHHHHOUSNOP |
| HUM/WO Adult Probation AB109 Distribution Bed | 1700B4-10000-1000-BTD-0000 | HCHHHHBSHMFU |
| HUM/WO Adult Probation Distribution Bed | 1700B4-10000-1000BBB-0000 | HCHHHBBSHMFU |
| HUM ECOH Arthur Hotel Distribution Fiscal | 2510B4-10000-1000-HLB-0000 | HMHHHBCHMMH |
| HUM Distribution Medical Transfer | 2700B4-10000-1000-BBD-0000 | HCHHHMEDTRSP |
| HUM/WO Adult Probation AB109 Distribution Bed | 1700BB-10000-1000BDD-0000 | HCHHHHDISNFU |
| HUM/WO Adult Probation Distribution Bed | 1700BB-10000-1000BTD-0000 | HCHHHHBSHMFU |
| COPC General Fund - Admin | 2510B7-10000-1000-BBD-0000 | HCHHHPHDMNGP |
| COPC General Fund - Medical Results | 2700B4-10000-1000-BBD-0000 | HCHHHPMEDRESP |
| COPC General Fund - Tech Medical | 2510B8-10000-1000-BBD-0010 | HCHHHPTMSVCUP |
| OTHER NON LISTED NONVER | 1700BB-10000-1000TTD-0000 | HCHUNNONVERP |
| OTHER YOUTH DISENGAGE CENTER | 2510B4-10000-1000-BBB-0000 | HCHCYDFFLUP |
| PH WO DPH Healthy Kids | 1700B7-10000-1000-BBB-0000 | HCHHCHBEDWO |
| PH WO DCYF Children/Community Resource Network | 2510B8-10000-1000-BTB-0000 | HCHCCHCCRNWO |
| PH WO DCYF Healthy Kids | 1700B7-10000-1000-TKD-0000 | HCHCHBEDTWO |
| PH WO DCYF Street Violence Prevention | 2510B8-10000-1000-BTB-0000 | HCHPHHLTSDPU |
| Non DPH 3rd Party Insurance Fees | NA | NA |
| Non DPH 3rd Party Refer/Client Fees | NA | NA |
| Non DPH Fund Raisers | NA | NA |
| Non DPH In-Kind | NA | NA |
| Non DPH Provider's Fund | NA | NA |
| Non DPH Provider's Grants | NA | NA |

# Appendix C
# Reserved

# Appendix D
# Reserved

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 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.

**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 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 pursuan to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

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

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

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

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

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

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

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

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

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

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

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

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

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

**3. Termination.**

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

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

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

**d. Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure 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.

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

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

| Contractor Name: | Bayview Hunters Point Foundation | Contractor City Vendor ID | 0000024522 |
|---|---|---|---|

# PRIVACY ATTESTATION

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

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

**I. All Contractors.**

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

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

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

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

| ATTESTED by Privacy Officer or designated person | Name: (print) | | Signature | | Date | |
|---|---|---|---|---|---|---|

**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 | |
|---|---|---|---|---|---|---|

| Contractor Name: | Bayview Hunters Point Foundation | Contractor City Vendor ID | 0000024522 |
|---|---|---|---|

# DATA SECURITY ATTESTATION

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

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

**I. All Contractors.**

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

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

| ATTESTED by Data Security Officer or designated person | Name: (print) | | Signature | | Date | |
|---|---|---|---|---|---|---|

**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 | |
|---|---|---|---|---|---|---|

# Appendix G
# Dispute Resolution Procedure
# For Health and Human Services Nonprofit Contractors
# 9-06

## Introduction

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

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

## Dispute Resolution Procedure

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

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

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

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix
PAGE A

Control Number

INVOICE NUMBER: S04 JL 18

**Contractor: Bayview Hunters Point Foundation For Cmmnty Improvement**

Ct. Blanket No.: BPHM TBD

User Cd

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

Ct. PO No.: POHM TBD

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

**BHS**

Fund Source: SUD County - General Fund

July 2018

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

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

ACE Control Number:

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| **B-5 Jelani Family Program PC# - 38502 & 38505 - (HMHSCCRES227) 240646-10000-10001681-0003** | | | | | | | | | | | | |
| Res-56a ODS Transitional Living Center | 5,475 | 15 | | | - | - | 0% | 0% | 5,475 | 15 | 100% | 100% |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Unduplicated Counts for AIDS Use Only.

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

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

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

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

DPH Authorization for Payment

Authorized Signatory Date

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

Appendix F
PAGE B

Control Number

Invoice Number: S04 JL 18

User Cd

CT PO No.

Contractor: **Bayview Hunters Point Foundation For Cmmnty Improvement**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

| NAME & TITLE | FTE | BUDGETED SALARY | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|---|
| Program Director | 1.00 | $ 74,000.00 | $ - | $ - | 0.00% | $ 74,000.00 |
| Case Manager | 1.00 | $ 40,000.00 | $ - | $ - | 0.00% | $ 40,000.00 |
| Intake & Billing Clerk Specialist | 0.50 | $ 19,760.00 | $ - | $ - | 0.00% | $ 19,760.00 |
| Monitors | 5.00 | $ 166,400.00 | $ - | $ - | 0.00% | $ 166,400.00 |
| Facilities Coordinator | 0.50 | $ 23,000.00 | $ - | $ - | 0.00% | $ 23,000.00 |
| **TOTAL SALARIES** | 8.00 | $ 323,160.00 | $ - | $ - | 0.00% | $ 323,160.00 |

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

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Control Number

| | |
|---|---|
| INVOICE NUMBER: | M13 JL 18 |
| Ct.Blanket No.: BPHM | TBD |
| Ct. PO No.: POHM | TBD (User Cd) |
| Fund Source: | MH CYF County General Fund |
| Invoice Period: | July 2018 |
| Final Invoice: | (Check if Yes) |
| ACE Control Number: | |

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

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

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

**BHS**

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

PHP Division: Behavioral Health Services

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

Unduplicated Counts for AIDS Use Only.

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

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

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

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

DPH Authorization for Payment

Authorized Signatory _____ Date _____

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

Appendix F
PAGE B

Control Number

Invoice Number
M13 JL 18

User Cd

CT PO No.

Contractor: **Bayview Hunters Point Foundation For Community Improvement**

Tel No.:

**DETAIL PERSONNEL EXPENDITURES**

| NAME & TITLE | FTE | BUDGETED SALARY | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|---|
| Clinical Director | 0.07 | $ 6,000.00 | $ - | $ - | 0.00% | $ 6,000.00 |
| Program Director/ Case Manager | 0.75 | $ 55,000.00 | $ - | $ - | 0.00% | $ 55,000.00 |
| Counselors | 2.00 | $ 70,000.00 | $ - | $ - | 0.00% | $ 70,000.00 |
| TOTAL SALARIES | 2.82 | $ 131,000.00 | $ - | $ - | 0.00% | $ 131,000.00 |

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

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

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

Appendix F
PAGE A

Control Number

**BHS**

INVOICE NUMBER: M12 JL 18

Ct.Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: MH MHSA (PEI)

Invoice Period : July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

Contractor: Bayview Hunters Point Foundation For Cmmnty Improvement

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

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

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

PHP Division: Behavioral Health Services

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

*Unduplicated Counts for AIDS Use Only.

| DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only) | Total Contracted UOS | Total Contracted CLIENTS | Delivered THIS PERIOD UOS | Delivered THIS PERIOD CLIENTS | Unit Rate | AMOUNT DUE | Delivered to Date UOS | Delivered to Date CLIENTS | % of TOTAL UOS | % of TOTAL CLIENTS | Remaining Deliverables UOS | Remaining Deliverables CLIENTS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| B-2 School-Based Centers (Balboa) (HMHMOPROP53-PMHS63-1830) 251984-17156-10031199-0020 | | | | | | | | | | | | | |
| 45/ 10 - 19 OS - MH Promotion | 375 | | | | $ 281.17 | $ - | 0.000 | | 0.00% | | 375.000 | | $ 105,4[illegible].75 |
| 45/ 20 - 29 OS - Cmmty Client Svcs | 520 | | | | $ 280.01 | $ - | 0.000 | | 0.00% | | 520.000 | | 145,[illegible].20 |
| TOTAL | 895 | | 0.000 | | | | 0.000 | | 0.00% | | 895.000 | | $ 251,[illegible].95 |

| | | | | |
|---|---|---|---|---|
| Budget Amount | $ 251,041.00 | Expenses To Date | % of Budget | Remaining Budget |
| | | $ - | 0.00% | $ 251,041.00 |

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

NOTES:

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

Signature: _____ Date: _____

Title: _____

Send to:

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

DPH Authorization for Payment

_____ Authorized Signatory

_____ Date

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Control Number

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

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

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

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

**BHS**

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

PHP Division: Behavioral Health Services

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

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|
| Total Salaries | $ 68,662.00 | $ - | $ - | 0.00% | $ 68,662.00 |
| Fringe Benefits | $ 25,405.00 | $ - | $ - | 0.00% | $ 25,405.00 |
| **Total Personnel Expenses** | $ 94,067.00 | $ - | $ - | 0.00% | $ 94,067.00 |
| Operating Expenses: | | | | | |
| Occupancy | $ - | $ - | $ - | 0.00% | $ - |
| Materials and Supplies | $ 1,000.00 | $ - | $ - | 0.00% | $ 1,000.00 |
| General Operating | $ 4,000.00 | $ - | $ - | 0.00% | $ 4,000.00 |
| Staff Travel | $ - | $ - | $ - | 0.00% | $ - |
| Consultant/ Subcontractor | $ - | $ - | $ - | 0.00% | $ - |
| Other: | $ - | $ - | $ - | 0.00% | $ - |
| | $ - | $ - | $ - | 0.00% | $ - |
| | | | | | |
| **Total Operating Expenses** | $ 5,000.00 | $ - | $ - | 0.00% | $ 5,000.00 |
| **Capital Expenditures** | $ - | $ - | $ - | 0.00% | $ - |
| **TOTAL DIRECT EXPENSES** | $ 99,067.00 | $ - | $ - | 0.00% | $ 99,067.00 |
| **Indirect Expenses** | $ 14,860.00 | $ - | $ - | 0.00% | $ 14,860.00 |
| **TOTAL EXPENSES** | $ 113,927.00 | $ - | $ - | 0.00% | $ 113,927.00 |
| **Less: Initial Payment Recovery** | | | NOTES: | | |
| **Other Adjustments** (DPH use only) | | | | | |
| | | | MH WO - 251962-10002-10001799-0002 - $111,148.00 | | |
| | | | MH CYFCnty CODB - 251962-10002-10001799-0002 - $2,779.00 | | |
| **REIMBURSEMENT** | | $ - | | | |

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

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

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

DPH Authorization for Payment

Authorized Signatory _____ Date _____

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

Appendix F
PAGE B

Control Number

Invoice Number: M11 JL 18

User Cd

CT PO No.

Contractor: **Bayview Hunters Point Foundation For Community Improvement**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

| NAME & TITLE | FTE | BUDGETED SALARY | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|---|
| Therapist 1 | 0.50 | $ 34,331.00 | $ - | $ - | 0.00% | $ 34,331.00 |
| Therapist 2 | 0.50 | $ 34,331.00 | $ - | $ - | 0.00% | $ 34,331.00 |
| TOTAL SALARIES | 1.00 | $ 68,662.00 | $ - | $ - | 0.00% | $ 68,662.00 |

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

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

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

Appendix F
PAGE A

Control Number

**BHS**

INVOICE NUMBER: M09 JL 18

Ct.Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

MH County Adult - General Fund

Invoice Period : July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

**Contractor:** Bayview Hunters Point Foundation For Cmmnty Improvement

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

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

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

PHP Division: Behavioral Health Services

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

*Unduplicated Counts for AIDS Use Only.

| DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only) | Total Contracted UOS | Total Contracted CLIENTS | Delivered THIS PERIOD UOS | Delivered THIS PERIOD CLIENTS | Unit Rate | AMOUNT DUE | Delivered to Date UOS | Delivered to Date CLIENTS | % of TOTAL UOS | % of TOTAL CLIENTS | Remaining Deliverables UOS | Remaining Deliverables CLIENTS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **B-3 Children's Behavioral Health Outpatient PC# 38516 - (HMHMCP751594) 251962-10000-10009670-0001** | | | | | | | | | | | | | |
| 15/ 10 - 57, 59 OP - MH Svcs | 113,680 | | | | $ 4.24 | $ - | 0.000 | | 0.00% | | 113,680.000 | | $ 482,0[illegible].20 |
| 15/ 70 - 79 OP - Crisis Intervention | 60 | | | | $ 5.53 | $ - | 0.000 | | 0.00% | | 60.000 | | [illegible]31.80 |
| 15/ 01 - 09 OP - Case Mgt Brokerage | 3,722 | | | | $ 3.26 | $ - | 0.000 | | 0.00% | | 3,722.000 | | 12,13[illegible].72 |
| 45/ 20 - 29 OS - Cmmty Client Svcs | 162 | | | | $ 170.78 | $ - | 0.000 | | 0.00% | | 162.000 | | 27,6[illegible].38 |
| **TOTAL** | 117,624 | | 0.000 | | | | 0.000 | | 0.00% | | 117,624.000 | | $ 522,13[illegible].08 |

| Budget Amount | Expenses To Date | % of Budget | Remaining Budget |
|---|---|---|---|
| $ 522,096.00 | $ - | 0.00% | $ 522,096.00 |

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

NOTES:

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

Signature: _____ Date: _____

Title: _____

Send to:

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

DPH Authorization for Payment

_____ Authorized Signatory

_____ Date

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

Appendix F
PAGE A

Control Number

**BHS**

INVOICE NUMBER: M06 JL 18

Ct.Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

MH Adult Fed/ State/ County - GF

Invoice Period : July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

**Contractor: Bayview Hunters Point Foundation For Cmmnty Improvement**

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

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

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

PHP Division: Behavioral Health Services

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

*Unduplicated Counts for AIDS Use Only

| DELIVERABLES Program Name/Replg. Unit Modality/Mode # - Svc Func (MH Only) | Total Contracted UOS | Total Contracted CLIENTS | Delivered THIS PERIOD UOS | Delivered THIS PERIOD CLIENTS | Unit Rate | AMOUNT DUE | Delivered to Date UOS | Delivered to Date CLIENTS | % of TOTAL UOS | % of TOTAL CLIENTS | Remaining Deliverables UOS | Remaining Deliverables CLIENTS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **B-1 Adult Behavioral Health PC# 38513 - (HMHMCC738515) 251984-10000-10001792-0001** | | | | | | | | | | | | | |
| 15/ 10 - 57, 59 OP - MH Svcs | 178,821 | | | | $ 4.55 | $ - | 0.000 | | 0.00% | | 178,821.000 | | $ 813,636.55 |
| 15/ 60 - 69 OP - Medication Support | 32,798 | | | | $ 7.24 | $ - | 0.000 | | 0.00% | | 32,798.000 | | 237,457.52 |
| 15/ 70 - 79 OP - Crisis Intervention | 430 | | | | $ 6.01 | $ - | 0.000 | | 0.00% | | 430.000 | | 2,584.30 |
| 15/ 01 - 09 OP - Case Mgt Brokerage | 17,669 | | | | $ 3.51 | $ - | 0.000 | | 0.00% | | 17,669.000 | | 62,018.19 |
| 45/ 20 - 29 OS - Cmmty Client Svcs | 421 | | | | $ 183.55 | $ - | 0.000 | | 0.00% | | 421.000 | | 77,274.55 |
| **TOTAL** | 230,139 | | 0.000 | | | | 0.000 | | 0.00% | | 230,139.000 | | $ 1,192,970.11 |

| | | | | |
|---|---|---|---|---|
| **Budget Amount** | $ 1,193,526.00 | **Expenses To Date** | **% of Budget** | **Remaining Budget** |
| | | $ - | 0.00% | $ 1,193,526.00 |

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

NOTES:

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

Signature: _____ Date: _____

Title: _____

Send to:

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

DPH Authorization for Payment

_____ Authorized Signatory

_____ Date

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

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

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

# Appendix H

## San Francisco Department of Public Health
## Privacy Policy Compliance Standards

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

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

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

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

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

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

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

As Measured by: Documentation showing individual was trained exists

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

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

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

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

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

As Measured by: Documentation exists.

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

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

## Appendix I

## THE DECLARATION OF COMPLIANCE

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

**Appendix J**

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

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

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

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

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

**Reference Documents**

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

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

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

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

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

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

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)
http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)
http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines
http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

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

Document 2C: Title 22, California Code of Regulations
http://ccr.oal.ca.gov

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf

Document 2F: Standards for Drug Treatment Programs (October 21, 1981)
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf

Document 2G Drug Medi-Cal Billing Manual
http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Document 3S CalOMS Treatment Data Compliance Standards

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

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

Document 5A : Confidentiality Agreement

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

**I. Subcontractor Documentation**

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

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

**Records**

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

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.

2. Providers shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.

3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.

4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

5. Provider's shall require that all subcontractors comply with the requirements of this Section A.

6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.

If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

## II Patient Record Retention

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

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

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

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

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

## III. Control Requirements

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

a) HSC, Division 10.5, commencing with Section 11760;

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

c) Government Code Section 16367.8;

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

e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;

f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.

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

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

i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,

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

K) Medi-Cal Eligibility Verification
http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx

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

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

3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SABG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:

a) Document 1C, Driving-Under-the-Influence Program Requirements;

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

**IV Provider's Agents and Subcontractors**

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

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

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

**V Breaches and Security Incidents**

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

a. **Initial Notice to the Department**

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

(2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of provider.
Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx
Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:

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

b. **Investigation and Investigation Report.**

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

*c.* **Complete Report.**

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

d. **Responsibility for Reporting of Breaches**

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

e. **Responsibility for Notification of Affected Individuals**

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

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

**f. Department Contact Information**

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

**VI Additional Provisions for Substance Abuse Block Grant (SABG)**

**A. Additional Intergovernmental Agreement Restrictions**

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

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

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

**C. Hatch Act**

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

**D. No Unlawful Use or Unlawful Use Messages Regarding Drugs**

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

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

**E. Noncompliance with Reporting Requirements**

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

**F. Debarment and Suspension**

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

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

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

**H. Restriction on Distribution of Sterile Needles**

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

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

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

**1) Trading Partner Requirements**

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

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

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

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

2) **Concurrence for Test Modifications to HHS Transaction Standards**

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

3) **Adequate Testing**

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

4) **Deficiencies**

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

5) **Code Set Retention**

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

6) **Data Transmission Log**

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

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

I. Nondiscrimination and Institutional Safeguards for Religious Providers

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

**J. Counselor Certification**

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

**K. Cultural and Linguistic Proficiency**

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

**L. Intravenous Drug Use (IVDU) Treatment**

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

**M. Tuberculosis Treatment**

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

1) Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse;

2) Reduce barriers to patients' accepting TB treatment; and,

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

**N. Trafficking Victims Protection Act of 2000**

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

**O. Tribal Communities and Organizations**

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

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

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

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

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

**Q. Youth Treatment Guidelines**

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

**R. Perinatal Services Network Guidelines**

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

**S. Restrictions on Grantee Lobbying – Appropriations Act Section 503**

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

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

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

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

## U. Nondiscrimination in Employment and Services

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

## V. Federal Law Requirements:

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

2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.

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

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

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

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

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

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

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

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

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

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

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

**W. State Law Requirements:**

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

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

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

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

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

**X. Additional Contract Restrictions**

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

**Y. Information Access for Individuals with Limited English Proficiency**

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

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

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

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

**Z. Investigations and Confidentiality of Administrative Actions**

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

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

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

**A1. Subcontract Provisions**

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

**B1. Conditions for Federal Financial Participation**

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

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

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

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

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

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

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

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

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

**2. Each subcontract shall:**

i. Fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract.
ii. Ensure that the Contractor evaluates the prospective subcontractor's ability to perform the activities to be delegated.

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

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

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

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

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

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

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

**The required EBPs include:**

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

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

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

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

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

**C1. Beneficiary Problem Resolution Process**

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

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

i. The beneficiary's right to a state fair hearing, how to obtain a hearing and the representation rules at the hearing.
ii. The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
iii. The beneficiary's right to give written consent to allow a provider, acting on behalf of the beneficiary, to file an appeal. A provider may file a grievance or request a state fair hearing on behalf of a beneficiary, if the state permits the provider to act as the beneficiary's authorized representative in doing so.

iv. The beneficiary may file a grievance, either orally or in writing, and, as determined by DHCS, either with DHCS or with the Contractor.
v. The availability of assistance with filing grievances and appeals.
vi. The toll-free number to file oral grievances and appeals.
vii. The beneficiary's right to request continuation of benefits during an appeal or state fair hearing filing although the beneficiary may be liable for the cost of any continued benefits if the action is upheld.
viii. Any state determined provider's appeal rights to challenge the failure of the Contractor to cover a service.

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

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

4. The Contractor's beneficiary problem resolution processes shall include:
i. A grievance process;
ii. An appeal process; and,
iii. An expedited appeal process.

**Additional Provisions DMC-ODS**

**1. Additional Intergovernmental Agreement Restrictions**

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

**2. Voluntary Termination of DMC-ODS Services**

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

**3. Nullification of DMC-ODS Services**

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

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

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/06/2018

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

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

PRODUCER
Merriwether & Williams Insurance Services
License No.: OCO1378
550 Montgomery St., Suite 550
San Francisco CA 94111

CONTACT NAME: Myra Hogue
PHONE (A/C, No, Ext): (415) 986-3999
FAX (A/C, No): (415) 986-4421
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Scottsdale Insurance Co. | |
| INSURER B: National Casualty Insurance Company | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Bayview Hunters Point Foundation For Community Improvement
Jelani House, Inc.
150 Executive Park, Suite 2800
San Francisco CA 94134

COVERAGES CERTIFICATE NUMBER: CL1811613970 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>X POLICY PRO-JECT LOC<br>OTHER | | | OPS0069540 | 11/01/2018 | 11/01/2019 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 5,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 5,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Mandatory in NH]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WCC335063A18 | 07/01/2018 | 07/01/2019 | X PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | PROFESSIONAL LIABILITY<br>CLAIMS MADE/Retro Date: 10/23/1999 | | | OPS0069540 | 11/01/2018 | 11/01/2019 | PER CLAIM | $1,000,000 |
| | | | | | | | AGGREGATE | $3,000,000 |

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Myra Hogue

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SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT NO. 4**

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

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

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

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

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

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

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

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/22/2018

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Arthur J. Gallagher & Co.<br>Insurance Brokers of CA, Inc. LIC #0726293<br>1255 Battery Street, Suite 450<br>San Francisco CA 94111 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : NonProfits' United Vehicle Ins Pool | |
| INSURED<br>Bayview Hunter's Point Foundation for Community Improvement (0740)<br>150 Executive Park, #2800<br>San Francisco CA 94134 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER: 487954999** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE / OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | GENERAL AGGREGATE | $ |
| | POLICY / PRO-JECT / LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | Y | | NPU1000-18 | 7/1/2018 | 7/1/2019 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

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

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

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

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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NonProfits United

**Authorized Representative:**

BAYVI-1 OP ID: AT

# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
R Carrie Insurance Agency, Inc
CA LIC 0C01392
P.O. Box 15580
San Francisco, CA 94115
Irja Carrie

CONTACT NAME: Irja Carrie
PHONE (A/C, No, Ext): 415-567-7660 FAX (A/C, No): 415-474-7409
E-MAIL ADDRESS: irja@carrieins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Hartford Fire Insurance Co | 19682 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Carrie

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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/06/2018

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

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

| PRODUCER | CONTACT NAME: Myra Hogue |
|---|---|
| Meriwether & Williams Insurance Services<br>License No.: OC01378<br>550 Montgomery St., Suite 550<br>San Francisco CA 94111 | PHONE (A/C, No, Ext): (415) 986-3999 FAX (A/C, No): (415) 986-4421<br>E-MAIL ADDRESS: |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Scottsdale Insurance Co. | |
| INSURER B: National Casualty Insurance Company | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Bayview Hunters Point Foundation For Community Improvement
Jelani House, Inc.
150 Executive Park, Suite 2800
San Francisco CA 94134

COVERAGES — CERTIFICATE NUMBER: CL1811613970 — REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | OPS0069540 | 11/01/2018 | 11/01/2019 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 5,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 5,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WCC335063A18 | 07/01/2018 | 07/01/2019 | X PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | PROFESSIONAL LIABILITY<br>CLAIMS MADE/Retro Date: 10/23/1999 | | | OPS0069540 | 11/01/2018 | 11/01/2019 | PER CLAIM<br>AGGREGATE | $1,000,000<br>$3,000,000 |

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

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

CERTIFICATE HOLDER

THE CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY SUBSTANCE ABUSE SVCS
1380 HOWARD, 4TH FL
SAN FRANCISCO CA 94103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Myra Hogue

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s)**

City & County of San Francisco and its officers,
agents and employees
Community Substance Abuse Svcs.
1380 Howard St., 4th Floor
San Francisco, CA 94103

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**A.** In the performance of your ongoing operations; or
**B.** In connection with your premises owned by or rented to you.


© ISO Properties, Inc., 2004

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## NonProfits' United Vehicle Insurance Pool
Automobile Liability Coverage

# ADDITIONAL COVERED PARTY ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**The "Who is an Insured" section of your Automobile Liability Insurance is changed by adding the following:**

Who is Covered includes any person or organization from whom you have leased an auto, from which you have received funding for your operations, or for who you provide services. These persons or organization are protected, if they require to be named, and you agree to name them, as an additional insured, if indicated on the attached Certificate of Coverage, but only with respect to liability arising out of the ownership, use, maintenance, loading or unloading of a covered auto.

**Cancellation:**
Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named on the certificate, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**Premium Payments:**
Those persons or organizations are not responsible for paying premiums for your coverage.

| | |
|---|---|
| Insured: | As shown on the Certificate of Insurance attached. |
| Policy Number: | NPU1000-18 |
| Effective Date: | July 1, 2018 to July 1, 2019 (or otherwise indicated) |

NonProfits United

**Authorized Representative:**

SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT NO.**

| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME) | NAMED INSURED | AGENT NO. |
|---|---|---|---|
| OPS0069540 | 11/01/2018 | Bayview Hunters Point Foundation for Community Improvement | Negley Associates 29518 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED (VICARIOUS)—DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY COVERAGE PART**
**PROFESSIONAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Person or Organization:**

City & County of San Francisco and its officers, agents and employees
Community Substance Abuse Svcs.
1380 Howard St., 4th Floor
San Francisco, CA 94103

In consideration of the premium charged, the coverage afforded under the Coverage Part/Form is extended to the Person or Organization designated above as an Additional Insured but only for any vicarious liability imposed upon the Additional Insured for the negligence of the Named Insured. There is no coverage for the Person or Organization listed above for its sole negligence or any other negligence unless it is the negligence of the Named Insured and such negligence arises directly from the Named Insured's activities performed for the Additional Insured.

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

ANY PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED TO SUCH WAIVER, IN A VALID WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT HAS BEEN EXECUTED PRIOR TO LOSS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 07-01-17 Policy No. WCC335063A Endorsement No.

Insured BAYVIEW HUNTERS POINT Premium $ INCL.

Insurance Company NATIONAL CASUALTY COMPANY

Countersigned By _____

1983 National Council on Compensation Insurance.

DocuSign Envelope ID: 0170E7BD-338D-444E-AAB0-ECEBBFE63AC6

**City and County of San Francisco**
**Office of Contract Administration**
**Purchasing Division**

## First Amendment

THIS AMENDMENT (this "Amendment") is made as of May 1, 2021, in San Francisco, California, by and between **Bayview Hunters Point Foundation** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

## Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount and update standard contractual clauses; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal ("RFP") RFP 8-2017, issued on 8/17/17, RFP 1-2017 issued on 3/7/17, Sole Source San Francisco Administrative Code Chapter 21.42 approved on 6/23/20, and Request for Qualifications ("RFQ") RFQ 17-2016 issued on 7/20/16, in which City selected Contractor as the highest qualified scorer pursuant to the solicitations; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract numbers: 46987-16/17 on 8/2/17, 40587 on 3/2/18, and 44670 16/17 on 6/19/17; and

NOW, THEREFORE, Contractor and the City agree as follows:

## Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2018 (Contract ID # 1000011308), between Contractor and City.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

## Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

2.1 **Definitions.** *The following is hereby added to the Agreement as a Definition in Article 1:*

1.10 "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

2.2 **Term of the Agreement.** *Section 2 Term of the Agreement currently reads as follows:*

2.1 Article The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2021, unless earlier terminated as otherwise provided herein.

2.2 The City has 2 options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 07/01/2021-06/30/2022
Option 2: 07/01/2022-06/30/2023

*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 March 31, 2022, unless earlier terminated as otherwise provided herein.

2.2 The City has 1 options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 4/01/2022-6/30/2023

2.3 **Payment.** *Section 3.3.1 Payment of the Agreement currently reads as follows:*

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Seven Hundred Fifty Seven Thousand Eight Hundred Six Dollars ($9,757,806).** The breakdown of charges associated with

this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

*Such section is hereby amended in its entirety to read as follows:*

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Eight Hundred Thousand One Hundred Thirteen Dollars ($9,800,113).** The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.4 **Contract Amendments; Budgeting Revisions**. *The following is hereby added to Article 3 of the Agreement:*

3.7 **Contract Amendments; Budgeting Revisions.**

3.7.1 **Formal Contract Amendment**: Contractor shall not be entitled to an increase in the Compensation or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 11.5 (Modifications of this Agreement).

3.7.2 **City Revisions to Program Budgets:** The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Program Budget Revision.

3.7.3 **City Program Scope Reduction.** Given the local emergency, the pandemic, and the City's resulting budgetary position, and in order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction.

2.5 **Assignment.** *The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.5 in its entirety:*

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

2.6 **Insurance**. *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.1 in its entirety:*

5.1 **Insurance**.

5.1.1 **Required Coverages.** Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than $1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved. (Technology Errors and Omissions Coverage)

(f) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less $1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 Contractor's Commercial General Liability and Commercial Automobile Liability Insurance policies shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.4 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.5 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.6 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.7 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

5.1.8 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.9 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.10 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

2.7 **Indemnification.** *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.2 in its entirety:*

5.2 **Indemnification.**

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

2.8 **Withholding.** *The following is hereby added to Article 7 of the Agreement:*

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount

required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

2.9 **Termination for Default; Remedies**. *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.2.1 in its entirety:*

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

| | | | |
|---|---|---|---|
| 3.5 | Submitting False Claims. | 10.10 | Alcohol and Drug-Free Workplace |
| 4.5 | Assignment | 10.13 | Working with Minors |
| Article 5 | Insurance and Indemnity | 11.10 | Compliance with Laws |
| Article 7 | Payment of Taxes | Article 13 | Data and Security |

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

2.10 **Rights and Duties Upon Termination or Expiration.** *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.4.1 in its entirety:*

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

| | | | | |
|---|---|---|---|---|
| 3.3.2 | Payment Limited to Satisfactory Services | | 9.1 | Ownership of Results |

| | | | | |
|---|---|---|---|---|
| 3.3.7(a) | Grant Funded Contracts - Disallowance | | 9.2 | Works for Hire |
| 3.4 | Audit and Inspection of Records | | 11.6 | Dispute Resolution Procedure |
| 3.5 | Submitting False Claims | | 11.7 | Agreement Made in California; Venue |
| Article 5 | Insurance and Indemnity | | 11.8 | Construction |
| 6.1 | Liability of City | | 11.9 | Entire Agreement |
| 6.3 | Liability for Incidental and Consequential Damages | | 11.10 | Compliance with Laws |
| Article 7 | Payment of Taxes | | 11.11 | Severability |
| 8.1.6 | Payment Obligation | | Article 13 | Data and Security |
| | | | Appendix E | Business Associate Agreement |

2.11 **Consideration of Salary History.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.4 in its entirety:*

10.4 Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

2.12 **Limitations on Contributions**. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.11 in its entirety:*

10.11 **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date

the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

2.13 **Distribution of Beverages and Water.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.17 in its entirety:*

10.17.1 **Sugar-Sweetened Beverage Prohibition**. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.17.2 **Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

2.14 **Incorporation of Recitals.** *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.3 in its entirety:*

11.3 **Incorporation of Recitals**. The matters recited above are hereby incorporated into and made part of this Agreement.

2.15 **Notification of Legal Requests** *is hereby added and incorporated into Article 11 of the Agreement:*

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

2.16 **Management of City Data and Confidential Information.** *The following is hereby added to Article 13 of the Agreement:*

13.5 **Management of City Data and Confidential Information**

13.5.1 **Access to City Data**. City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.5.2 **Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in

strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.5.3 **Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

2.17 Appendices A-1 through A-5 are hereby replaced in its entirety by Appendices A-1 through A-5, attached to this Amendment and fully incorporated within the Agreement.

2.18 Appendix B is hereby replaced in its entirety by Appendix B, attached to this Amendment and fully incorporated within the Agreement.

2.19 Appendices B-1 through B-5 are hereby replaced in its entirety by Appendices B-1 through B-5, attached to this Amendment and fully incorporated within the Agreement.

2.20 Appendix F is hereby replaced in its entirety by Appendix F, attached to this Amendment and fully incorporated within the Agreement.

2.21 Appendix J dated 7/1/ 2020 (i.e. July 1, 2020) is hereby added for 20-21.

## Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

## Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY
Recommended by:

DocuSigned by:
Greg Wagner
28527524752949F...
5/25/2021 | 2:12 PM PDT

Grant Colfax, MD Date
Director of Health
Department of Public Health

CONTRACTOR
Bayview Hunters Point Foundation

DocuSigned by:
James Bouquin
E456A946F9C049D...
5/20/2021 | 4:07 PM PDT

James Bouquin Date
Interim Executive Director

Supplier ID number: 0000024522

Approved as to Form:

Dennis J. Herrera
City Attorney

By: DocuSigned by:
Louise Simpson
BD54168A4C3B452...
5/20/2021 | 4:20 PM PDT

Louise S. Simpson Date
Deputy City Attorney

Approved:

DocuSigned by:
Taraneh Moayed
9AEA44694D514E7...
5/25/2021 | 3:26 PM PDT

Sailaja Kurella Date
Acting Director, Office of Contract Administration, and Purchaser

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1. **Identifiers:**
   Program Name: Adult Behavioral Health
   5815 Third Street, San Francisco, CA, 94124
   Telephone: 415-822-7500 Fax: 415-822-9767
   Website Address: www.bayviewci.org

   Contractor Address: 150 Executive Park Blvd., Suite 2800, San Francisco, CA, 94134
   Executive Director: Susan Watson (Interim Director)
   Telephone: 415- 468-5100
   Email Address: susan.watson@bayviewci.org

   Program Director: Kimberly Yano
   Telephone: 415- 822-7500x13
   Email Address: Kimberly.yano@bayviewci.org

   Program Code(s): 3851-3

2. **Nature of Document:**

   ☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

3. **Goal Statement:**
To provide mental health services for the purpose of increasing stability, self-sufficiency and success in community living.

4. **Priority Population:**
Adult clients who meet the county's eligibility guidelines and admissions criteria however; with a focus on the residents in the Southeast neighborhoods of the city who are exposed to trauma, financial stress, homelessness and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. BVHPFCI makes every effort to serve all San Franciscans in need. Where a particular program is not the best fit, staff will make an appropriate referral either internally or to a co-service provider in San Francisco.

5. **Modality(s)/Intervention(s):**
Please see Appendix B-1 CRDC page for detailed service breakdown.

Mental health services include: assessment (plan development, mental health evaluation), individual therapy, group therapy, collateral contact, case management, crisis intervention, outreach services/consultation services, and medication support services.

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Based on current public health crisis due to COVID-19, both face to face and telehealth services will be made available to clients for all offered services.

**6. Methodology:**

A. Outreach, recruitment, promotion, and advertisement
BVHPF IBHS conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff is also connected with the Bayshore and Embarcadero navigation centers and downtown SIP hotels to receive referrals to provide service to clients who are being placed in housing in the Southeast neighborhoods.

B. Admission, enrollment and/or intake criteria and process where applicable
Clients served at BVHP IBHS must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

C. Service delivery model
The BVHPF IBHS provides outpatient services that are primarily either clinic based or in a telehealth format but can be delivered when appropriate in the field or at client residences to improve access to care. The clinic will operate Monday through Friday from 9am-5pm. For all client cases, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHPF IBHS does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHPF IBHS will use evidence based practices for the treatment of clients including but not limited to: motivational interviewing, acceptance and commitment therapy (ACT), cognitive behavioral therapy (CBT), insight oriented therapy, family systems therapy, dialectical behavior therapy (DBT), and trauma focused approaches (ex.: cognitive processing therapy (CPT)).

Treatment will be administered using the following modalities:

-Assessment
-Individual Therapy
-Group Therapy
-Collateral services
-Targeted case management
-Medication support services
-Crisis intervention

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-Case management

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through use of translation services provided by the Department of Public Health.

The Bayview Integrated Behavioral Health Service participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians. Priority referrals include Foster Care Mental Health, Child Protective Services (CPS), and Gold Cards (high risk, frequent service users).

D. Discharge Planning and exit criteria and process
The exit criteria for BVHPF IBHS are based upon attainment of the goals and desired outcomes outlined in the treatment plan of care. Staff will continually track client progress and will use a step down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkages to desired resources such has case management, housing support, medical care and/or vocational training so that clients have a network of continuous resources.

E. Program staffing
The BVHPF IBHS is staffed with licensed and license-eligible marriage and family therapists, social workers, psychologists and licensed board certified psychiatrists. All staff is dedicated to serving the community and are responsive to issues of ethnicity, culture, language and gender. Ongoing trainings and supervision are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHPF IBHS is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also working to re-start its practicum training program to bring more developing professionals into the community mental health field.

**F. Objectives and Measurements:**
All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance objectives FY 20-21.

**G. Continuous Quality Improvement:**
Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality

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assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPF IBHS abides by the guidelines and mandates as described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

A. Achievement of contract performance objectives and productivity
The Bayview Integrated Behavioral Health Service follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Avatar reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If a particular staff member is found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

B. Quality of documentation
The BVHPF IBHS identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participates in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All new staff is subject to ongoing documentation review and co-signing by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to MediCal standards. Once a staff member no longer requires a co-signer, their notes, assessments and treatment plans are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency.

Typically the adult services program also monitors documentation via a staff PURQC (Program Utilization Review Quality Committee) structure which meets weekly for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

Since the shelter in place on March 17, 2020, the official PURQC process has been pause, however, we have continued to have clinicians review their documentation as if PURQC were being conducted in the standard format to ensure that the practice is upheld and we are adhering to prescribed standards for service allotment.

C. Cultural Competency

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The Bayview Hunters Point Foundation recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally-relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and other on-site trainings. Guest presenters in particular will be included in on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

D. Client Satisfaction
The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff, and clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

E. Timely completion and use of outcome data
The Bayview Integrated Behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including CANS and ANSA data. All required resource documents are completed within the timelines designated by CBHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year, and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

**H. Required Language: N/A**

**I. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY): N/A**

1. **Identifiers:**
   Program Name: School-based Centers Balboa
   Program Address: 1000 Cayuga Avenue Room 156
   City, State, ZIP: San Francisco CA 94112
   Telephone: 415.469.4512 FAX: 415.337.2135
   Website Address: https://www.sfhealthnetwork.org/primary-care-3/community-health-programs-for-youth-chpy/

   Contractor Address: 150 Executive Park Blvd, Suite 2800
   City, State, ZIP: San Francisco, CA 94134
   Person Completing this Narrative: Owen Morse, Administrative Coordinator
   Telephone: (415) 575-5781
   Email Address: owen.morse@sfdph.org

   Program Code(s): RU 38518

**2. Nature of Document:**

☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

**3. Goal Statement:**

To work from a comprehensive school-based clinic at the San Francisco Unified School District's (SFUSD) Balboa High School, the Balboa Teen Health Center (BTHC) will provide prevention and early intervention behavioral health services including (1) prevention activities that address stigma, and increase awareness of and access to services, (2) screening, assessment, short-term crisis and individual/group counseling services to students and their families and to integrate completely into the student support efforts at the High School provided through the SFUSD school faculty and Wellness Center staff.

**4. Priority Population:**

- Age: Youth ages 11-19
- Gender: Female, Male, Gender Non-Binary, and Transgender.
- Economic Status: Predominantly youth from low income families and foster care, including many youth whose families are on some form of General Assistance
- Ethnic background and language needs: Latino, Asian, Pacific Islander, African American, Filipino, White, and Mixed Race; Includes a significant number of youth whose families are recent newcomers to the United States
- Languages: English, Spanish, Chinese, and other; some interpretation services available
- Zip codes primarily served: 94112, 94134, 94131, 94124, 94127, and 94110.

**5. Modality(s)/Intervention(s):**

See the Appendix B CRDC page.

| Units of Service (UOS) Description | Units of Service | Number of Clients | Unduplicated Clients (UDC) |
|---|---|---|---|
| Leadership Development | 140 | 20 | |
| Outreach and Engagement | 128 | 1200 | |
| Screening and Assessment | 215 | 215 | |
| Crisis Intervention | 50 | 20 | |
| Training and Coaching | 100 | 10 | |
| Mental Health Consultation | 100 | 125 | |
| Individual Therapeutic Services | 860 | 105 | |
| Group Therapeutic Services | 180 | 50 | |
| Total UOS Delivered | 1735 | | |
| Total UDC Served | | | 1200 |

Leadership Development (MHSA Activity Category)

(1) Patient Advisory Council (PAC): The behavioral health lead will partner with BTHC staff health educators, and work with collaboration from SFUSD Balboa Wellness Center Coordinator and Health Outreach Worker to: (1) train 6-10 peer advocates/educators from amongst the Balboa High School students -the PAC members themselves - and (2) will work in tandem with PAC members, providing oversight to develop education and outreach materials and content.
Presentations developed will, (a) address the issue of stigma related to youth accessing BH services, (b) educate on minor consent and access to services, and (c) present several behavioral health issues common to our target population with support options.

Timeline: July 2020- June 2021: ongoing peer development and training
UOS: 140 hours leadership development - youth training/development

Outreach and Engagement (MHSA Activity Category)

(2) Classroom presentation outreach and engagement: A BTHC staff Health Educator and the PAC will work with the SFUSD Wellness coordinator and health education faculty to organize and facilitate PAC-

lead peer education health presentations, in particular in Balboa 9th grade Health and Life-Skills classes. Topics will include minor consent laws, access to services for youth, anti-stigma messaging as it relates to youth and BH services, healthy relationships, and other relevant topics. The PAC will also reach other students through school-wide and local community events and health fairs and through Bal-TV.
In addition, the BTHC Health Educator will conduct classroom presentations on key health topics which are cogent to behavioral health- such as healthy relationships, sexuality, and hygiene- with youth who have been detained at the Juvenile Justice Center. These presentations will highlight services available to youth at DPH Community Health Programs for Youth (CHPY) Clinics, of which BTHC is one.

Timeline: August/September 2020: revise classroom presentations as needed
October 2020: Coordinate group trainings with classroom teachers and health educator or PAC members- prepare to implement lessons.
October 2020 – June 2021: implement classroom outreach/lessons
UOS: 60 hours outreach and engagement (20 classes (1.5 hours each) + 1.5 hours preparation for each class)

Parent/ Family/ Community outreach and engagement: With guidance from staff Health Educators and the High School's Community Youth Outreach Worker (CHOW) The PAC will attend the school's Parent-Teacher-Student Association (PTSA) meetings, and develop and provide four annual health presentation at them, inviting students, their parents and other family members, Balboa High School teachers and administrators, and others to attend. These informational presentations will highlight health issues that the PAC feels are relevant, relating to youths' lives (health, vaping, communication) and accessing care. They will serve to help parents to understand normal adolescent development, identify issues impacting positive development, and address parental roles in supporting healthy youth. As an incentive for participation, students will receive community service hours (25 hours required per school year in order to graduate on stage at the end of senior year) for attending these meetings with a parent/guardian. In addition, BTHC/Wellness staff will work with parent liaisons at Balboa High School to inform parents of services available through the Wellness Center and to engage them in outreach activities. This may include staff attendance and presentations at monthly school and utilizing the PTSA newsletter to send out information and elicit feedback on a monthly basis. SFUSD Wellness staff, BTHC staff, and PAC members, will also participate in periodic clinic open houses, during school-wide parent events- inviting families to come and see the clinic and learn about its services.

Timeline: September 2020-June 2021:
UOS: 68 hours total (4 45-minute presentations + 16 hours preparation per presentation + 2 clinic open houses at 2 hours each)

<u>Screening and Assessment</u> (MHSA Activity Category)

(3) Screening: 120 youth
Any student can self-refer for behavioral health services at BTHC. However, students are most often referred for screening and assessment by someone other than themselves including a friend or parent, school faculty, intra-clinic referral, or from another agency or school. Behavioral health staff meets with the student to screen (identify issues) and assess (determine level of need for intervention). During the assessment phase, staff also determines whether the client meets criteria for minor consent or requires parental consent to continue to treatment phase.

When indicated, parents and/or other family members may be requested to participate in services with their child. In these cases, the family will be asked to come in for an assessment visit which may lead to an agreement for time limited treatment.

Timeline: July 2020 – June 2021, services are ongoing
UOS: 120 hours screening (120 youth/families X average 60 minute screening)

Assessment: 95 youth will be assessed for services

Timeline: services are ongoing July 2019 – June 2020
UOS: 95 hours assessment services (95 youth X one hour)

Crisis Response (MHSA Activity Category)

(4) Crisis intervention: will be provided as needed; this may include both individual and group services;
Timeline: services are ongoing August 2020 – June 2021
UOS: 50 hours crisis intervention (20 youth X 2.5 hour's average time spent/client)

Training and Coaching (MHSA Activity Category)

(5) BTHC Behavioral Health Staff will participate in weekly case-conference reviews, which will include all behavioral health clinicians at BTHC, any graduate student interns working with the program, and program Health Educators. BTHC BH staff will also participate in monthly All DPH division-wide (Primary Care, Community Health Programs for Youth) Conference/Consulting Groups which will include mental health providers from all CHPY sites and focus partially on potential opportunities for integration of services across CHPY sites.
In addition, key staff will participate in Behavioral Health seminars and conferences throughout the year.

Timeline: July 2010 – June 2021: weekly and monthly consultation groups
UOS: 100 hours training and coaching (40 weekly BTHC team meetings + 10 monthly CHPY team meetings at an average of 2 hours per meeting + time for additional staff trainings)

Mental Health Consultation (MHSA Activity Category)

(6) Staff Consultation: these services included BTHC staff participation in school-based meetings such as Student Success Teams and other student oriented meetings. Staff will also work with individual teachers or other agency staff on behalf of client/family needs. Staff will attend a minimum of 40 school-based meetings and consult with a minimum of 50 adults.

Timeline: September 2020 – June 2021: services are ongoing
UOS: 50 hours group consultation (25 meetings X 2 hours each)
UOS: 50 hours individual consultation (100 individual consults X 30 minutes average)

## Early Intervention Services and Strategies

Youth N= 155 (105 individual, 50 group with duplication)
+ Family members/Other Adults as indicated
UOS = 1040

Individual Therapeutic Services (MHSA Activity Category)

(7) Brief individual/family therapy: utilizing motivational interviewing, CBT, brief therapy, and systems theory, a minimum of 100 youth will access individual and family services

UOS: 860 hours individual therapy/counseling (105 youth/families x average 6 one hour sessions plus average 2 hour charting time per youth – includes youth already screened/assessed from prior year)

Group Therapeutic Services (MHSA Activity Category)

(8) Groups: High School/ Various: This year BTHC will offer a minimum of 3 group series to meet student needs as determined by student feedback, BHS faculty and staff input, and clinic capacity.
UOS: 180 hours (60 groups x 3 hours group/prep/charting)

**6. Methodology:**

A. The services of Balboa Teen Health Center are targeted to youth that live and/or go to school in the Southeast Sector of San Francisco, particularly the students of Balboa High School. In order to promote services and recruit participants, BTHC maintains an active role in school events in the central quad. In recent months, as the High School communities health programming has expanded, BTHC staff has also begun working alongside SFUSD Wellness Center staff – working in tandem with the assigned Wellness Coordinator and Community Outreach Worker (CHOW) to reach student community members, provide them with health education, and make them aware of services they can access at the clinic.

   Additionally, as a component of the Comprehensive Sexual Health Education conducted by BTHC health educators annually with all Balboa HS freshmen, students are given tours of the clinic which include a description of the services available and a Q and A session with Clinic staff. The Balboa Teen Health Center has a PAC, which is comprised annually of 12+ students from Balboa High School. PAC members play a very active role in developing and implementing the outreach and engagement components of the BTHC Outpatient Behavioral Health Program. PAC members also provide classroom interventions in collaboration with BTHC health educators, presenting on issues including minor consent and mental health counseling. Additionally, the PAC provides a vital sounding board for Behavioral Health staff, providing general feedback on services provided and ideas for how services could be made more youth positive and accessible.

B. Eligibility criteria for PAC membership: (1) brief written application; (2) interviewed by current PAC members who vote on new membership with Coordinator input.
   Intake criteria for individual and group services: services are available to any SFUSD student ages 12-19; whether students are self- referred or referred by someone else, all are screened and assessed, and for those youth who consent to services, goals are developed by mutual agreement between client and counselor.

C. BTHC is open Monday, Tuesday, Thursday, and Friday between the hours of 8:00 am and 4:30 pm, and on Wednesdays from 8:00am to 1:00pm (to allow for administrative time and meetings on Wednesday afternoons). In addition, BH services may be offered later in the evening to accommodate family involvement if needed. Direct services are provided in clinic, in classrooms, and in some instances in the community. Outreach and engagement services are provided through use of social media (BalTV, school loop, web-based, etc) and through outreach events (PTSA meeting presentations, classroom presentations, etc.).

BTHC has made considerable efforts to develop a truly multidisciplinary team that provides a seamless, comprehensive system of care for clients which includes:

- Warm handoffs between disciplines including utilizing a behaviorist model in primary care, which tends to work equally as well with health education.
- Use of weekly all-staff client review so that medical, behavioral and education staff can all contribute to treatment plans, and share information to support client success.
- Close working relationships with Balboa High School faculty and Administration (the most significant referral source for BTHC's programs)
- Single point of intake- whichever discipline students' access first completes the preliminary steps for intake (i. e. consents singed, HIPPAA signed, psychosocial history completed, etc.) so that this process does not need to be repeated if a client accesses several services.
- Linkages: Collaborative relationships are in place to provide additional services for specific populations including:
  - Huckleberry Youth Programs, Larkin Street Youth Services, 3rd Street Youth Center and Clinic, LYRIC -access to supportive services and housing for youth through CHPY partner agencies
  - Cole Street Youth Clinic, Burton Wellness Center, Willie Brown Wellness Center, Larkin Street Youth Clinic, Dimensions Clinic, 3rd Street Youth Clinic, New Generation Health Center- access to additional healthcare services for different youth populations through CHPY network clinics.

D. Youth will show readiness for discharge by successfully completing treatment plan goals which may include (1) successful strategies for dealing with stress and mental health issues in the family or with peers (if identified), (2) increased school attendance, participation (3) reduced risky sexual behaviors and increased safer sex practices for those youth who identify, and (4) improved health habits as compared to baseline measures particularly related to nutrition, sleep, exercise, and mood. Successful completion may also be tied to youth's ability to follow through and engage in other services they are referred to to support and maintain positive life changes

E. BTHC Behavioral Health Services staff includes 3 full time mental health/substance abuse counselors (therapists), up to 2 graduate interns, and 1 full time Health Educator and Outreach worker. Outreach and Engagement and Leadership Development activities are conducted by all BH Services staff. Crisis Intervention and Screening and Assessment are provided by staff Therapists and Graduate Interns. Training and Coaching are conducted with the participation of all staff. Mental Health Consultation is provided by staff Therapists and secondarily by Graduate interns. Individual and Group Therapeutic services are provided by staff and Therapists and Graduate Interns. In addition to MHSA funding, this program receives support SFDPH General Funds and from SFUSD General Funds; MHSA does not support health education staff or any SFUSD Wellness Center staff; MHSA funding provides support for therapist position staffing.

**7. Objectives and Measurements:**

**All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance Objectives FY 20-21**

**8. Continuous Quality Improvement:**

1. All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance Objectives FY 20-21

2. As a DPH managed program within the Primary Care division, Community Health Programs for Youth (CHPY), over the past months BTHC has transitioned to using the Epic Electronic Health Record. Continuing into this fiscal year, we have participated in the development and perfection of both standardized and specific work-flows for Behavioral Health services for Adolescent and Transitional Aged Youth within Epic. These work-flows will ensure a standardization in documentation practices, adherence, compliance, and quality. CHPY Behavioral Health leadership will perform documentation audits on all CHPY assigned behavioral health clinicians twice annually.

3. BTHC adheres to DPH and SFUSD mandated requirements for cultural competency, including but not limited to making multilingual signage and forms available to clients, ensuring that health education, and promotion materials are reflective of our ethnically diverse client population, and ensuring that planned outreach events and programming are reflective of and responsive to this diversity as well. In FY 2020-21, as part of the monthly CHPY All Staff meetings series, therapists and health educators at BTHC, as well as the medical and auxiliary staff they work alongside, will participate in cultural competency focused trainings and exercises. Clinicians, providers, and CHPY leadership will also attend a series of equity focused trainings throughout the year, designed to highlight efforts and methodology to overcome and be conscious of health disparities in San Francisco.

4. In FY 20-21 BTHC plans to implement a discharge survey to all behavioral health clients, as a tool for tracking client satisfaction and identifying service delivery issues that need to be addressed. This survey will be administered throughout the year on an ongoing basis and results will be tabulated on a quarterly basis, allowing BTHC behavioral health staff to discern issues and complications as they arise. In addition, BTHC will continue to make use of the PAC as a resource for client and youth feedback and input on our services.

5. Timely completion and use of outcome data, including, but not limited to, CANS and/or ANSA data (Mental Health Programs only) or CalOMS (Substance Use Disorder Treatment Programs only).
As a tool for tracking both Behavioral Health indicators and outcomes, BTHC is joining the rest of DPH Primary Care in implementing the Behavioral Health Vital Signs (BHVS) evaluative tool. The BHVS module developed specifically for adolescents includes administering the PHQ-2 and PHQ-9A (when PHQ2 is positive) depression assessments with all incoming clients, and then referring clients scoring 9 or higher to BH services. Thereafter, clients will be reevaluated using the same tool and protocol in order to ensure that interventions were successful

**9. Required Language:**
N/A

**10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):**

N/A

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1. **Identifiers:**
   Program Name: Children Outpatient
   Program Address: 5815 Third Street, San Francisco, CA, 94124
   Telephone: 415-822-7500 Fax: 415-822-9767
   Website Address: www.bayviewci.org

   Contractor Address: 150 Executive Park Blvd., Suite 2800, San Francisco, CA, 94134
   Executive Director: Susan Watson (Interim)
   Telephone: 415- 468-5100
   Email Address: susan.watson@bayviewci.org

   Program Director: Kimberly Yano
   Telephone: 415- 822-7500x13
   Email Address: Kimberly.yano@bayviewci.org

   Program Code(s): 3851-6

2. **Nature of Document:**

   ☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

3. **Goal Statement:**
To provide mental health services to young community members and their families that will support healthy development and improve functioning in the home, school and community.

4. **Priority Population:**
Youth under the age of 18 years within the SFUSD's Bayview Superintendent Zone and who meet the county's eligibility guidelines and admissions criteria with a primary focus on residents in the Southeast neighborhoods who have been exposed to trauma, familial financial stress, homelessness and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. BVHPFCI makes every effort to serve all San Franciscans in need. Where a particular program is not the best fit, staff will make an appropriate referral, either internally or to a co-service provider in San Francisco.

5. **Modality(s)/Intervention(s):**
Please see Appendix B-1 CRDC page for detailed service breakdown.

Mental health services include: assessment (plan development, mental health evaluation), individual therapy, group therapy, family therapy, collateral contact, case management, crisis intervention and outreach services/consultation services.

Based on the current public health crisis due to COVID-19, both face to face and telehealth services will be made available to clients for all offered services. When in person classes resume for SFUSD, school based services will be provided as well.

## 6. Methodology:

A. Outreach, recruitment, promotion, and advertisement

BVHPF IBHS conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff are also partnering more closely with local schools and youth service organizations to encourage access to care.

B. Admission, enrollment and/or intake criteria and process where applicable

Clients served at BVHP IBHS must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

C. Service delivery model

The BVHPF IBHS provides outpatient services that are primarily either clinic based or in a telehealth format but can be delivered when appropriate in the field or at client residences to improve access to care. The clinic will operate Monday through Friday from 9am-5pm. For all client cases, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHPF IBHS does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHPF IBHS will use evidence based practices for the treatment of clients including but not limited to: motivational interviewing, acceptance and commitment therapy (ACT), cognitive behavioral therapy (CBT), insight oriented therapy, family systems therapy, dialectical behavior therapy (DBT), and trauma focused approaches (ex.: cognitive processing therapy (CPT)).

Treatment will be administered using the following modalities:

- -Assessment
- -Individual Therapy
- -Group Therapy
- -Family therapy
- -Collateral services
- -Targeted case management
- -Crisis intervention
- -Case management

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through use of translation services provided by the Department of Public Health.

The Bayview Integrated Behavioral Health Service participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians. Priority referrals include Foster Care Mental Health, Child Protective Services (CPS), and Child Crisis.

D. Discharge Planning and exit criteria and process
The exit criteria for BVHPF IBHS are based upon attainment of the goals and desired outcomes outlined in the treatment plan of care. Staff will continually track client progress and will use a step down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkages to desired resources such has case management, ongoing educational support and/or vocational training so that clients have a network of continuous resources.

E. Program staffing
The BVHPF IBHS is staffed with licensed and license-eligible marriage and family therapists, social workers, psychologists and licensed board certified psychiatrists. All staff are dedicated to serving the community and are responsive to issues of ethnicity, culture, language and gender. Ongoing trainings and supervision are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHPF IBHS is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also working to re-start its practicum training program to bring more developing professionals into the community mental health field.

## F. Objectives and Measurements:
All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance objectives FY 20-21.

## G. Continuous Quality Improvement:
Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPF IBHS abides by the guidelines and mandates as

described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

A. Achievement of contract performance objectives and productivity
The Bayview Integrated Behavioral Health Service follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Avatar reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If particular staff are found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

B. Quality of documentation
The BVHPF IBHS identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participate in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All new staff are subject to ongoing documentation review and co-signing by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to Medi-Cal standards. Once a staff member no longer requires a co-signer, their notes, assessments and treatment plans are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency.

Typically the adult services program also monitors documentation via a staff PURQC (Program Utilization Review Quality Committee) structure which meets weekly for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

Since the shelter in place on March 17, 2020, the official PURQC process has been paused. However, we have continued to have clinicians review their documentation as if PURQC were being conducted in the standard format to ensure that the practice is upheld and we are adhering to prescribed standards for service allotment.

C. Cultural Competency
The Bayview Hunters Point Foundation recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally-relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and

needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and other on-site trainings. Guest presenters in particular will be included in on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

D. Client Satisfaction
The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff, and clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

E. Timely completion and use of outcome data
The Bayview Integrated Behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including CANS and PSC-35 data. All required resource documents are completed within the timelines designated by CBHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year, and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

**H. Required Language: N/A**

**I. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY): N/A**

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1. **Identifiers:**

| | |
|---|---|
| Program Name: | Dimensions LGBT Outpatient |
| Program Director: | Carol Taniguchi |
| Program Address: | 995 Potrero Avenue (1st floor - Ward 81) |
| City, State, ZIP: | San Francisco CA 94112 |
| Telephone: | (628) 217-6911 |
| Website Address: | https://dimensionsclinicsf.com |

| | |
|---|---|
| Contractor: | Bayview Hunters Point Foundation - Fiscal Intermediary |
| Contractors Address: | 150 Executive Park, Suite 2800, |
| City, State, ZIP: | San Francisco, CA 94134 |
| Telephone: | (415) 468-5100 |
| Executive Director: | Susan Watson |
| Website Address: | https://bayviewci.org/ |

Program Coordinator: Owen Morse
Telephone: (415) 425-1790
Email Address: owen.morse@sfdph.org

Program Code(s): NA

2. **Nature of Document:**

☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

3. **Goal Statement**

As a Fiscal Intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide one full-time therapist to support a portion of the Behavioral Health activities of the Dimensions Clinic. The Dimensions Clinic provides primary care and behavioral health services (mental health and substance use counseling). The goal of the provided staff is to provide short-term group and individual behavioral health counseling to youth, ages 12-25 who identify as lesbian, gay, bisexual, transgender and/or queer (LGBTQ) as well as providing pre-surgical assessments for gender affirming surgeries.

4. **Primary Population:**

Transitional aged youth (TAY) ages 16-24, and other youth aged twelve to twenty-five who identify as lesbian, bisexual, transgender, and/or queer (LGBTQ). While the Bayview Hunters Point Foundation/Dimensions welcomes and serves all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of young people who identify as lesbian, gay, bisexual, transgender and/or queer.

5. **Modality(s)/Intervention(s):**

As a fiscal intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide all human resources related services for the staff therapist. Bayview Hunters Point Foundation for Community Improvement shall work with DPH Community Health Programs for Youth (CHPY) to ensure that fiscal reporting and payments related to the staff are accurate.

The Dimensions Clinic provides comprehensive care, including primary care, sexual health, HIV prevention and education, case management, short-term behavioral health services, and referrals and linkages to other youth services, in the Castro-Mission Health Center as well as greater San Francisco community. The Dimensions Clinic is primarily staffed by the Department of Public Health (DPH). Bayview Hunters Point Foundation for Community Improvement provides two staff to support a portion of Dimensions' behavioral health programming by conducting groups, bio-psycho-social assessments, short-term individual counseling and resource linkage with Dimension clients.

**6. Methodology:**

Bayview Hunters Point Foundation for Community Improvement staff shall provide short-term behavioral health counseling in appropriate settings in order to engage Dimensions' clients, help them learn coping mechanisms and self-sufficiency, and connect them to other community services. Services take place at the following sites: Castro Mission Health Center/ Dimensions and Lavender Youth and Recreation Center (LYRIC).

**7. Outcome Objectives and Measurements**

Bayview Hunters Point Foundation for Community Improvement staff shall provide groups and individual short-term counseling to over 40 youth in FY 2020-21.
35 or more of the clients seen by Foundation Staff for individual counseling will return for 3 or more encounters.
20 or more of the Foundation Staff's group and individual short-tern counseling clients will be referred to Dimensions Medical services.

Outcome and process data will be collected by Foundation staff as behavioral health counseling is conducted and will be tracked using Epic, the San Francisco Department of Public Health electronic health record. Tracking will include all encounters recorded to record utilization, psycho-metric tools typically found in primary care settings to display improvements (i.e. Patient Health Questionnaire 9, PHQ-9 and Car, Relax, Alone, Forget, Friends, Trouble- CRAFFT). The data shall be compiled 45 days after the close of each fiscal year by CHPY staff.

**8. Continuous Quality Improvement**

Bayview Hunters Point Foundation for Community Improvement shall meet with CHPY Clinical Lead to develop Quality Improvement plans, as needed, related to the outreach and engagement portion of the Dimensions Clinic.

**9. Required Language:**

N/A

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**10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):**
N/A

| **Contractor Name:** Bayview Hunters Point Foundation for Community Improvement | **Appendix A-5** |
|---|---|
| **Program Name:** Jelani Family Residential Step-Down Program | **Contract Term:** 07/01/2020—06/30/2021 |
| | **Funding Source:** SUD Fes SABG Discretionary, CFDA 93.959, SUD County GF (MCO) |

1. **Identifiers:**
   Program Name: Jelani Family Residential Step-Down Program
   Program Address: 1638 Kirkwood Street, San Francisco, CA 94124
   Telephone: (415) 814-3254
   Website Address: www.bayviewci.org

   Contractors Address: 150 Executive Park, Suite 2800, CA 94134
   Interim Executive Director: Susan Watson
   Telephone: (415) 468-5100
   Susan.Watson@bayviewci.org

   Program Director: Pamela Gilmore
   Telephone: (415) 814-3254
   pamela.gilmore@jelanihouse.org

   Program Code(s): 38502 / 38505

2. **Nature of Document:**

   ☐ **Original** ☐ **Contract Amendment** ☒ **Request for Program Budget (RPB)**

3. **Goal Statement:**

   To provide a long-term safe living space place that is supportive of recovery for residents after completing an inpatient treatment program.

4. **Priority Population:**

   Adults San Francisco residents recovering from substance use, who have completed an inpatient clinical treatment program and require temporary housing (up to 24 months), which may include children and family members if reunification is central to transition and legally permissible for the resident. While the Bayview Hunters Point Foundation JFRSD Program welcomes and serves all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of men, women and families in the African American and Latinx communities residing in District 10 (Southeast Sector of San Francisco - Bayview Hunters Point, Sunnydale, Potrero Hill) At-risk populations are prioritized within all groups.

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**5. Modality(s) / Intervention(s):**
See Appendix B CRDC page

**6. Methodology:**

Jelani Family Residential Step-Down is supportive of recovery for clients who are transitioning from a more restrictive residential treatment to a less restrictive, longer term residential facility in the community. JFRSD provides a temporary, drug and alcohol free environment to residents that are actively engaged in outpatient treatment for medically necessary SUD provided to the client off-site.

The JFRSD services are available to beneficiaries who are stepping down from inpatient/ residential substance use disorder treatment. Clients must be concurrently in treatment, specifically in outpatient (OP), intensive outpatient (IOP), Opioid Treatment Program (OTP), or Outpatient (aka: Ambulatory) Withdrawal Management (OP-WM) settings.

JFRSD is A sub-acute, short-termed, residential facility that provides support and access to outpatient treatment in a 24 hour staffed, open home-like environment. The program is not clinical in nature and as such care management and 24/7 monitoring are the primary direct services. Jelani Family will provide assistance in building life skills (e.g. resume and scheduling assistance, time management practices) and will also maintain a calendar of external service opportunities available to residents.

Jelani Family JFRSD Program will focus on providing housing to those who match the outlined criteria. The program offers storage for food and personal items but does not provide these and other basic necessities except upon admittance into the program.

The main function of the care management services is to facilitate connections to outside providers. Each client is responsible for making and maintaining these service relationships on their way toward complete independence. When appropriate, the care manager may make the residential facility available to external programs.

Indirect services include outpatient services but shall not be limited to Clinical treatment

- Support groups
- Employment counseling
- Family counseling
- Financial assistance
- Transportation
- Education

7. **Objectives and Measurements:**
All objectives and descriptions of how objectives will be measured, are contained in the BHS document entitled "Behavioral Health Services - Adult and Older Adult Performance Objectives – FY20-2021"

   a. **Individualized Objectives**

   None

8. **Continuous Quality Improvement (CQI):**

The Bayview Hunters Point Jelani Family Program CQI activities are designed to enhance, improve and monitor quality of services.

A. The Program will identify areas of improvement through chart reviews and case conferences which are conducted on a quarterly basis. Avatar reports will be reviewed and reconciled on a monthly basis by the Intake & Billing Staff. Participants in the case conference meetings include the Program Director, Care Manager and Monitors. The care manager and monitors receives monthly supervision from the Program Director where they are advised on client status as to meeting their stated goals of obtaining permanent housing and the means to establish financial stability and remain clean and sober.

To ensure continuous monitoring, a list of contract performance objectives is provided to all staff. Outcomes are reviewed, analyzed and reconciled for accuracy with the Avatar reports. An annual performance assessment and improvement plan is used to track outcomes of mandatory objectives and reviewed on a quarterly basis.

B. Our Program monitors documentation quality by reviewing case files through periodic reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Behavior Health Services (BHS). To ensure compliance with documentation monthly chart reviews are conducted by Medical Records Staff and Care Manager, then discussed with the Program Director for follow-up issues.

All staff participates in annual documentation trainings provided internally and by Behavioral Health Services.

Mandatory staff meetings are also held on a quarterly basis as a venue where staff can discuss administrative and program issues.

C. All program staff participates in an annual Cultural Competency/Law, Ethics and Boundaries Training- geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored

by Department of Public Health (DPH) and Behavior Health Services (BHS). A list of other staff trainings includes Code of Conduct, Documentation Review and Corporate Compliance.

D. The agency values client opinions and suggestions for program improvements. Residents will be provided an opportunity to express their views through annual Focus Groups and Client Satisfaction Surveys administered on an annual basis. Client's suggestions from Focus Groups will be documented and then discussed with the multi-disciplinary staff. Changes that improve the efficacy, quality or outcomes of program services will be prioritized for implementation. Results of the focus groups will posted throughout the facility which encourages clients to give additional feedback.

9. **Required Language:**
NA

10. **Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):**
NA

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# Appendix B
## Calculation of Charges

**1. Method of Payment**

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. For the purposes of this Section, "General Fund" shall mean all those funds which are not Work Order or Grant funds. "General Fund Appendices" shall mean all those appendices which include General Fund monies.

(1) Fee For Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

CONTRACTOR shall submit monthly invoices in the format attached, Appendix **F**, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix **A** times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix **F**, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

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D. Upon **the effective date** of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health **of an invoice or claim submitted by Contractor, and** of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and MHSA Fund 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 January 1 through June 30 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 Budget are listed below and are attached hereto.

B-1: Adult Behavioral Health
B-2: School-Based Centers (Balboa)
B-3: Children Outpatient
B-4: Dimensions LGBT Outpatient
B-5 Jelani Family Program

**B. *COMPENSATION***

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Eight Hundred Thousand One Hundred Thirteen Dollars ($9,800,113)** for the period of July 1, 2018 through March 31, 2022.

CONTRACTOR understands that, of this maximum dollar obligation, $ $256,498 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to

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the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, not withstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

| | |
|---|---|
| July 1, 2018 through June 30, 2019 | $2,466,555 |
| July 1, 2019 through June 30, 2020 | $2,032,533 |
| July 1, 2020 through June 30, 2021 | $2,829,402 |
| July 1, 2021 through March 31, 2022 | $2,137,487 |
| 20-21 MCO One Time Funding (DV) | $3,287 |
| 20-21 CODB One Time Funding (DV) | $74,351 |
| | $9,543,615 |
| contingency | $256,498 |
| | **$9,800,113** |

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

C. CONTRACTOR agrees to comply with its Budget as shown in Appendix **B** in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

D. No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

F. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

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G. 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.

H. To provide for continuity of services while a new agreement was developed, the Department of Public Health established a contract with Bayview Hunters Point Foundation, F$P 1000008154 for the same services and for a contract term which partially overlaps with the term of this new agreement. The existing contract shall be superseded by this new agreement, effective the first day of the month following the date upon which the Controller's Office certifies as to the availability of funds for this new agreement.

## Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-5 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 18 |
| Provider Number | 389036 | Fiscal Year | 2020-2021 |
| Contract ID Number | 1000011308 | Funding Notification Date | 01/25/21 |

| | | | | |
|---|---|---|---|---|
| Program Name | Jelani Family Program | | | |
| Program Code | 3816SD | | | |
| Mode/SFC (MH) or Modality (SUD) | Res-59 | | | |
| Service Description | ODS Recovery Residences | | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | 07/01/20-06/30/21 | | | |
| **FUNDING USES** | | | | **TOTAL** |
| Salaries & Employee Benefits | $ 429,390 | | | $ 429,390 |
| Operating Expenses | $ 87,113 | | | $ 87,113 |
| **Subtotal Direct Expenses** | **$ 516,503** | **$ -** | **$ -** | **$ 516,503** |
| Indirect Expenses | $ 77,423 | | | $ 77,423 |
| **Indirect %** | **15.0%** | **0.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | **$ 593,926** | **$ -** | **$ -** | **$ 593,926** |
| **BHS SUD FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | |
| SUD Fed SABG Discretionary, CFDA 93.959 | 240646-10000-10001681-0003 | $ 593,926 | | $ 593,926 |
| | | | | $ - |
| | | | | $ - |
| This row left blank for funding sources not in drop-down list | | | | $ - |
| **TOTAL BHS SUD FUNDING SOURCES** | | **$ 593,926** | **$ -** | **$ -** | **$ 593,926** |
| **TOTAL DPH FUNDING SOURCES** | | **$ 593,926** | **$ -** | **$ -** | **$ 593,926** |
| **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)** | | **593,926** | **-** | **-** | **593,926** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | |
| Number of Beds Purchased | | 15 | | |
| SUD Only - Number of Outpatient Group Counseling Sessions | | | | |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs | | | | |
| Payment Method | | Cost Reimbursement (CR) | | |
| DPH Units of Service | | 4,928 | | |
| Unit Type | | Bed Days | 0 | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | $ 120.53 | $ - | $ - | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | $ 120.53 | $ - | $ - | |
| Published Rate (Medi-Cal Providers Only) | | N/A | | | **Total UDC** |
| Unduplicated Clients (UDC) | | 15 | | | 15 |

**Appendix B - DPH 1: Department of Public Health Contract Budget Summary**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DHCS Legal Entity Number | 00341 | | | | | | Appendix B, Page 1 |
| Legal Entity Name/Contractor Name | Bayview Hunters Point Foundation | | | | | Fiscal Year | 2020-2021 |
| Contract ID Number | 1000011308 | | | | | Funding Notification Date | 01/25/21 |
| Appendix Number | B-1 | B-2 | B-3 | B-4 | B-5 | | **FN#2** |
| Provider Number | 3851 | 3851 | 3851 | 3851 | 389036 | | |
| Program Name | Adult Behavioral Health | School-based Centers (Balboa) | Children Outpatient | Dimensions LGBT Outpatient | Jelani Family Program | | |
| Program Code | 38513 | N/A | 38516 & 38171 | N/A | 3816SD | | |
| Funding Term | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | | |
| **FUNDING USES** | | | | | | | **TOTAL** |
| Salaries | $ 576,700 | $ 131,582 | $ 284,800 | $ 60,320 | $ 330,300 | | **$ 1,383,702** |
| Employee Benefits | $ 161,475 | $ 38,159 | $ 79,743 | $ 21,716 | $ 99,090 | | **$ 400,183** |
| **Subtotal Salaries & Employee Benefits** | **$ 738,175** | **$ 169,741** | **$ 364,543** | **$ 82,036** | **$ 429,390** | **$ -** | **$ 1,783,885** |
| Operating Expenses | $ 330,811 | $ 48,555 | $ 190,035 | $ 20,002 | $ 87,113 | | **$ 676,516** |
| **Subtotal Direct Expenses** | **$ 1,068,986** | **$ 218,296** | **$ 554,578** | **$ 102,038** | **$ 516,503** | **$ -** | **$ 2,460,401** |
| Indirect Expenses | $ 160,346 | $ 32,745 | $ 83,181 | $ 15,306 | $ 77,423 | | **$ 369,001** |
| Indirect % | **15.0%** | **15.0%** | **15.0%** | **15.0%** | **15.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | **$ 1,229,332** | **$ 251,041** | **$ 637,759** | **$ 117,344** | **$ 593,926** | **$ -** | **$ 2,829,402** |
| | | | | | Employee Benefits Rate | | **28.8%** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | | | | | | | |
| MH Adult Fed SDMC FFP (50%) | $ 470,922 | | | | | | $ 470,922 |
| MH Adult State 1991 MH Realignment | $ 154,812 | | | | | | $ 154,812 |
| MH Adult County General Fund | $ 603,598 | | | | | | $ 603,598 |
| MH MHSA (PEI) | | $ 251,041 | | | | | $ 251,041 |
| MH CYF Fed SDMC FFP (50%) | | | $ 272,761 | | | | $ 272,761 |
| MH CYF State 2011 PSR-EPSDT | | | $ 250,485 | | | | $ 250,485 |
| MH CYF County Local Match | | | $ 22,276 | | | | $ 22,276 |
| MH CYF County General Fund | | | $ 92,237 | | | | $ 92,237 |
| MH WO DCYF Dimensions Clinic | | | | $ 117,344 | | | $ 117,344 |
| MH CYF County GF WO CODB | | | | | | | $ - |
| MH Grant SAMHSA Adult SOC, CFDA 93.958 | | | | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | **$ 1,229,332** | **$ 251,041** | **$ 637,759** | **$ 117,344** | **$ -** | **$ -** | **$ 2,235,476** |
| **BHS SUD FUNDING SOURCES** | | | | | | | |
| SUD Fed SABG Discretionary, CFDA 93.959 | | | | | $ 593,926 | | $ 593,926 |
| SUD County General Fund (MCO) | | | | | $ - | | $ - |
| **TOTAL BHS SUD FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 593,926** | **$ -** | **$ 593,926** |
| **TOTAL DPH FUNDING SOURCES** | **$ 1,229,332** | **$ 251,041** | **$ 637,759** | **$ 117,344** | **$ 593,926** | **$ -** | **$ 2,829,402** |
| **NON-DPH FUNDING SOURCES** | | | | | | | |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **TOTAL NON-DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | **$ 1,229,332** | **$ 251,041** | **$ 637,759** | **$ 117,344** | **$ 593,926** | **$ -** | **$ 2,829,402** |
| **Prepared By** | | | | **Phone Number** | | | |

**Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)**

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-1 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 2 |
| Provider Number | 3851 | Fiscal Year | 2020-2021 |
| Contract ID Number | 1000011308 | Funding Notification Date | 01/25/21 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Program Name | | Adult Behavioral Health | | | | | | |
| Program Code | | 38513 | 38513 | 38513 | 38513 | 38513 | | |
| Mode/SFC (MH) or Modality (SUD) | | 15/10-57, 59 | 15/60-69 | 15/70-79 | 15/01-09 | 45/20-29 | | |
| Service Description | | OP-MH Svcs | OP-Medication Support | OP-Crisis Intervention | OP-Case Mgt Brokerage | OS-Cmmty Client Svcs | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | |
| **FUNDING USES** | | | | | | | | **TOTAL** |
| Salaries & Employee Benefits | | $ 528,126 | $ 133,991 | $ 1,569 | $ 33,310 | $ 41,180 | $ - | $ 738,175 |
| Operating Expenses | | $ 236,678 | $ 60,048 | $ 703 | $ 14,928 | $ 18,454 | $ - | $ 330,811 |
| **Subtotal Direct Expenses** | | **$ 764,804** | **$ 194,039** | **$ 2,272** | **$ 48,237** | **$ 59,634** | **-** | **$ 1,068,986** |
| Indirect Expenses | | $ 114,719 | $ 29,105 | $ 341 | $ 7,236 | $ 8,945 | - | $ 160,346 |
| **Indirect %** | | **15.0%** | **15.0%** | **15.0%** | **15.0%** | **15.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | | **$ 879,523** | **$ 223,144** | **$ 2,613** | **$ 55,473** | **$ 68,579** | **$ -** | **$ 1,229,332** |
| **BHS MENTAL HEALTH FUNDING SOURCE** | **Dept-Auth-Proj-Activity** | | | | | | | |
| MH Adult Fed SDMC FFP (50%) | 251984-10000-10001792-0001 | $ 363,191 | $ 85,480 | $ 1,001 | $ 21,250 | $ - | $ - | $ 470,922 |
| MH Adult State 1991 MH Realignment | 251984-10000-10001792-0001 | $ 110,760 | $ 28,101 | $ 329 | $ 6,986 | $ 8,636 | $ - | $ 154,812 |
| MH Adult County General Fund | 251984-10000-10001792-0001 | $ 405,572 | $ 109,563 | $ 1,283 | $ 27,237 | $ 59,943 | $ - | $ 603,598 |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| This row left blank for funding sources not in drop-down list | | | | | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | **$ 879,523** | **$ 223,144** | **$ 2,613** | **$ 55,473** | **$ 68,579** | **$ -** | **$ 1,229,332** |
| **TOTAL DPH FUNDING SOURCES** | | **$ 879,523** | **$ 223,144** | **$ 2,613** | **$ 55,473** | **$ 68,579** | **$ -** | **$ 1,229,332** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | | **879,523** | **223,144** | **2,613** | **55,473** | **68,579** | **-** | **1,229,332** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | | | | |
| Payment Method | | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | |
| DPH Units of Service | | 182,071 | 32,798 | 390 | 14,501 | 370 | 12 | |
| Unit Type | | Staff Minute | Staff Minute | Staff Minute | Staff Minute | Staff Hour | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | $ 4.83 | $ 6.80 | $ 6.70 | $ 3.83 | $ 185.35 | $ - | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | $ 4.83 | $ 6.80 | $ 6.70 | $ 3.83 | $ 185.35 | $ - | |
| Published Rate (Medi-Cal Providers Only) | | $ 4.90 | $ 7.00 | $ 6.80 | $ 3.90 | $ 188.00 | $ - | **Total UDC** |
| Unduplicated Clients (UDC) | | 275 | Included | Included | Included | Included | Included | 275 |

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# Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name Adult Behavioral Health
Program Code 38513

Appendix Number B-1
Page Number 3
Fiscal Year 2020-2021
Funding Notification Date 01/25/21

| | TOTAL | | 251984-10000-10001792-0001 | | 251984-10001-10034030-0001 | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Clinical Program Director | 0.75 | $ 76,500 | 0.75 | 76,500 | | | | |
| Clinical Supervisor | 0.84 | $ 77,200 | 0.84 | 77,200 | | | | |
| Admin Practice Mgr | 0.70 | $ 38,500 | 0.7 | 38,500 | | | | |
| Therapist | 4.00 | $ 285,000 | 4.00 | 285,000 | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Director of Compliance | 0.10 | $ 7,000 | 0.10 | 7,000 | | | | |
| Psychiatrist | 0.40 | $ 86,000 | 0.40 | 86,000 | | | | |
| Executive Director | 0.05 | $ 6,500 | 0.05 | 6,500 | | | | |
| | | | | | | | | |
| | | | | | | | | |
| **Totals:** | 6.84 | $ 576,700 | 6.84 | $ 576,700 | 0.00 | $ - | 0.00 | $ - |
| | | | | | | | | |
| **Employee Benefits:** | 28% | $ 161,475 | 28% | $ 161,475 | 0.00% | | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | **$ 738,175** | | **$ 738,175** | | **$ -** | | **$ -** |

## Appendix B - DPH 4: Operating Expenses Detail

| | | | |
|---|---|---|---|
| Contract ID Number | 1000011308 | Appendix Number | B-1 |
| Program Name | Adult Behavioral Health | Page Number | 4 |
| Program Code | 38513 | Fiscal Year | 2020-2021 |
| | | Funding Notification Date | 01/25/21 |

| Expense Categories & Line Items | TOTAL | 251984-10000-10001792-0001 | 251984-10001-10034030-0001 | Dept-Auth-Proj-Activity |
|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | (mm/dd/yy-mm/dd/yy): |
| Rent | $ 89,775 | 89,775 | | |
| Utilities (telephone, electricity, water, gas) | $ 27,000 | 27,000 | | |
| Building Repair/Maintenance | $ 14,000 | $ 14,000 | | |
| **Occupancy Total:** | **$ 130,775** | **$ 130,775** | **$ -** | **$ -** |
| Office Supplies | $ 6,741 | $ 6,741 | | |
| Photocopying | $ - | $ - | | |
| Program Supplies | $ 5,103 | $ 5,103 | | |
| Computer Hardware/Software | $ 5,200 | $ 5,200 | | |
| **Materials & Supplies Total:** | **$ 17,044** | **$ 17,044** | **$ -** | **$ -** |
| Training/Staff Development | $ 2,650 | $ 2,650 | | |
| Insurance | $ 16,000 | $ 16,000 | | |
| Professional License | $ 1,500 | $ 1,500 | | |
| Permits | $ 758 | $ 758 | | |
| Equipment Lease & Maintenance | $ 4,500 | $ 4,500 | | |
| **General Operating Total:** | **$ 25,408** | **$ 25,408** | **$ -** | **$ -** |
| Local Travel | $ 2,000 | $ 2,000 | | |
| Out-of-Town Travel | $ - | | | |
| Field Expenses | $ - | | | |
| **Staff Travel Total:** | **$ 2,000** | **$ 2,000** | **$ -** | **$ -** |
| **Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)** | | | | |
| Registry of Physician Specialists (7/1/2020-6/30/2021). To provide psychiatry services to plan & supervise treatment. $187.00/ hour x approx. 832 hours. | $ 155,584 | $ 155,584 | | |
| | $ - | | | |
| **Consultant/Subcontractor Total:** | **$ 155,584** | **$ 155,584** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 330,811** | **$ 330,811** | **$ -** | **$ -** |

## Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)

| | | | | | |
|---|---|---|---|---|---|
| DHCS Legal Entity Number | 00341 | | | Appendix Number | B-2 |
| Provider Name | Bayview Hunters Point Foundation | | | Page Number | 6 |
| Provider Number | 3851 | | | Fiscal Year | 2020-2021 |
| Contract ID Number | 1000011308 | | | Funding Notification Date | 12/24/20 |
| | Program Name | School-based Centers (Balboa) | | | |
| | Program Code | N/A | N/A | | |
| | Mode/SFC (MH) or Modality (SUD) | 45/10-19 | 45/20-29 | | |
| | Service Description | OS-MH Promotion | OS-Cmmty Client Svcs | | |
| | **Funding Term** (mm/dd/yy-mm/dd/yy): | 07/01/20-06/30/21 | 07/01/20-06/30/21 | | |
| **FUNDING USES** | | | | | **TOTAL** |
| | Salaries & Employee Benefits | $ 71,291 | $ 98,450 | | $ 169,741 |
| | Operating Expenses | $ 20,393 | $ 28,162 | | $ 48,555 |
| | **Subtotal Direct Expenses** | **$ 91,684** | **$ 126,612** | **$ -** | **$ 218,296** |
| | Indirect Expenses | $ 13,753 | $ 18,992 | | $ 32,745 |
| | **Indirect %** | **15.0%** | **15.0%** | **0.0%** | **15.0%** |
| | **TOTAL FUNDING USES** | **$ 105,437** | **$ 145,604** | **$ -** | **$ 251,041** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | | |
| MH MHSA (PEI) | 251984-17156-10031199-0035 | $ 105,437 | $ 145,604 | | $ 251,041 |
| This row left blank for funding sources not in drop-down list | | | | | $ - |
| | **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | **$ 105,437** | **$ 145,604** | **$ -** | **$ 251,041** |
| | **TOTAL DPH FUNDING SOURCES** | **$ 105,437** | **$ 145,604** | **$ -** | **$ 251,041** |
| | **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | **105,437** | **145,604** | **-** | **251,041** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | |
| | Payment Method | Fee-For-Service (FFS) | Fee-For-Service (FFS) | | |
| | DPH Units of Service | 375 | 520 | | |
| | Unit Type | Staff Hour | Staff Hour | 0 | |
| | Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | $ 281.17 | $ 280.01 | $ - | |
| | Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | $ 281.17 | $ 280.01 | $ - | |
| | Published Rate (Medi-Cal Providers Only) | N/A | N/A | | **Total UDC** |
| | Unduplicated Clients (UDC) | 600 | Included | | 600 |

## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name School-based Centers (Balboa)
Program Code N/A

Appendix Number B-2
Page Number 7
Fiscal Year 2020-2021
Funding Notification Date 01/25/21

| | TOTAL | | 251984-17156-10031199-0035 | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Behavioral Health Program Coordinator | 0.88 | $ 75,915 | 0.88 | $ 75,915 | | | | |
| Therapist | 0.83 | $ 50,067 | 0.83 | $ 50,067 | | | | |
| Compliance Officer | 0.10 | $ 5,600 | 0.10 | $ 5,600 | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| **Totals:** | 1.81 | $ 131,582 | 1.81 | $ 131,582 | 0.00 | $ - | 0.00 | $ - |
| **Employee Benefits:** | 29.00% | $ 38,159 | 29.00% | $ 38,159 | 0.00% | | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | **$ 169,741** | | **$ 169,741** | | **$ -** | | **$ -** |

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308
Program Name School-based Centers (Balboa)
Program Code N/A

Appendix Number B-2
Page Number 8
Fiscal Year 2020-2021
Funding Notification Date 01/25/21

| Expense Categories & Line Items | TOTAL | 251984-17156-10031199-0035 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | 07/01/20-06/30/21 | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): |
| Rent | $ - | | | |
| Utilities (telephone, electricity, water, gas) | $ - | | | |
| Building Repair/Maintenance | $ - | | | |
| **Occupancy Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Office Supplies | $ - | | | |
| Photocopying | $ - | | | |
| Program Supplies | $ 41,555 | $ 41,555 | | |
| Computer Hardware/Software | $ - | | | |
| **Materials & Supplies Total:** | **$ 41,555** | **$ 41,555** | **$ -** | **$ -** |
| Training/Staff Development | $ - | | | |
| Insurance | $ 7,000 | $ 7,000 | | |
| Professional License | $ - | | | |
| Permits | $ - | | | |
| Equipment Lease & Maintenance | $ - | | | |
| **General Operating Total:** | **$ 7,000** | **$ 7,000** | **$ -** | **$ -** |
| Local Travel | $ - | | | |
| Out-of-Town Travel | $ - | | | |
| Field Expenses | $ - | | | |
| **Staff Travel Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | |
| | $ - | | | |
| **Consultant/Subcontractor Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Other (provide detail): | $ - | | | |
| | $ - | | | |
| | $ - | | | |
| **Other Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 48,555** | **$ 48,555** | **$ -** | **$ -** |

**Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)**

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-3 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 10 |
| Provider Number | 3851 | Fiscal Year | 2020-2021 |
| Contract ID Number | 1000011308 | Funding Notification Date | 01/25/21 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Program Name | | Children Outpatient | | | | | |
| Program Code | | 38516 & 38171 | 38516 & 38171 | 38516 & 38171 | 38516 & 38171 | | |
| Mode/SFC (MH) or Modality (SUD) | | 15/10-57, 59 | 15/70-79 | 15/01-09 | 45/20-29 | | |
| Service Description | | OP-MH Svcs | OP-Crisis Intervention | OP-Case Mgt Brokerage | OS-Cmmty Client Svcs | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | | |
| **FUNDING USES** | | | | | | | **TOTAL** |
| Salaries & Employee Benefits | | $ 328,436 | $ 474 | $ 13,606 | $ 22,027 | | $ 364,543 |
| Operating Expenses | | $ 171,213 | $ 247 | $ 7,093 | $ 11,482 | | $ 190,035 |
| **Subtotal Direct Expenses** | | **$ 499,649** | **$ 722** | **$ 20,698** | **$ 33,509** | **$ -** | **$ 554,578** |
| Indirect Expenses | | $ 74,946 | $ 108 | $ 3,103 | $ 5,024 | | $ 83,181 |
| **Indirect %** | | **15.0%** | **15.0%** | **15.0%** | **15.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | | **$ 574,595** | **$ 830** | **$ 23,801** | **$ 38,533** | **$ -** | **$ 637,759** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | | | | |
| MH CYF Fed SDMC FFP (50%) | 251962-10000-10001670-0001 | $ 261,550 | $ 378 | $ 10,834 | | | $ 272,762 |
| MH CYF State 2011 PSR-EPSDT | 251962-10000-10001670-0001 | $ 240,189 | $ 347 | $ 9,949 | | | $ 250,485 |
| MH CYF County Local Match | 251962-10000-10001670-0001 | $ 14,172 | $ 20 | $ 587 | $ 7,496 | | $ 22,275 |
| MH CYF County General Fund | 251962-10000-10001670-0001 | $ 58,684 | $ 85 | $ 2,431 | $ 31,037 | | $ 92,237 |
| | | | | | | | $ - |
| This row left blank for funding sources not in drop-down list | | | | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | **$ 574,595** | **$ 830** | **$ 23,801** | **$ 38,533** | **$ -** | **$ 637,759** |
| **TOTAL DPH FUNDING SOURCES** | | **$ 574,595** | **$ 830** | **$ 23,801** | **$ 38,533** | **$ -** | **$ 637,759** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | | **574,595** | **830** | **23,801** | **38,533** | **-** | **637,759** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | | | |
| Payment Method | | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | | |
| DPH Units of Service | | 95,444 | 150 | 6,700 | 210 | | |
| Unit Type | | Staff Minute | Staff Minute | Staff Minute | Staff Hour | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | $ 6.02 | $ 5.53 | $ 3.55 | $ 183.49 | $ - | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | $ 6.02 | $ 5.53 | $ 3.55 | $ 183.49 | $ - | |
| Published Rate (Medi-Cal Providers Only) | | $ 5.00 | $ 5.75 | $ 3.75 | $ 188.00 | | **Total UDC** |
| Unduplicated Clients (UDC) | | 60 | Included | Included | Included | | 60 |

## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name Children Outpatient
Program Code 38516 & 38171

Appendix Number B-3
Page Number 11
Fiscal Year 2020-2021
Funding Notification Date 01/25/21

| | TOTAL | | 251962-10000-10001670-0001 | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Clinical Program Director | 0.25 | $ 25,500 | 0.25 | 25,500 | | | | |
| Clinical Supervisor | 0.16 | $ 14,800 | 0.16 | 14,800 | | | | |
| Admin Practice Mgr | 0.30 | $ 16,500 | 0.3 | 16,500 | | | | |
| Therapist | 2.00 | $ 142,500 | 2 | 142,500 | | | | |
| | | | | | | | | |
| Compliance Officer | 0.10 | $ 7,000 | 0.1 | 7,000 | | | | |
| Executive Director | 0.05 | $ 6,500 | 0.05 | 6,500 | | | | |
| ERMHS clinician | 1.00 | $ 72,000 | 1.00 | $ 72,000 | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | $ - | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| **Totals:** | 3.86 | $ 284,800 | 3.86 | $ 284,800 | 0.00 | $ - | 0.00 | $ - |
| | | | | | | | | |
| **Employee Benefits:** | 28% | $ 79,743 | 28% | $ 79,743 | 0.00% | | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | **$ 364,543** | | **$ 364,543** | | **$ -** | | **$ -** |

**Appendix B - DPH 4: Operating Expenses Detail**

| | | | |
|---|---|---|---|
| Contract ID Number | 1000011308 | Appendix Number | B-3 |
| Program Name | Children Outpatient | Page Number | 12 |
| Program Code | 38516 & 38171 | Fiscal Year | 2020-2021 |
| | | Funding Notification Date | 01/25/21 |

| Expense Categories & Line Items | TOTAL | 251962-10000-10001670-0001 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | 07/01/20-06/30/21 | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): |
| Rent | $ 89,775 | 89,775 | | |
| Utilities (telephone, electricity, water, gas) | $ 34,000 | 34,000 | | |
| Building Repair/Maintenance | $ 18,500 | 18,500 | | |
| **Occupancy Total:** | **$ 142,275** | **$ 142,275** | **$ -** | **$ -** |
| Office Supplies | $ 6,500 | $ 6,500 | | |
| Photocopying | $ - | $ - | | |
| Program Supplies | $ 5,000 | $ 5,000 | | |
| Computer Hardware/Software | $ 10,323 | $ 10,323 | | |
| **Materials & Supplies Total:** | **$ 21,823** | **$ 21,823** | **$ -** | **$ -** |
| Training/Staff Development | $ 5,150 | $ 5,150 | | |
| Insurance | $ 10,858 | $ 10,858 | | |
| Professional License | $ 1,000 | $ 1,000 | | |
| Permits | $ 529 | $ 529 | | |
| Equipment Lease & Maintenance | $ 5,900 | $ 5,900 | | |
| **General Operating Total:** | **$ 23,437** | **$ 23,437** | **$ -** | **$ -** |
| Local Travel | $ 2,500 | $ 2,500 | | |
| Out-of-Town Travel | $ - | | | |
| Field Expenses | $ - | | | |
| **Staff Travel Total:** | **$ 2,500** | **$ 2,500** | **$ -** | **$ -** |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | $ - | | |
| | $ - | | | |
| **Consultant/Subcontractor Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Other (provide detail): | $ - | | | |
| | $ - | | | |
| | $ - | | | |
| **Other Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 190,035** | **$ 190,035** | **$ -** | **$ -** |

## Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-4 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 14 |
| Provider Number | 3851 | Fiscal Year | 2020-2021 |
| Contract ID Number | 1000011308 | Funding Notification Date | 01/25/21 |

| | | | |
|---|---|---|---|
| Program Name | Dimensions LGBT Outpatient | | |
| Program Code | N/A | | |
| Mode/SFC (MH) or Modality (SUD) | 00-20 | | |
| Service Description | Administration Support (i.e. check Writing, | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | 07/01/20-06/30/21 | | |
| **FUNDING USES** | | | **TOTAL** |
| Salaries & Employee Benefits | $ 82,036 | | $ 82,036 |
| Operating Expenses | $ 20,002 | | $ 20,002 |
| Capital Expenses | | | $ - |
| **Subtotal Direct Expenses** | **$ 102,038** | **$ -** | **$ 102,038** |
| Indirect Expenses | $ 15,306 | | $ 15,306 |
| **Indirect %** | **15.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | **$ 117,344** | **$ -** | **$ 117,344** |

| **BHS MENTAL HEALTH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | |
|---|---|---|---|---|
| MH WO DCYF Dimensions Clinic | 251962-10002-10001799-0002 | $ 117,344 | | $ 117,344 |
| MH CYF County GF WO CODB | 251962-10000-10001670-0001 | $ - | | $ - |
| This row left blank for funding sources not in drop-down list | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | **$ 117,344** | **$ -** | **$ 117,344** |
| **TOTAL DPH FUNDING SOURCES** | | **$ 117,344** | **$ -** | **$ 117,344** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | | **117,344** | **-** | **117,344** |

| **BHS UNITS OF SERVICE AND UNIT COST** | | | |
|---|---|---|---|
| Payment Method | Cost Reimbursement (CR) | | |
| DPH Units of Service | 450 | | |
| Unit Type | fill-in appropriate | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | $ 260.76 | $ - | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | $ 260.76 | $ - | |
| Published Rate (Medi-Cal Providers Only) | N/A | | **Total UDC** |
| Unduplicated Clients (UDC) | 25 | | 25 |

## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name Dimensions LGBT Outpatient
Program Code N/A

Appendix Number B-4
Page Number 15
Fiscal Year 2020-2021
Funding Notification Date 01/25/21

| | TOTAL | | 251962-10002-10001799-0002 | | 251962-10000-10001670-0001 | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Therapist 1 | 1.00 | $ 60,320 | 0.96 | $ 58,134 | 0.04 | $ 2,186 | | |
| | | | | | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| **Totals:** | 1.00 | $ 60,320 | 0.96 | $ 58,134 | 0.04 | $ 2,186 | 0.00 | $ - |
| | | | | | | | | |
| **Employee Benefits:** | 36.0% | $ 21,716 | 36.0% | $ 20,929 | 36.00% | $ 787 | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | **$ 82,036** | | **$ 79,063** | | **$ 2,973** | | **$ -** |

**Appendix B - DPH 4: Operating Expenses Detail**

| | | | |
|---|---|---|---|
| Contract ID Number | 1000011308 | Appendix Number | B-4 |
| Program Name | Dimensions LGBT Outpatient | Page Number | 16 |
| Program Code | N/A | Fiscal Year | 2020-2021 |
| | | Funding Notification Date | 01/25/21 |

| Expense Categories & Line Items | TOTAL | 251962-10002-10001799-0002 | 251962-10000-10001670-0001 | Dept-Auth-Proj-Activity |
|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | (mm/dd/yy-mm/dd/yy): |
| Rent | $ - | | | |
| Utilities (telephone, electricity, water, gas) | $ - | | | |
| Building Repair/Maintenance | $ - | | | |
| **Occupancy Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Office Supplies | $ 500 | $ 500 | | |
| Photocopying | $ - | | | |
| Program Supplies | $ 16,002 | $ 16,002 | | |
| Computer Hardware/Software | $ - | $ - | | |
| **Materials & Supplies Total:** | **$ 16,502** | **$ 16,502** | **$ -** | **$ -** |
| Training/Staff Development | $ - | | | |
| Insurance | $ 3,500 | $ 3,500 | | |
| Professional License | $ - | | | |
| Permits | $ - | | | |
| Equipment Lease & Maintenance | $ - | | | |
| **General Operating Total:** | **$ 3,500** | **$ 3,500** | **$ -** | **$ -** |
| Local Travel | $ - | | | |
| Out-of-Town Travel | $ - | | | |
| Field Expenses | $ - | | | |
| **Staff Travel Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | |
| | $ - | | | |
| **Consultant/Subcontractor Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Other (provide detail): | $ - | | | |
| | $ - | | | |
| | $ - | | | |
| **Other Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 20,002** | **$ 20,002** | **$ -** | **$ -** |

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## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name Jelani Family Program
Program Code 3816SD

Appendix Number B-5
Page Number 19
Fiscal Year 2020-2021
Funding Notification Date 01/25/21

| | TOTAL | | 240646-10000-10001681-0003 | | | | 0 | |
|---|---|---|---|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | |
| **Position Title** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Program Director | 0.10 | $ 10,500 | 0.10 | $ 10,500 | | | | |
| Facility Coordinator | 0.30 | $ 18,000 | 0.30 | $ 18,000 | | | | |
| Case Manager | 0.00 | $ - | 0.00 | | | | | |
| House Manager | 1.00 | $ 55,000 | 1.00 | $ 55,000 | | | | |
| Intake & Billing Clerk Specialist | 0.50 | $ 24,000 | 0.50 | $ 24,000 | | | | |
| Director of Compliance | 0.09 | $ 6,300 | 0.09 | $ 6,300 | | | | |
| Monitors | 5.00 | $ 210,000 | 5.00 | $ 210,000 | 0.00 | $ - | | |
| Executive Director | 0.05 | $ 6,500 | 0.05 | $ 6,500.00 | | | | |
| **Totals:** | 7.04 | $ 330,300 | 7.04 | $ 330,300 | 0.00 | $ - | 0.00 | $ - |
| | | | | | | | | |
| **Employee Benefits:** | 30% | $ 99,090 | 30% | $ 99,090 | 0% | $ - | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | **$ 429,390** | | **$ 429,390** | | **$ -** | | **$ -** |

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308
Program Name Jelani Family Program
Program Code 3816SD

Appendix Number B-5
Page Number 20
Fiscal Year 2020-2021
Funding Notification Date 01/25/21

| Expense Categories & Line Items | TOTAL | 240646-10000-10001681-0003 | 240646-10000-10001681-0003 | 0 |
|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 |
| Rent | $ - | | | |
| Utilities (telephone, electricity, water, gas) | $ 30,000 | $ 30,000 | | |
| Building Repair/Maintenance | $ 27,000 | $ 27,000 | | |
| **Occupancy Total:** | **$ 57,000** | **$ 57,000** | **$ -** | **$ -** |
| Office Supplies | $ 2,000 | $ 2,000 | | |
| Photocopying | $ 500 | $ 500 | | |
| Program Supplies | $ 905 | $ 905 | | |
| Computer Hardware/Software | $ 5,000 | $ 5,000 | | |
| **Materials & Supplies Total:** | **$ 8,405** | **$ 8,405** | **$ -** | **$ -** |
| Training/Staff Development | $ 491 | $ 491 | | |
| Insurance | $ 17,717 | $ 17,717 | | |
| Professional License | $ - | $ - | | |
| Permits | $ - | $ - | | |
| Equipment Lease & Maintenance | $ 3,000 | $ 3,000 | | |
| **General Operating Total:** | **$ 21,208** | **$ 21,208** | **$ -** | **$ -** |
| Local Travel | $ 500 | $ 500 | | |
| Out-of-Town Travel | $ - | $ - | | |
| Field Expenses | $ - | $ - | | |
| **Staff Travel Total:** | **$ 500** | **$ 500** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 87,113** | **$ 87,113** | **$ -** | **$ -** |

## Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name: Bayview Hunters Point Foundation
Page Number: 22
Contract ID Number: 1000011308
Fiscal Year: 2020-2021
Funding Notification Date: 1/25/21

### 1. SALARIES & EMPLOYEE BENEFITS

| Position Title | FTE | Amount |
|---|---|---|
| Executive Director | 0.39 | $ 46,865 |
| Executive Assistant | 0.39 | $ 23,995 |
| Senior Accountant | 0.39 | $ 36,744 |
| AP/Payroll Accountant | 0.39 | $ 23,551 |
| Staff Accountant | 0.39 | $ 24,520 |
| Director of Compliance | 0.07 | $ 21,915 |
| | | |
| | | |
| | | |
| Subtotal: | 2.02 | $ 177,590 |
| Employee Benefits: | 28.2% | $ 50,164 |
| **Total Salaries and Employee Benefits:** | | $ 227,754 |

### 2. OPERATING COSTS

| **Expenses** (Use expense account name in the ledger.) | Amount |
|---|---|
| Office Rent | $ 45,380 |
| Supplies | $ 24,420 |
| Accounting Supervision & Audit Preparation Assistance | $ 29,231 |
| Audit Fees | $ 27,986 |
| Insurance | $ 14,230 |
| | |
| | |
| | |
| **Total Operating Costs** | $ 141,247 |

| | |
|---|---|
| **Total Indirect Costs** | **$ 369,001** |

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Contract ID#
1000011308

INVOICE NUMBER: M03 JL 20

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

Ct.Blanket No.: BPHM N/A

User Cd

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Ct. PO No.: POHM TBD

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

**BHS**

Fund Source: MH Grant SAMHSA Adult SOC CFDA 93.958

Invoice Period: July 2020

Funding Term: 07/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| **B-1 Adul Behavioral Health PC# - 38513** | **251984-10001-10034030-0001** | | | | | | | | | | | |
| 45/ 20-29 OS-Cmmty Client Svcs | 12 | | | | - | - | 0% | #DIV/0! | 12 | - | 100% | #DIV/0! |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|
| Total Salaries | $ - | $ - | $ - | 0.00% | $ - |
| Fringe Benefits | $ - | $ - | $ - | 0.00% | $ - |
| **Total Personnel Expenses** | $ - | $ - | $ - | 0.00% | $ - |
| Operating Expenses: | | | | | |
| Occupancy | $ 4,348.00 | $ - | $ - | 0.00% | $ 4,348.00 |
| Materials and Supplies | $ - | $ - | $ - | 0.00% | $ - |
| General Operating | $ - | $ - | $ - | 0.00% | $ - |
| Staff Travel | $ - | $ - | $ - | 0.00% | $ - |
| Consultant/ Subcontractor | $ - | $ - | $ - | 0.00% | $ - |
| Other: | $ - | $ - | $ - | 0.00% | $ - |
| | $ - | $ - | $ - | 0.00% | $ - |
| | | | | | |
| **Total Operating Expenses** | $ 4,348.00 | $ - | $ - | 0.00% | $ 4,348.00 |
| **Capital Expenditures** | $ - | $ - | $ - | 0.00% | $ - |
| **TOTAL DIRECT EXPENSES** | $ 4,348.00 | $ - | $ - | 0.00% | $ 4,348.00 |
| **Indirect Expenses** | $ 652.00 | $ - | $ - | 0.00% | $ 652.00 |
| **TOTAL EXPENSES** | $ 5,000.00 | $ - | $ - | 0.00% | $ 5,000.00 |
| **Less: Initial Payment Recovery** | | | NOTES: | | |
| **Other Adjustments** (DPH use only) | | | | | |
| | | | | | |
| | | | | | |
| **REIMBURSEMENT** | | **$ -** | | | |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

**Or email to:**
**cbhsinvoices@sfdph.org**

DPH Authorization for Payment

Authorized Signatory

Date

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Contract ID#
1000011308

INVOICE NUMBER: M04 JL 20

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

Ct.Blanket No.: BPHM N/A

User Cd

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Ct. PO No.: POHM TBD

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

**BHS**

Fund Source: MH Adult Fed/ State/ Local Match/County GF

Invoice Period: July 2020

Funding Term: 07/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

ACE Control Number:

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| **B-3 Children Outpatient PC# 38516 - 251984-10000-10001670-0001** | | | | | | | | | | | | |
| 15/10 - 57, 59 OP - MH Svcs | 9,544 | 60 | | | - | - | 0% | 0% | 9,544 | 60 | 100% | 100% |
| 15/70 - 79 OP - Crisis Intervention | 150 | | | | - | - | 0% | #DIV/0! | 150 | - | 100% | #DIV/0! |
| 15/01 - 09 OP - Case Mgt Brokerage | 6,700 | | | | - | - | 0% | #DIV/0! | 6,700 | - | 100% | #DIV/0! |
| 45/20 - 29 OS - Cmmty Client Svcs | 210 | | | | - | - | 0% | #DIV/0! | 210 | - | 100% | #DIV/0! |
| | | | | | | | | | | | | |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|
| Total Salaries | $ 282,075.00 | $ - | $ - | 0.00% | $ 282,075.00 |
| Fringe Benefits | $ 78,946.00 | $ - | $ - | 0.00% | $ 78,946.00 |
| **Total Personnel Expenses** | $ 361,021.00 | $ - | $ - | 0.00% | $ 361,021.00 |
| Operating Expenses: | | | | | |
| Occupancy | $ 78,641.00 | $ - | $ - | 0.00% | $ 78,641.00 |
| Materials and Supplies | $ 12,500.00 | $ - | $ - | 0.00% | $ 12,500.00 |
| General Operating | $ 12,158.00 | $ - | $ - | 0.00% | $ 12,158.00 |
| Staff Travel | $ 3,300.00 | $ - | $ - | 0.00% | $ 3,300.00 |
| Consultant/ Subcontractor | $ - | $ - | $ - | 0.00% | $ - |
| Other: | | $ - | $ - | 0.00% | $ - |
| | $ - | $ - | $ - | 0.00% | $ - |
| | | | | | |
| **Total Operating Expenses** | $ 106,599.00 | $ - | $ - | 0.00% | $ 106,599.00 |
| **Capital Expenditures** | $ - | $ - | $ - | 0.00% | $ - |
| **TOTAL DIRECT EXPENSES** | $ 467,620.00 | $ - | $ - | 0.00% | $ 467,620.00 |
| **Indirect Expenses** | $ 70,139.00 | $ - | $ - | 0.00% | $ 70,139.00 |
| **TOTAL EXPENSES** | $ 537,759.00 | $ - | $ - | 0.00% | $ 537,759.00 |
| **Less: Initial Payment Recovery** | | | NOTES: | | |
| **Other Adjustments** (DPH use only) | | | | | |
| | | | | | |
| | | | | | |
| **REIMBURSEMENT** | | **$ -** | | | |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Contract ID#
1000011308

INVOICE NUMBER: M05 JL 20

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

Ct.Blanket No.: BPHM N/A

User Cd

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Ct. PO No.: POHM TBD

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

**BHS**

Fund Source: MH Adult Fed/ State/ County General Fund

Invoice Period: July 2020

Funding Term: 07/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

ACE Control Number:

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| **B-1 Adult Behavioral Health PC# 38513 - 251984-10000-10001792-0001** | | | | | | | | | | | | |
| 15/10 - 57, 59 OP - MH Svcs | 182,071 | 275 | | | - | - | 0% | 0% | 182,071 | 275 | 100% | 100% |
| 15/60 - 69 OP - Medication Support | 32,798 | | | | - | - | 0% | #DIV/0! | 32,798 | - | 100% | #DIV/0! |
| 15/70 - 79 OP - Crisis Intervention | 390 | | | | - | - | 0% | #DIV/0! | 390 | - | 100% | #DIV/0! |
| 15/01 - 09 OP - Case Mgt Brokerage | 14,501 | | | | - | - | 0% | #DIV/0! | 14,501 | - | 100% | #DIV/0! |
| 45/20 - 29 OS - Cmmty Client Svcs | 370 | | | | - | - | 0% | #DIV/0! | 370 | - | 100% | #DIV/0! |
| | | | | | | | | | | | | |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|
| Total Salaries | $ 539,161.00 | $ - | $ - | 0.00% | $ 539,161.00 |
| Fringe Benefits | $ 156,356.00 | $ - | $ - | 0.00% | $ 156,356.00 |
| **Total Personnel Expenses** | $ 695,517.00 | $ - | $ - | 0.00% | $ 695,517.00 |
| Operating Expenses: | | | | | |
| Occupancy | $ 176,150.00 | $ - | $ - | 0.00% | $ 176,150.00 |
| Materials and Supplies | $ 25,079.00 | $ - | $ - | 0.00% | $ 25,079.00 |
| General Operating | $ 29,011.00 | $ - | $ - | 0.00% | $ 29,011.00 |
| Staff Travel | $ 7,093.00 | $ - | $ - | 0.00% | $ 7,093.00 |
| Consultant/ Subcontractor | $ 136,136.00 | $ - | $ - | 0.00% | $ 136,136.00 |
| Other: | $ - | $ - | $ - | 0.00% | $ - |
| | $ - | $ - | $ - | 0.00% | $ - |
| | | | | | |
| **Total Operating Expenses** | $ 373,469.00 | $ - | $ - | 0.00% | $ 373,469.00 |
| **Capital Expenditures** | $ - | $ - | $ - | 0.00% | $ - |
| **TOTAL DIRECT EXPENSES** | $ 1,068,986.00 | $ - | $ - | 0.00% | $ 1,068,986.00 |
| **Indirect Expenses** | $ 160,346.00 | $ - | $ - | 0.00% | $ 160,346.00 |
| **TOTAL EXPENSES** | $ 1,229,332.00 | $ - | $ - | 0.00% | $ 1,229,332.00 |
| **Less: Initial Payment Recovery** | | | NOTES: | | |
| **Other Adjustments** (DPH use only) | | | | | |
| | | | | | |
| | | | | | |
| **REIMBURSEMENT** | | **$ -** | | | |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Contract ID#
1000011308

INVOICE NUMBER: M11 JL 20

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

Ct.Blanket No.: BPHM N/A

User Cd

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Ct. PO No.: POHM TBD

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

**BHS**

Fund Source: MH CYF County/ WO DCYF Dimensions

Invoice Period: July 2020

Funding Term: 07/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| **B-4 Dimensions LGBT Oupatient 251962-10002-10001799-0002** | | | | | | | | | | | | |
| 00-20 Administration Support | 450 | 25 | | | - | - | 0% | 0% | 450 | 25 | 100% | 100% |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|
| Total Salaries | $ 55,534.00 | $ - | $ - | 0.00% | $ 55,534.00 |
| Fringe Benefits | $ 19,993.00 | $ - | $ - | 0.00% | $ 19,993.00 |
| **Total Personnel Expenses** | $ 75,527.00 | $ - | $ - | 0.00% | $ 75,527.00 |
| Operating Expenses: | | | | | |
| Occupancy | $ - | $ - | $ - | 0.00% | $ - |
| Materials and Supplies | $ 20,038.00 | $ - | $ - | 0.00% | $ 20,038.00 |
| General Operating | $ 3,500.00 | $ - | $ - | 0.00% | $ 3,500.00 |
| Staff Travel | $ - | $ - | $ - | 0.00% | $ - |
| Consultant/ Subcontractor | $ - | $ - | $ - | 0.00% | $ - |
| Other: | $ - | $ - | $ - | 0.00% | $ - |
| | $ - | $ - | $ - | 0.00% | $ - |
| | | | | | |
| **Total Operating Expenses** | $ 23,538.00 | $ - | $ - | 0.00% | $ 23,538.00 |
| **Capital Expenditures** | $ - | $ - | $ - | 0.00% | $ - |
| **TOTAL DIRECT EXPENSES** | $ 99,065.00 | $ - | $ - | 0.00% | $ 99,065.00 |
| **Indirect Expenses** | $ 14,861.00 | $ - | $ - | 0.00% | $ 14,861.00 |
| **TOTAL EXPENSES** | $ 113,926.00 | $ - | $ - | 0.00% | $ 113,926.00 |
| **Less: Initial Payment Recovery** | | | NOTES: | | |
| **Other Adjustments** (DPH use only) | | | | | |
| | | | | | |
| | | | | | |
| **REIMBURSEMENT** | | **$ -** | | | |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

**Or email to:**
**cbhsinvoices@sfdph.org**

DPH Authorization for Payment

Authorized Signatory

Date

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR

## FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE

Appendix F
PAGE A

Contract ID#
1000011308

INVOICE NUMBER: M12 JL 20

**Contractor: Bayview Hunters Point Foundation For Cmmnty Improvement**

Ct.Blanket No.: BPHM N/A

User Cd

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Ct. PO No.: POHM TBD

**BHS**

Fund Source: MH MHSA (PEI)

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

Invoice Period : July 2020

Funding Term: 07/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

ACE Control Number:

| | Total Contracted Exhibit UDC | Delivered THIS PERIOD Exhibit UDC | Delivered to Date Exhibit UDC | % of TOTAL Exhibit UDC | Remaining Deliverables Exhibit UDC |
|---|---|---|---|---|---|
| **Unduplicated Clients for Exhibit:** | | | | | |

*Unduplicated Counts for AIDS Use Only.

| DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only) | Total Contracted UOS | Total Contracted CLIENTS | Delivered THIS PERIOD UOS | Delivered THIS PERIOD CLIENTS | Unit Rate | AMOUNT DUE | Delivered to Date UOS | Delivered to Date CLIENTS | % of TOTAL UOS | % of TOTAL LIENT | Remaining Deliverables UOS | Remaining Deliverables CLIENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **B-2 School-Based Centers (Balboa) 251984-17156-10031199-0035** | | | | | | | | | | | | |
| 45/ 1 0 - 19 OS - MH Promotion | 375 | | | | $ 281.17 | $ - | 0.000 | | 0.00% | | 375.000 | |
| 45/ 20 - 29 OS - Cmmty Client Svcs | 520 | | | | $ 280.01 | $ - | 0.000 | | 0.00% | | 520.000 | |
| **T O T A L** | 895 | | 0.000 | | | | 0.000 | | 0.00% | | 895.000 | |

| | | | Expenses To Date | % of Budget | Remaining Budget |
|---|---|---|---|---|---|
| | **Budget Amount** | **$ 251,041.00** | **$ -** | **0.00%** | **$ 251,041.00** |

| | |
|---|---|
| **SUBTOTAL AMOUNT DUE** | $ - |
| **Less: Initial Payment Recovery** | |
| **(For DPH Use) Other Adjustments** | |
| **NET REIMBURSEMENT** | **$ -** |

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Contract ID#
1000011308

INVOICE NUMBER: S04 JL 20

**Contractor: Bayview Hunters Point Foundation For Cmmnty Improvement**

Ct. Blanket No.: BPHM N/A

User Cd

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Ct. PO No.: POHM TBD

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

**BHS**

Fund Source: SUD Fed SABG/ County - GF (MCO)

Invoice Period July 2020

Funding Term: 07/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| **B-5 Jelani Family Program PC# - 3816SD 240646-10000-10001681-0003** | | | | | | | | | | | | |
| Res-59 ODS Recovery Residences | 4,928 | 15 | | | - | - | 0% | 0% | 4,928 | 15 | 100% | 100% |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|
| Total Salaries | $ 299,451.00 | $ - | $ - | 0.00% | $ 299,451.00 |
| Fringe Benefits | $ 89,835.00 | $ - | $ - | 0.00% | $ 89,835.00 |
| **Total Personnel Expenses** | $ 389,286.00 | $ - | $ - | 0.00% | $ 389,286.00 |
| Operating Expenses: | | | | | |
| Occupancy | $ 56,738.00 | $ - | $ - | 0.00% | $ 56,738.00 |
| Materials and Supplies | $ 13,629.00 | $ - | $ - | 0.00% | $ 13,629.00 |
| General Operating | $ 56,350.00 | $ - | $ - | 0.00% | $ 56,350.00 |
| Staff Travel | $ 500.00 | $ - | $ - | 0.00% | $ 500.00 |
| Consultant/ Subcontractor | $ - | $ - | $ - | 0.00% | $ - |
| Other: | $ - | $ - | $ - | 0.00% | $ - |
| | $ - | $ - | $ - | 0.00% | $ - |
| | $ - | $ - | $ - | 0.00% | $ - |
| | | | | | |
| **Total Operating Expenses** | $ 127,217.00 | $ - | $ - | 0.00% | $ 127,217.00 |
| **Capital Expenditures** | $ - | $ - | $ - | 0.00% | $ - |
| **TOTAL DIRECT EXPENSES** | $ 516,503.00 | $ - | $ - | 0.00% | $ 516,503.00 |
| **Indirect Expenses** | $ 77,423.00 | $ - | $ - | 0.00% | $ 77,423.00 |
| **TOTAL EXPENSES** | $ 593,926.00 | $ - | $ - | 0.00% | $ 593,926.00 |
| **Less: Initial Payment Recovery** | | | NOTES: | | |
| **Other Adjustments** (DPH use only) | | | | | |
| | | | | | |
| **REIMBURSEMENT** | | **$ -** | | | |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

**Or email to:**
**cbhsinvoices@sfdph.org**

DPH Authorization for Payment

Authorized Signatory

Date

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**Appendix J**
**SUBSTANCE USE DISORDER SERVICES**
**such as**
**Drug Medi-Cal,**
**Federal Substance Abuse Block Grant (SABG),**
**Organized Delivery System (DMC-ODS)**
**Primary Prevention or**
**State Funded Services**

The following laws, regulations, policies/procedures and documents are hereby incorporated by reference into this Agreement as though fully set forth therein.

Drug Medi-Cal (DMC) services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&IC), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1, and Part 438 of the Code of Federal Regulations, hereinafter referred to as 42 CFR 438.

The City and County of San Francisco and the provider enter into this Intergovernmental Agreement by authority of Title 45 of the Code of Federal Regulations Part 96 (45 CFR Part 96), Substance Abuse Block Grants (SABG) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. SABG recipients must adhere to Substance Abuse and Mental Health Administration's (SAMHSA) National Outcome Measures (NOMs).

The objective is to make substance use treatment services available to Medi-Cal and other non-DMC beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act and the SABG for reimbursable covered services rendered by certified DMC providers.

**Reference Documents**

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Block Grant Requirements
https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations
https://www.law.cornell.edu/cfr/text/42/part-54

Document 1C: Driving-Under-the-Influence Program Requirements

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

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Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)
http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)
http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines
http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995

Document 2C: Title 22, California Code of Regulations
http://ccr.oal.ca.gov

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf

Document 2F: Standards for Drug Treatment Programs (October 21, 1981)
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf

Document 2G Drug Medi-Cal Billing Manual
http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf

Document 2K: Multiple Billing Override Certification (MC 6700)

Document 2L(a): Good Cause Certification (6065A)

Document 2L(b): Good Cause Certification (6065B)

Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement

Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)

Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)

Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)

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Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)

Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)

Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (form and instructions)

Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form andinstructions)

Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)

Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program –County – Perinatal (form and instructions)

Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs
http://www.calregs.com

Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors
http://www.calregs.com

Document 3J: CalOMS Treatment Data Collection Guide
http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15
http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx

Document 3S CalOMS Treatment Data Compliance Standards

Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards
http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15

Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS100224A)

Document 5A : Confidentiality Agreement

**FOR CONTRACTS WITH DRUG MEDI-CAL, FEDERAL SAPT OR STATE FUNDS:**

**I. Subcontractor Documentation**

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within

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ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by DHCS.

**Records**

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance. Contractor will make these records available to State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowability, and allocability of costs incurred by Contractor.

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.

2. Providers shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.

3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.

4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

5. Provider's shall require that all subcontractors comply with the requirements of this Section A.

6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.

If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

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## II Patient Record Retention

Provider agrees to establish, maintain, and update as necessary, an individual patient record for each beneficiary admitted to treatment and receiving services.

Drug Medi-Cal contracts are controlled by applicable provisions of: (a) the W&I, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

Established by DMC status and modality of treatment, each beneficiary's individual patient record shall include documentation of personal information as specified in either AOD Standards; Title 22; and Title 9. Contractor agrees to maintain patient records in accordance with the provision of treatment regulations that apply.

Providers, regardless of DMC certification status, shall maintain all of the documentation in the beneficiary's individual patient record for a minimum of seven (7) years from the date of the last face-to-face contact between the beneficiary and the provider.

In addition providers shall maintain all of the documentation that the beneficiary met the requirements for good cause specified in Section 51008.5, where the good cause results from beneficiary-related delays, for a minimum of seven (7) years from the date of the last face-to-face contact. If an audit takes place during the three year period, the contractor shall maintain records until the audit is completed.

## III. Control Requirements

1) Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its providers to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its contractors for any failure to comply with these requirements:

a) HSC, Division 10.5, commencing with Section 11760;

b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;

c) Government Code Section 16367.8;

d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;

e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;

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f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.

g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;

h) Title 42, CFR, Sections 8.1 through 8.6;

i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,

j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)

K) Medi-Cal Eligibility Verification
http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx

Providers shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.

3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SABG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:

a) Document 1C, Driving-Under-the-Influence Program Requirements;

C. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law(Chapter 40, Statues of 2011 and Chapter 13, Statues of 2011, First ExtraordinarySession), providers that provide Women and Children's Residential TreatmentServices shall comply with the program requirements (Section 2.5, RequiredSupplemental/Recovery Support Services) of the Substance Abuse and Mental HealthServices Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at http://www.samhsa.gov/grants/grantannouncements/ti-14-005.

**IV Provider's Agents and Subcontractors**

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each

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subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

**V Breaches and Security Incidents**

During the term of this Agreement, Provider agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. **Initial Notice to the Department**

(1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.

(2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of provider.
Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx
Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:

i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

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b. **Investigation and Investigation Report**.

To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Provider shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

*c.* **Complete Report**.

To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, provider shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, provider needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case provider shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. **Responsibility for Reporting of Breaches**

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors, provider is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, provider shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to provider, provider shall notify the Department, and the Department and provider may take appropriate action to prevent duplicate reporting.

**e. Responsibility for Notification of Affected Individuals**

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, provider shall bear all costs of such notifications as well as any costs associated with the breach. In

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addition, the Department reserves the right to require provider to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

**f. Department Contact Information**

To direct communications to the above referenced Department staff, the provider shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the provider. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

**VI Additional Provisions for Substance Abuse Block Grant (SABG)**

**A. Additional Intergovernmental Agreement Restrictions**

This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner including, but not limited to, 42 CFR 438.610(c)(3).

**B. Nullification of DMC Treatment Program SUD services (if applicable)**

The parties agree that if the Contractor fails to comply with the provisions of W&I Code, Section 14124.24, all areas related to the DMC Treatment Program SUD services shall be null and void and severed from the remainder of this Intergovernmental Agreement.
In the event the DMC Treatment Program Services component of this Intergovernmental Agreement becomes null and void, an updated Exhibit B, Attachment I shall take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Intergovernmental Agreement. All other requirements and conditions of this Intergovernmental Agreement shall remain in effect until amended or terminated.

**C. Hatch Act**

Provider agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**D. No Unlawful Use or Unlawful Use Messages Regarding Drugs**

Provider agrees that information produced through these funds, and which pertains to drug and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC

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Section 11999-11999.3). By signing this Intergovernmental Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.

**E. Noncompliance with Reporting Requirements**

Provider agrees that DHCS has the right to withhold payments until provider has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

F. **Debarment and Suspension**

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

**G. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

None of the funds made available through this Intergovernmental Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

**H. Restriction on Distribution of Sterile Needles**

No Substance Abuse Block Grant (SABG) funds made available through this Intergovernmental Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

**I. Health Insurance Portability and Accountability Act (HIPAA) of 1996**

If any of the work performed under this Intergovernmental Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, DHCS and provider shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1) **Trading Partner Requirements**

a) No Changes. Provider hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))

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b) No Additions. Provider hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))

c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c))

d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not hange the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

2) **Concurrence for Test Modifications to HHS Transaction Standards**

Provider agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Provider agrees that it shall participate in such test modifications.

3) **Adequate Testing**

Provider is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Provider has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4) **Deficiencies**

The Provider agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the provider is acting as a clearinghouse for that provider. If the provider is a clearinghouse, the provider agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5) **Code Set Retention**

Both Parties understand and agree to keep open code sets being processed or used in this Intergovernmental Agreement for at least the current billing period or any appeal period, whichever is longer.

6) **Data Transmission Log**

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Intergovernmental Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer

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media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

**J. Counselor Certification**

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

**K. Cultural and Linguistic Proficiency**

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Intergovernmental Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).

**L. Intravenous Drug Use (IVDU) Treatment**

Provider shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo SUD treatment (42 USC 300x-23 and 45 CFR 96.126(e)).

**M. Tuberculosis Treatment**

Provider shall ensure the following related to Tuberculosis (TB):

1) Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse;

2) Reduce barriers to patients' accepting TB treatment; and,

3) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

**N. Trafficking Victims Protection Act of 2000**

Provider and its subcontractors that provide services covered by this Intergovernmental Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim

**O. Tribal Communities and Organizations**

Provider shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being

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reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the Provider's county.

**P. Participation of County Behavioral Health Director's Association of California.**

1) The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

2) The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

**Q. Youth Treatment Guidelines**

Provider shall follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Intergovernmental Agreement is required for new guidelines to be incorporated into this Intergovernmental Agreement.

**R. Perinatal Services Network Guidelines**

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment. Contractor receiving SABG funds must adhere to the Perinatal Services Network Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

**S. Restrictions on Grantee Lobbying – Appropriations Act Section 503**

1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

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**T. Byrd Anti-Lobbying Amendment (31 USC 1352)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**U. Nondiscrimination in Employment and Services**

By signing this Intergovernmental Agreement, provider certifies that under the laws of the United States and the State of California, incorporated into this Intergovernmental Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.

**V. Federal Law Requirements:**

1) Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.

3) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

4) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

5) Age Discrimination in Employment Act (29 CFR Part 1625).

6) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

7) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

8) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

9) Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

10) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

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11) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

12) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

13) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

**W. State Law Requirements:**

1) Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).

2) Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3) Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

4) No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5) Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Intergovernmental Agreement or terminate all, or any type, of funding provided hereunder.

**X. Additional Contract Restrictions**

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

**Y. Information Access for Individuals with Limited English Proficiency**

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials plaining

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services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

**Z. Investigations and Confidentiality of Administrative Actions**

1) Provider acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

2) Provider shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

W. This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner.

**A1. Subcontract Provisions**

Provider shall include all of the foregoing provisions in all of its subcontracts.

**B1. Conditions for Federal Financial Participation**

1) Provider shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

2) Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

a) Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;

b) Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or

c) Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:

i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or

ii. An entity that would provide those services through an excluded individual or entity.

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**Providers shall include the following requirements in their subcontracts with providers:**

1. In addition to complying with the sub contractual relationship requirements set forth in Article II.E.8 of this Agreement, the Contractor shall ensure that all subcontracts require that the Contractor oversee and is held accountable for any functions and responsibilities that the Contractor delegates to any subcontractor.

**2. Each subcontract shall:**

i. Fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract.
ii. Ensure that the Contractor evaluates the prospective subcontractor's ability to perform the activities to be delegated.

iii. Require a written agreement between the Contractor and the subcontractor that specifies the activities and report responsibilities delegated to the subcontractor; and provides for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.

iv. Ensure that the Contractor monitor the subcontractor's performance on an ongoing basis and subject it to an annual onsite review, consistent with statutes, regulations, and Article III.PP.

v. Ensure that the Contractor identifies deficiencies or areas for improvement, the subcontractor shall take corrective actions and the Contractor shall ensure that the subcontractor implements these corrective actions.

3. The Contractor shall include the following provider requirements in all subcontracts with providers:

i. Culturally Competent Services: Providers are responsible to provide culturally competent services. Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services shall be available for beneficiaries, as needed.

ii. Medication Assisted Treatment: Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.

iii. Evidence Based Practices (EBPs): Providers will implement at least two of the following EBPs based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The state will monitor the implementation and regular training of EBPs to staff during reviews.

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**The required EBPs include:**

a. Motivational Interviewing: A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.
b. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

c. Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.

d. Trauma-Informed Treatment: Services shall take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.

e. Psycho-Education: Psycho-educational groups are designed to educate beneficiaries about substance abuse, and related behaviors and consequences. Psychoeducational groups provide information designed to have a direct application to beneficiaries' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

iV. Timely Access: (42 CFR 438.206(c) (1) (i)

(1) The Provider must comply with Contractor's standards for timely access to care and services, taking into account the urgency of the need for services:
   (a) Provider must complete Timely Access Log for all initial requests of services.
   (b) Provider must offer outpatient services within 10 business days of request date (if outpatient provider).
   (c) Provider must offer Opioid Treatment Services (OTP) services within 3 business days of request date (if OTP provider).
   (d) Provider must offer regular hours of operation.
(2) The Contractor will establish mechanisms to ensure compliance by provider and monitor regularly.
(3) If the Provider fails to comply, the Contractor will take corrective action.

**C1. Beneficiary Problem Resolution Process**

1. The Contractor shall establish and comply with a beneficiary problem resolution process.

2. Contractor shall inform subcontractors and providers at the time they enter into a subcontract about:

i. The beneficiary's right to a state fair hearing, how to obtain a hearing and the representation rules at the hearing.
ii. The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.

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iii. The beneficiary's right to give written consent to allow a provider, acting on behalf of the beneficiary, to file an appeal. A provider may file a grievance or request a state fair hearing on behalf of a beneficiary, if the state permits the provider to act as the beneficiary's authorized representative in doing so.

iv. The beneficiary may file a grievance, either orally or in writing, and, as determined by DHCS, either with DHCS or with the Contractor.
v. The availability of assistance with filing grievances and appeals.
vi. The toll-free number to file oral grievances and appeals.
vii. The beneficiary's right to request continuation of benefits during an appeal or state fair hearing filing although the beneficiary may be liable for the cost of any continued benefits if the action is upheld.
viii. Any state determined provider's appeal rights to challenge the failure of the Contractor to cover a service.

3. The Contractor shall represent the Contractor's position in fair hearings, as defined in 42 CFR 438.408 dealing with beneficiaries' appeals of denials, modifications, deferrals or terminations of covered services. The Contractor shall carry out the final decisions of the fair hearing process with respect to issues within the scope of the Contractor's responsibilities under this Agreement. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a fair hearing decision.

i. Pursuant to 42 CFR 438.228, the Contractor shall develop problem resolution processes that enable beneficiary to request and receive review of a problem or concern he or she has about any issue related to the Contractor's performance of its duties, including the delivery of SUD treatment services.

4. The Contractor's beneficiary problem resolution processes shall include:
i. A grievance process;
ii. An appeal process; and,
iii. An expedited appeal process.

**Additional Provisions DMC-ODS**

**1. Additional Intergovernmental Agreement Restrictions**

i. This Agreement is subject to any additional restrictions, limitations, conditions, or statutes enacted or amended by the federal or state governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

**2. Voluntary Termination of DMC-ODS Services**

**i.** The Contractor may terminate this Agreement at any time, for any reason, by giving 60 days written notice to DHCS. The Contractor shall be paid for DMC-ODS services provided to beneficiaries up to the date of termination. Upon termination, the Contractor shall immediately begin providing DMC services to beneficiaries in accordance with the State Plan.

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**3. Notification of DMC-ODS Services**

i. The parties agree that failure of the Contractor, or its subcontractors, to comply with W&I section 14124.24, the Special Terms and Conditions, and this Agreement, shall be deemed a breach that results in the termination of this Agreement for cause.

ii. In the event of a breach, the DMC-ODS services shall terminate. The Contractor shall immediately begin providing DMC services to the beneficiaries in accordance with the State Plan.

**4. Subcontract Termination -** Intergovernmental Agreement Exhibit A, Attachment I, III, JJ, 1

I. The Contractor shall notify the Department of the termination of any subcontractor with a certified provider, and the basis for termination of the subcontractor, within two business days. The Contractor shall submit the notification by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov.

II. BHS shall notify the DHCS of the termination of any subcontractor with a certified provider, and the basis for termination of the subcontractor, within two business days. The Contractor shall submit the notification by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov.

III. BHS shall notify the DHCS-PED by email at DHCSDMCRecert@dhcs.ca.gov within two business days of learning that a contractor's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS. The Contractor shall submit the notification by secure email.

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**City and County of San Francisco**
**Office of Contract Administration**
**Purchasing Division**

## Second Amendment

THIS AMENDMENT (this "Amendment") is made as of June 1, 2021, in San Francisco, California, by and between **Bayview Hunters Point Foundation** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

## Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount and update standard contractual clauses; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal ("RFP") RFP 8-2017, issued on 8/17/17, RFP 1-2017 issued on 3/7/17, Sole Source San Francisco Administrative Code Chapter 21.42 approved on 6/23/20 and Request for Qualifications ("RFQ") RFQ 17-2016 issued on 7/20/16, in which City selected Contractor as the highest qualified scorer pursuant to the solicitations; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract numbers: 46987-16/17 on 8/2/17, 40587 on 3/2/18, and 44670 16/17 on 6/19/17; and

WHEREAS, approval for this Amendment was obtained when the Board of Supervisors approved Resolution number 51-22 on 2/25/22.

NOW, THEREFORE, Contractor and the City agree as follows:

## Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2018 (Contract ID # 1000011308), between Contractor and City, as amended by the:

First Amendment, dated May 1, 2021.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

## Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

2.1 **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 March 31, 2022, unless earlier terminated as otherwise provided herein.

2.2 The City has options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 4/01/2022-6/30/2023

*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, 2023, unless earlier terminated as otherwise provided herein.

2.2 **Personnel** *The following is hereby added to Article 4 of the Agreement:*

**4.2.1 Qualified Personnel**. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

**4.2.2 Contractor Vaccination Policy**.

(d) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors.

(e) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(f) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered

Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form ("Exemptions Form"), which can be found a*t* https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors (navigate to "Exemptions" to download the form).

(g) The City reserves the right to impose a more stringent COVID-19 vaccination policy for the San Francisco Department of Public Health, acting in its sole discretion.

2.2 **Payment.** *Section 3.3.1 Payment of the Agreement currently reads as follows:*

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the 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 Eight Hundred Thousand One Hundred Thirteen Dollars ($9,800,113).** 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 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Thirteen Million Four Hundred Eighty Nine Thousand Three Hundred Forty Three Dollars ($13,489,343).** The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.3 **Insurance**. *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.1 in its entirety:*

5.1 **Insurance.**

5.1.1 **Required Coverages.** Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting

Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Policy must include Abuse and Molestation coverage.

(b) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation Insurance, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than $1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved. (Technology Errors and Omissions Coverage)

(f) Cyber and Privacy Insurance with limits of not less than $1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Reserved. (Pollution Liability Insurance)

5.1.2 **Additional Insured Endorsements**

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement)

5.1.3 **Waiver of Subrogation Endorsements**

(a) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.4 **Primary Insurance Endorsements**

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with

respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement)

5.1.5 **Other Insurance Requirements**

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: luciana.garcia@sfdph.org .

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

2.4 Appendix B is hereby replaced in its entirety by Appendix B, attached to this Amendment and fully incorporated within the Agreement.

2.5 Appendices B-1 through B-5 are hereby replaced in its entirety by Appendices B-1 through B-5, attached to this Amendment and fully incorporated within the Agreement.

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## Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

## Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY
Recommended by:

DocuSigned by:
Greg Wagner 4/15/2022 | 12:27 PM PDT
28527524752949F...

Grant Colfax, MD Date
Director of Health
Department of Public Health

CONTRACTOR
Bayview Hunters Point Foundation

6·29·21

James Bouquin Date
Executive Director

Supplier ID number: 0000024522

Approved as to Form:

Dennis J. Herrera
City Attorney

By: DocuSigned by:
Louise Simpson 4/15/2022 | 8:18 AM PDT
BD54168A4C3B452...

Louise S. Simpson Date
Deputy City Attorney

Approved:

DocuSigned by:
Sailaja Kurella 4/25/2022 | 10:39 AM PDT
78EAEA4AB01C4E0...

Sailaja Kurella Date
Director, Office of Contract Administration, and Purchaser

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# Appendix B
## Calculation of Charges

**1. Method of Payment**

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. For the purposes of this Section, "General Fund" shall mean all those funds which are not Work Order or Grant funds. "General Fund Appendices" shall mean all those appendices which include General Fund monies.

(1) Fee For Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

CONTRACTOR shall submit monthly invoices in the format attached, Appendix **F**, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix **A** times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix **F**, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

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D. Upon **the effective date** of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health **of an invoice or claim submitted by Contractor, and** of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and MHSA Fund 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 January 1 through June 30 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 Budget are listed below and are attached hereto.

B-1: Adult Behavioral Health
B-2: School-Based Centers (Balboa)
B-3: Children Outpatient
B-4: Dimensions LGBT Outpatient
B-5 Jelani Family Program

**B. *COMPENSATION***

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Thirteen Million Four Hundred Eighty Nine Thousand Three Hundred Forty Three Dollars ($13,489,343)** for the period of July 1, 2018 through June 30, 2023.

CONTRACTOR understands that, of this maximum dollar obligation, $424,410 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to

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the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, not withstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

| | |
|---|---|
| July 1, 2018 through June 30, 2019 | $2,466,555 |
| July 1, 2019 through June 30, 2020 | $2,032,533 |
| July 1, 2020 through June 30, 2021 | $2,829,402 |
| July 1, 2021 through March 30, 2022 | $2,122,052 |
| 20-21 MCO One Time Funding (DV) | $3,287 |
| 20-21 CODB One Time Funding (DV) | $74,351 |
| April 1, 2022 through June 30, 2022 | $707,351 |
| July 1, 2022 through June 30, 2023 | $2,829,402 |
| total | $13,064,933 |
| contingency | $424,410 |
| grand total | **$13,489,343** |

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

C. CONTRACTOR agrees to comply with its Budget as shown in Appendix **B** in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

D. No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

F. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum

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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.

G. CONTRACTOR further understands and agrees that any State or Federal Medi-Cal funding in this Agreement subject to authorized Federal Financial Participation (FFP) is an estimate, and actual amounts will be determined based on actual services and actual costs, subject to the total compensation amount shown in this Agreement.

## Appendix B - DPH 1: Department of Public Health Contract Budget Summary

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DHCS Legal Entity Number | 00341 | | | | | | Appendix B, Page 1 |
| Legal Entity Name/Contractor Name | Bayview Hunters Point Foundation | | | | | Fiscal Year | 2020-2021 |
| Contract ID Number | 1000011308 | | | | | Funding Notification Date | 01/25/21 |
| Appendix Number | B-1 | B-2 | B-3 | B-4 | B-5 | | **FN#2** |
| Provider Number | 3851 | 3851 | 3851 | 3851 | 389036 | | |
| Program Name | Adult Behavioral Health | School-based Centers (Balboa) | Children Outpatient | Dimensions LGBT Outpatient | Jelani Family Program | | |
| Program Code | 38513 | N/A | 38516 & 38171 | N/A | 3816SD | | |
| Funding Term | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | | |
| **FUNDING USES** | | | | | | | **TOTAL** |
| Salaries | $ 576,700 | $ 131,582 | $ 284,800 | $ 60,320 | $ 330,300 | | **$ 1,383,702** |
| Employee Benefits | $ 161,474 | $ 38,159 | $ 79,742 | $ 21,716 | $ 99,090 | | **$ 400,181** |
| **Subtotal Salaries & Employee Benefits** | **$ 738,174** | **$ 169,741** | **$ 364,542** | **$ 82,036** | **$ 429,390** | **$ -** | **$ 1,783,883** |
| Operating Expenses | $ 330,811 | $ 48,555 | $ 190,035 | $ 20,002 | $ 87,113 | | **$ 676,516** |
| **Subtotal Direct Expenses** | **$ 1,068,985** | **$ 218,296** | **$ 554,577** | **$ 102,038** | **$ 516,503** | **$ -** | **$ 2,460,399** |
| Indirect Expenses | $ 160,347 | $ 32,745 | $ 83,182 | $ 15,306 | $ 77,423 | | **$ 369,003** |
| Indirect % | **15.0%** | **15.0%** | **15.0%** | **15.0%** | **15.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | **$ 1,229,332** | **$ 251,041** | **$ 637,759** | **$ 117,344** | **$ 593,926** | **$ -** | **$ 2,829,402** |
| | | | | | Employee Benefits Rate | | **28.8%** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | | | | | | | |
| MH Adult Fed SDMC FFP (50%) | $ 470,922 | | | | | | $ 470,922 |
| MH Adult State 1991 MH Realignment | $ 154,812 | | | | | | $ 154,812 |
| MH Adult County General Fund | $ 603,598 | | | | | | $ 603,598 |
| MH MHSA (PEI) | | $ 251,041 | | | | | $ 251,041 |
| MH CYF Fed SDMC FFP (50%) | | | $ 272,761 | | | | $ 272,761 |
| MH CYF State 2011 PSR-EPSDT | | | $ 250,485 | | | | $ 250,485 |
| MH CYF County Local Match | | | $ 22,276 | | | | $ 22,276 |
| MH CYF County General Fund | | | $ 92,237 | | | | $ 92,237 |
| MH WO DCYF Dimensions Clinic | | | | $ 117,344 | | | $ 117,344 |
| MH CYF County GF WO CODB | | | | | | | $ - |
| MH Grant SAMHSA Adult SOC, CFDA 93.958 | | | | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | **$ 1,229,332** | **$ 251,041** | **$ 637,759** | **$ 117,344** | **$ -** | **$ -** | **$ 2,235,476** |
| **BHS SUD FUNDING SOURCES** | | | | | | | |
| SUD Fed SABG Discretionary, CFDA 93.959 | | | | | $ 593,926 | | $ 593,926 |
| SUD County General Fund (MCO) | | | | | $ - | | $ - |
| **TOTAL BHS SUD FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 593,926** | **$ -** | **$ 593,926** |
| **TOTAL DPH FUNDING SOURCES** | **$ 1,229,332** | **$ 251,041** | **$ 637,759** | **$ 117,344** | **$ 593,926** | **$ -** | **$ 2,829,402** |
| **NON-DPH FUNDING SOURCES** | | | | | | | |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **TOTAL NON-DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | **$ 1,229,332** | **$ 251,041** | **$ 637,759** | **$ 117,344** | **$ 593,926** | **$ -** | **$ 2,829,402** |
| **Prepared By** | | | | **Phone Number** | | | |

**Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)**

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-1 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 2 |
| Provider Number | 3851 | Fiscal Year | 2020-2021 |
| Contract ID Number | 1000011308 | Funding Notification Date | 01/25/21 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Program Name | | Adult Behavioral Health | | | | | | |
| Program Code | | 38513 | 38513 | 38513 | 38513 | 38513 | | |
| Mode/SFC (MH) or Modality (SUD) | | 15/10-57, 59 | 15/60-69 | 15/70-79 | 15/01-09 | 45/20-29 | | |
| Service Description | | OP-MH Svcs | OP-Medication Support | OP-Crisis Intervention | OP-Case Mgt Brokerage | OS-Cmmty Client Svcs | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | | |
| **FUNDING USES** | | | | | | | | **TOTAL** |
| Salaries & Employee Benefits | | $ 528,125 | $ 133,991 | $ 1,569 | $ 33,310 | $ 41,179 | $ - | $ 738,174 |
| Operating Expenses | | $ 236,678 | $ 60,048 | $ 703 | $ 14,928 | $ 18,454 | $ - | $ 330,811 |
| **Subtotal Direct Expenses** | | **$ 764,804** | **$ 194,039** | **$ 2,272** | **$ 48,237** | **$ 59,633** | **-** | **$ 1,068,985** |
| Indirect Expenses | | $ 114,719 | $ 29,105 | $ 341 | $ 7,236 | $ 8,946 | - | $ 160,347 |
| **Indirect %** | | **15.0%** | **15.0%** | **15.0%** | **15.0%** | **15.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | | **$ 879,523** | **$ 223,144** | **$ 2,613** | **$ 55,473** | **$ 68,579** | **$ -** | **$ 1,229,332** |
| **BHS MENTAL HEALTH FUNDING SOURCE** | **Dept-Auth-Proj-Activity** | | | | | | | |
| MH Adult Fed SDMC FFP (50%) | 251984-10000-10001792-0001 | $ 363,191 | $ 85,480 | $ 1,001 | $ 21,250 | $ - | $ - | $ 470,922 |
| MH Adult State 1991 MH Realignment | 251984-10000-10001792-0001 | $ 110,760 | $ 28,101 | $ 329 | $ 6,986 | $ 8,636 | $ - | $ 154,812 |
| MH Adult County General Fund | 251984-10000-10001792-0001 | $ 405,572 | $ 109,563 | $ 1,283 | $ 27,237 | $ 59,943 | $ - | $ 603,598 |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| This row left blank for funding sources not in drop-down list | | | | | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | **$ 879,523** | **$ 223,144** | **$ 2,613** | **$ 55,473** | **$ 68,579** | **$ -** | **$ 1,229,332** |
| **TOTAL DPH FUNDING SOURCES** | | **$ 879,523** | **$ 223,144** | **$ 2,613** | **$ 55,473** | **$ 68,579** | **$ -** | **$ 1,229,332** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | | **879,523** | **223,144** | **2,613** | **55,473** | **68,579** | **-** | **1,229,332** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | | | | |
| Payment Method | | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | |
| DPH Units of Service | | 182,071 | 32,798 | 390 | 14,501 | 370 | | |
| Unit Type | | Staff Minute | Staff Minute | Staff Minute | Staff Minute | Staff Hour | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | $ 4.83 | $ 6.80 | $ 6.70 | $ 3.83 | $ 185.35 | $ - | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | $ 4.83 | $ 6.80 | $ 6.70 | $ 3.83 | $ 185.35 | $ - | |
| Published Rate (Medi-Cal Providers Only) | | $ 4.90 | $ 7.00 | $ 6.80 | $ 3.90 | $ 188.00 | $ - | **Total UDC** |
| Unduplicated Clients (UDC) | | 275 | Included | Included | Included | Included | Included | 275 |

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## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name Adult Behavioral Health
Program Code 38513

Appendix Number B-1
Page Number 3
Fiscal Year 2020-2021
Funding Notification Date 01/25/21

| | TOTAL | | 251984-10000-10001792-0001 | | 251984-10001-10034030-0001 (Mode 45) | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Clinical Program Director | 0.75 | $ 76,500 | 0.708 | 72,232 | 0.04 | $ 4,268 | | |
| Clinical Supervisor | 0.84 | $ 77,200 | 0.793 | 72,893 | 0.05 | $ 4,307 | | |
| Admin Practice Mgr | 0.70 | $ 38,500 | 0.661 | 36,352 | 0.04 | $ 2,148 | | |
| Therapist | 4.00 | $ 285,000 | 3.777 | 269,101 | 0.22 | $ 15,899 | | |
| Director of Compliance | 0.10 | $ 7,000 | 0.094 | 6,610 | 0.01 | $ 390 | | |
| Psychiatrist | 0.40 | $ 86,000 | 0.378 | 81,202 | 0.02 | $ 4,798 | | |
| Executive Director | 0.05 | $ 6,500 | 0.047 | 6,137 | 0.00 | $ 363 | | |
| | | | | | | | | |
| | | | | | | | | |
| **Totals:** | 6.84 | $ 576,700 | 6.46 | $ 544,528 | 0.38 | $ 32,172 | 0.00 | $ - |
| | | | | | | | | |
| **Employee Benefits:** | 28% | $ 161,474 | 28% | $ 152,467 | 28% | $ 9,007 | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | **$ 738,174** | | **$ 696,995** | | **$ 41,179** | | **$ -** |

## Appendix B - DPH 4: Operating Expenses Detail

| | | | |
|---|---|---|---|
| Contract ID Number | 1000011308 | Appendix Number | B-1 |
| Program Name | Adult Behavioral Health | Page Number | 4 |
| Program Code | 38513 | Fiscal Year | 2020-2021 |
| | | Funding Notification Date | 01/25/21 |

| Expense Categories & Line Items | TOTAL | 251984-10000-10001792-0001 | 251984-10001-10034030-0001 (Mode 45) | Dept-Auth-Proj-Activity |
|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | (mm/dd/yy-mm/dd/yy): |
| Rent | $ 89,775 | 84,767 | $ 5,008 | |
| Utilities (telephone, electricity, water, gas) | $ 27,000 | 25,494 | $ 1,506 | |
| Building Repair/Maintenance | $ 14,000 | 13,219 | $ 781 | |
| **Occupancy Total:** | **$ 130,775** | **$ 123,480** | **$ 7,295** | **$ -** |
| Office Supplies | $ 6,741 | 6,365 | $ 376 | |
| Photocopying | $ - | - | $ - | |
| Program Supplies | $ 5,103 | 4,818 | $ 285 | |
| Computer Hardware/Software | $ 5,200 | 4,910 | $ 290 | |
| **Materials & Supplies Total:** | **$ 17,044** | **$ 16,093** | **$ 951** | **$ -** |
| Training/Staff Development | $ 2,650 | 2,502 | $ 148 | |
| Insurance | $ 16,000 | 15,107 | $ 893 | |
| Professional License | $ 1,500 | 1,416 | $ 84 | |
| Permits | $ 758 | 716 | $ 42 | |
| Equipment Lease & Maintenance | $ 4,500 | 4,249 | $ 251 | |
| **General Operating Total:** | **$ 25,408** | **$ 23,991** | **$ 1,417** | **$ -** |
| Local Travel | $ 2,000 | 1,888 | $ 112 | |
| Out-of-Town Travel | $ - | | | |
| Field Expenses | $ - | | | |
| **Staff Travel Total:** | **$ 2,000** | **$ 1,888** | **$ 112** | **$ -** |
| **Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)** | | | | |
| Registry of Physician Specialists (7/1/2020-6/30/2021). To provide psychiatry services to plan & supervise treatment. $187.00/ hour x approx. 832 hours. | $ 155,584 | 146,905 | $ 8,679 | |
| | $ - | | | |
| **Consultant/Subcontractor Total:** | **$ 155,584** | **$ 146,905** | **$ 8,679** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 330,811** | **$ 312,357** | **$ 18,454** | **$ -** |

## Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-2 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 6 |
| Provider Number | 3851 | Fiscal Year | 2020-2021 |
| Contract ID Number | 1000011308 | Funding Notification Date | 12/24/20 |

| | | | | | |
|---|---|---|---|---|---|
| Program Name | | School-based Centers (Balboa) | | | |
| Program Code | | N/A | N/A | | |
| Mode/SFC (MH) or Modality (SUD) | | 45/10-19 | 45/20-29 | | |
| Service Description | | OS-MH Promotion | OS-Cmmty Client Svcs | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | | 07/01/20-06/30/21 | 07/01/20-06/30/21 | | |
| **FUNDING USES** | | | | | **TOTAL** |
| Salaries & Employee Benefits | | $ 71,291 | $ 98,450 | | $ 169,741 |
| Operating Expenses | | $ 20,393 | $ 28,162 | | $ 48,555 |
| **Subtotal Direct Expenses** | | **$ 91,684** | **$ 126,612** | **$ -** | **$ 218,296** |
| Indirect Expenses | | $ 13,753 | $ 18,992 | | $ 32,745 |
| **Indirect %** | | **15.0%** | **15.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | | **$ 105,437** | **$ 145,604** | **$ -** | **$ 251,041** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | | |
| MH MHSA (PEI) | 251984-17156-10031199-0048 | $ 105,437 | $ 145,604 | | $ 251,041 |
| This row left blank for funding sources not in drop-down list | | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | **$ 105,437** | **$ 145,604** | **$ -** | **$ 251,041** |
| **TOTAL DPH FUNDING SOURCES** | | **$ 105,437** | **$ 145,604** | **$ -** | **$ 251,041** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | | **105,437** | **145,604** | **-** | **251,041** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | |
| Payment Method | | Fee-For-Service (FFS) | Fee-For-Service (FFS) | | |
| DPH Units of Service | | 375 | 520 | | |
| Unit Type | | Staff Hour | Staff Hour | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | $ 281.17 | $ 280.01 | $ - | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | $ 281.17 | $ 280.01 | $ - | |
| Published Rate (Medi-Cal Providers Only) | | N/A | N/A | | **Total UDC** |
| Unduplicated Clients (UDC) | | 600 | Included | | 600 |

## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name School-based Centers (Balboa)
Program Code N/A

Appendix Number B-2
Page Number 7
Fiscal Year 2020-2021
Funding Notification Date 01/25/21

| | TOTAL | | 251984-17156-10031199-0048 | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Behavioral Health Program Coordinator | 0.88 | $ 75,915 | 0.88 | $ 75,915 | | | | |
| Therapist | 0.83 | $ 50,067 | 0.83 | $ 50,067 | | | | |
| Compliance Officer | 0.10 | $ 5,600 | 0.10 | $ 5,600 | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| **Totals:** | 1.81 | $ 131,582 | 1.81 | $ 131,582 | 0.00 | $ - | 0.00 | $ - |
| **Employee Benefits:** | 29.00% | $ 38,159 | 29.00% | $ 38,159 | 0.00% | | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | **$ 169,741** | | **$ 169,741** | | **$ -** | | **$ -** |

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308
Program Name School-based Centers (Balboa)
Program Code N/A

Appendix Number B-2
Page Number 8
Fiscal Year 2020-2021
Funding Notification Date 01/25/21

| Expense Categories & Line Items | TOTAL | 251984-17156-10031199-0048 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | 07/01/20-06/30/21 | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): |
| Rent | $ - | | | |
| Utilities (telephone, electricity, water, gas) | $ - | | | |
| Building Repair/Maintenance | $ - | | | |
| **Occupancy Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Office Supplies | $ - | | | |
| Photocopying | $ - | | | |
| Program Supplies | $ 41,555 | $ 41,555 | | |
| Computer Hardware/Software | $ - | | | |
| **Materials & Supplies Total:** | **$ 41,555** | **$ 41,555** | **$ -** | **$ -** |
| Training/Staff Development | $ - | | | |
| Insurance | $ 7,000 | $ 7,000 | | |
| Professional License | $ - | | | |
| Permits | $ - | | | |
| Equipment Lease & Maintenance | $ - | | | |
| **General Operating Total:** | **$ 7,000** | **$ 7,000** | **$ -** | **$ -** |
| Local Travel | $ - | | | |
| Out-of-Town Travel | $ - | | | |
| Field Expenses | $ - | | | |
| **Staff Travel Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | |
| | $ - | | | |
| **Consultant/Subcontractor Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Other (provide detail): | $ - | | | |
| | $ - | | | |
| | $ - | | | |
| **Other Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 48,555** | **$ 48,555** | **$ -** | **$ -** |

**Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)**

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-3 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 10 |
| Provider Number | 3851 | Fiscal Year | 2020-2021 |
| Contract ID Number | 1000011308 | Funding Notification Date | 01/25/21 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Program Name | | Children Outpatient | | | | | |
| Program Code | | 38516 & 38171 | 38516 & 38171 | 38516 & 38171 | 38516 & 38171 | | |
| Mode/SFC (MH) or Modality (SUD) | | 15/10-57, 59 | 15/70-79 | 15/01-09 | 45/20-29 | | |
| Service Description | | OP-MH Svcs | OP-Crisis Intervention | OP-Case Mgt Brokerage | OS-Cmmty Client Svcs | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | | |
| **FUNDING USES** | | | | | | | **TOTAL** |
| Salaries & Employee Benefits | | $ 328,435 | $ 474 | $ 13,606 | $ 22,027 | | $ 364,542 |
| Operating Expenses | | $ 171,213 | $ 247 | $ 7,093 | $ 11,482 | | $ 190,035 |
| **Subtotal Direct Expenses** | | **$ 499,648** | **$ 722** | **$ 20,698** | **$ 33,509** | **$ -** | **$ 554,577** |
| Indirect Expenses | | $ 74,947 | $ 108 | $ 3,103 | $ 5,024 | | $ 83,182 |
| **Indirect %** | | **15.0%** | **15.0%** | **15.0%** | **15.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | | **$ 574,595** | **$ 830** | **$ 23,801** | **$ 38,533** | **$ -** | **$ 637,759** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | | | | |
| MH CYF Fed SDMC FFP (50%) | 251962-10000-10001670-0001 | $ 261,550 | $ 378 | $ 10,834 | | | $ 272,762 |
| MH CYF State 2011 PSR-EPSDT | 251962-10000-10001670-0001 | $ 240,189 | $ 347 | $ 9,949 | | | $ 250,485 |
| MH CYF County Local Match | 251962-10000-10001670-0001 | $ 14,172 | $ 20 | $ 587 | $ 7,496 | | $ 22,275 |
| MH CYF County General Fund | 251962-10000-10001670-0001 | $ 58,684 | $ 85 | $ 2,431 | $ 31,037 | | $ 92,237 |
| | | | | | | | $ - |
| This row left blank for funding sources not in drop-down list | | | | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | **$ 574,595** | **$ 830** | **$ 23,801** | **$ 38,533** | **$ -** | **$ 637,759** |
| **TOTAL DPH FUNDING SOURCES** | | **$ 574,595** | **$ 830** | **$ 23,801** | **$ 38,533** | **$ -** | **$ 637,759** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | | **574,595** | **830** | **23,801** | **38,533** | **-** | **637,759** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | | | |
| Payment Method | | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | | |
| DPH Units of Service | | 95,444 | 150 | 6,700 | 210 | | |
| Unit Type | | Staff Minute | Staff Minute | Staff Minute | Staff Hour | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | $ 6.02 | $ 5.53 | $ 3.55 | $ 183.49 | $ - | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | $ 6.02 | $ 5.53 | $ 3.55 | $ 183.49 | $ - | |
| Published Rate (Medi-Cal Providers Only) | | $ 5.00 | $ 5.75 | $ 3.75 | $ 188.00 | | **Total UDC** |
| Unduplicated Clients (UDC) | | 60 | Included | Included | Included | | 60 |

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Contract ID Number 1000011308
Program Name Children Outpatient
Program Code 38516 & 38171

Appendix Number B-3
Page Number 11
Fiscal Year 2020-2021
Funding Notification Date 01/25/21

| | TOTAL | | 251962-10000-10001670-0001 (Mode 15) | | 251962-10000-10001670-0001 (Mode 45) | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | 0 | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Clinical Program Director | 0.25 | $ 25,500 | 0.235 | 23,958 | 0.02 | $ 1,542 | | | | | | | | |
| Clinical Supervisor | 0.16 | $ 14,800 | 0.15 | 13,906 | 0.01 | $ 894 | | | | | | | | |
| Admin Practice Mgr | 0.30 | $ 16,500 | 0.282 | 15,503 | 0.02 | $ 997 | | | | | | | | |
| Therapist | 2.00 | $ 142,500 | 1.879 | 133,890 | 0.12 | $ 8,610 | | | | | | | | |
| Compliance Officer | 0.10 | $ 7,000 | 0.094 | 6,577 | 0.01 | $ 423 | | | | | | | | |
| Executive Director | 0.05 | $ 6,500 | 0.047 | 6,107 | 0.00 | $ 393 | | | | | | | | |
| ERMHS clinician | 1.00 | $ 72,000 | 0.94 | 67,650 | 0.06 | $ 4,350 | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | | | |
| | 0.00 | $ - | | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | | | |
| **Totals:** | 3.86 | $ 284,800 | 3.63 | $ 267,591 | 0.23 | $ 17,209 | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - |
| **Employee Benefits:** | 28% | $ 79,742 | 28% | $ 74,924 | 28% | $ 4,818 | 0.00% | | 0.00% | | 0.00% | | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | **$ 364,542** | | **$ 342,515** | | **$ 22,027** | | **$ -** | | **$ -** | | **$ -** | | **$ -** |

## Appendix B - DPH 4: Operating Expenses Detail

| | | | |
|---|---|---|---|
| Contract ID Number | 1000011308 | Appendix Number | B-3 |
| Program Name | Children Outpatient | Page Number | 12 |
| Program Code | 38516 & 38171 | Fiscal Year | 2020-2021 |
| | | Funding Notification Date | 01/25/21 |

| Expense Categories & Line Items | TOTAL | 251962-10000-10001670-0001 (Mode 15) | 251962-10000-10001670-0001 (Mode 45) | Dept-Auth-Proj-Activity |
|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | 07/01/20-06/30/21 | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): |
| Rent | $ 89,775 | 84,351 | 5,424 | |
| Utilities (telephone, electricity, water, gas) | $ 34,000 | 31,946 | 2,054 | |
| Building Repair/Maintenance | $ 18,500 | 17,382 | 1,118 | |
| **Occupancy Total:** | **$ 142,275** | **$ 133,678** | **$ 8,597.00** | **$ -** |
| Office Supplies | $ 6,500 | 6,107 | 393 | |
| Photocopying | $ - | - | - | |
| Program Supplies | $ 5,000 | 4,698 | 302 | |
| Computer Hardware/Software | $ 10,323 | 9,699 | 624 | |
| **Materials & Supplies Total:** | **$ 21,823** | **$ 20,504** | **$ 1,319.00** | **$ -** |
| Training/Staff Development | $ 5,150 | 4,839 | 311 | |
| Insurance | $ 10,858 | 10,203 | 655 | |
| Professional License | $ 1,000 | 940 | 60 | |
| Permits | $ 529 | 497 | 32 | |
| Equipment Lease & Maintenance | $ 5,900 | 5,544 | 356 | |
| **General Operating Total:** | **$ 23,437** | **$ 22,022** | **$ 1,415** | **$ -** |
| Local Travel | $ 2,500 | 2,349 | 151 | |
| Out-of-Town Travel | $ - | | | |
| Field Expenses | $ - | | | |
| **Staff Travel Total:** | **$ 2,500** | **$ 2,349** | **$ 151** | **$ -** |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | $ - | | |
| | $ - | | | |
| **Consultant/Subcontractor Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Other (provide detail): | $ - | | | |
| | $ - | | | |
| | $ - | | | |
| **Other Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 190,035** | **$ 178,553** | **$ 11,482** | **$ -** |

## Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-4 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 14 |
| Provider Number | 3851 | Fiscal Year | 2020-2021 |
| Contract ID Number | 1000011308 | Funding Notification Date | 01/25/21 |

| | | | |
|---|---|---|---|
| Program Name | Dimensions LGBT Outpatient | | |
| Program Code | N/A | | |
| Mode/SFC (MH) or Modality (SUD) | 00-20 | | |
| Service Description | Administration Support (i.e. check Writing, | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | 07/01/20-06/30/21 | | |
| **FUNDING USES** | | | **TOTAL** |
| Salaries & Employee Benefits | $ 82,036 | | $ 82,036 |
| Operating Expenses | $ 20,002 | | $ 20,002 |
| Capital Expenses | | | $ - |
| **Subtotal Direct Expenses** | **$ 102,038** | **$ -** | **$ 102,038** |
| Indirect Expenses | $ 15,306 | | $ 15,306 |
| **Indirect %** | **15.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | **$ 117,344** | **$ -** | **$ 117,344** |

| **BHS MENTAL HEALTH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | |
|---|---|---|---|---|
| MH WO DCYF Dimensions Clinic | 251962-10002-10001799-0002 | $ 117,344 | | $ 117,344 |
| MH CYF County GF WO CODB | 251962-10000-10001670-0001 | $ - | | $ - |
| This row left blank for funding sources not in drop-down list | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | **$ 117,344** | **$ -** | **$ 117,344** |
| **TOTAL DPH FUNDING SOURCES** | | **$ 117,344** | **$ -** | **$ 117,344** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | | **117,344** | **-** | **117,344** |

| **BHS UNITS OF SERVICE AND UNIT COST** | | | |
|---|---|---|---|
| Payment Method | Cost Reimbursement (CR) | | |
| DPH Units of Service | 450 | | |
| Unit Type | fill-in appropriate | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | $ 260.76 | $ - | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | $ 260.76 | $ - | |
| Published Rate (Medi-Cal Providers Only) | N/A | | **Total UDC** |
| Unduplicated Clients (UDC) | 25 | | 25 |

## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name Dimensions LGBT Outpatient
Program Code N/A

Appendix Number B-4
Page Number 15
Fiscal Year 2020-2021
Funding Notification Date 01/25/21

| | TOTAL | | 251962-10002-10001799-0002 | | 251962-10002-10001799-0002 | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Therapist 1 | 1.00 | $ 60,320 | 0.96 | $ 58,134 | 0.04 | $ 2,186 | | |
| | | | | | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| | 0.00 | $ - | | | | | | |
| **Totals:** | 1.00 | $ 60,320 | 0.96 | $ 58,134 | 0.04 | $ 2,186 | 0.00 | $ - |
| | | | | | | | | |
| **Employee Benefits:** | 36.0% | $ 21,716 | 36.0% | $ 20,929 | 36.00% | $ 787 | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | **$ 82,036** | | **$ 79,063** | | **$ 2,973** | | **$ -** |

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308
Program Name Dimensions LGBT Outpatient
Program Code N/A

Appendix Number B-4
Page Number 16
Fiscal Year 2020-2021
Funding Notification Date 01/25/21

| Expense Categories & Line Items | TOTAL | 251962-10002-10001799-0002 | 251962-10000-10001670-0001 | Dept-Auth-Proj-Activity |
|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | (mm/dd/yy-mm/dd/yy): |
| Rent | $ - | | | |
| Utilities (telephone, electricity, water, gas) | $ - | | | |
| Building Repair/Maintenance | $ - | | | |
| **Occupancy Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Office Supplies | $ 500 | $ 500 | | |
| Photocopying | $ - | | | |
| Program Supplies | $ 16,002 | $ 16,002 | | |
| Computer Hardware/Software | $ - | $ - | | |
| **Materials & Supplies Total:** | **$ 16,502** | **$ 16,502** | **$ -** | **$ -** |
| Training/Staff Development | $ - | | | |
| Insurance | $ 3,500 | $ 3,500 | | |
| Professional License | $ - | | | |
| Permits | $ - | | | |
| Equipment Lease & Maintenance | $ - | | | |
| **General Operating Total:** | **$ 3,500** | **$ 3,500** | **$ -** | **$ -** |
| Local Travel | $ - | | | |
| Out-of-Town Travel | $ - | | | |
| Field Expenses | $ - | | | |
| **Staff Travel Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | |
| | $ - | | | |
| **Consultant/Subcontractor Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Other (provide detail): | $ - | | | |
| | $ - | | | |
| | $ - | | | |
| **Other Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 20,002** | **$ 20,002** | **$ -** | **$ -** |

## Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-5 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 18 |
| Provider Number | 389036 | Fiscal Year | 2020-2021 |
| Contract ID Number | 1000011308 | Funding Notification Date | 01/25/21 |

| | | | | |
|---|---|---|---|---|
| Program Name | Jelani Family Program | | | |
| Program Code | 3816SD | | | |
| Mode/SFC (MH) or Modality (SUD) | Res-59 | | | |
| Service Description | ODS Recovery Residences | | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | 07/01/20-06/30/21 | | | |
| **FUNDING USES** | | | | **TOTAL** |
| Salaries & Employee Benefits | $ 429,390 | | | $ 429,390 |
| Operating Expenses | $ 87,113 | | | $ 87,113 |
| **Subtotal Direct Expenses** | **$ 516,503** | **$ -** | **$ -** | **$ 516,503** |
| Indirect Expenses | $ 77,423 | | | $ 77,423 |
| **Indirect %** | **15.0%** | **0.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | **$ 593,926** | **$ -** | **$ -** | **$ 593,926** |
| **BHS SUD FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | |
| SUD Fed SABG Discretionary, CFDA 93.959 | 240646-10000-10001681-0003 | $ 593,926 | | $ 593,926 |
| | | | | $ - |
| | | | | $ - |
| This row left blank for funding sources not in drop-down list | | | | $ - |
| **TOTAL BHS SUD FUNDING SOURCES** | | **$ 593,926** | **$ -** | **$ -** | **$ 593,926** |
| **TOTAL DPH FUNDING SOURCES** | | **$ 593,926** | **$ -** | **$ -** | **$ 593,926** |
| **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)** | | **593,926** | **-** | **-** | **593,926** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | |
| Number of Beds Purchased | | 15 | | |
| SUD Only - Number of Outpatient Group Counseling Sessions | | | | |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs | | | | |
| Payment Method | | Cost Reimbursement (CR) | | |
| DPH Units of Service | | 4,928 | | |
| Unit Type | | Bed Days | 0 | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | $ 120.53 | $ - | $ - | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | $ 120.53 | $ - | $ - | |
| Published Rate (Medi-Cal Providers Only) | | N/A | | | **Total UDC** |
| Unduplicated Clients (UDC) | | 15 | | | 15 |

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## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name Jelani Family Program
Program Code 3816SD

Appendix Number B-5
Page Number 19
Fiscal Year 2020-2021
Funding Notification Date 01/25/21

| | TOTAL | | 240646-10000-10001681-0003 | | | | 0 | |
|---|---|---|---|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | | 07/01/20-06/30/21 | |
| **Position Title** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Program Director | 0.10 | $ 10,500 | 0.10 | $ 10,500 | | | | |
| Facility Coordinator | 0.30 | $ 18,000 | 0.30 | $ 18,000 | | | | |
| Case Manager | 0.00 | $ - | 0.00 | | | | | |
| House Manager | 1.00 | $ 55,000 | 1.00 | $ 55,000 | | | | |
| Intake & Billing Clerk Specialist | 0.50 | $ 24,000 | 0.50 | $ 24,000 | | | | |
| Director of Compliance | 0.09 | $ 6,300 | 0.09 | $ 6,300 | | | | |
| Monitors | 5.00 | $ 210,000 | 5.00 | $ 210,000 | 0.00 | $ - | | |
| Executive Director | 0.05 | $ 6,500 | 0.05 | $ 6,500 | | | | |
| **Totals:** | 7.04 | $ 330,300 | 7.04 | $ 330,300 | 0.00 | $ - | 0.00 | $ - |
| | | | | | | | | |
| **Employee Benefits:** | 30% | $ 99,090 | 30% | $ 99,090 | 0% | $ - | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | **$ 429,390** | | **$ 429,390** | | **$ -** | | **$ -** |

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## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308
Program Name Jelani Family Program
Program Code 3816SD

Appendix Number B-5
Page Number 20
Fiscal Year 2020-2021
Funding Notification Date 01/25/21

| Expense Categories & Line Items | TOTAL | 240646-10000-10001681-0003 | 240646-10000-10001681-0003 | 0 |
|---|---|---|---|---|
| **Funding Term** | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 | 07/01/20-06/30/21 |
| Rent | $ - | | | |
| Utilities (telephone, electricity, water, gas) | $ 30,000 | $ 30,000 | | |
| Building Repair/Maintenance | $ 27,000 | $ 27,000 | | |
| **Occupancy Total:** | **$ 57,000** | **$ 57,000** | **$ -** | **$ -** |
| Office Supplies | $ 2,000 | $ 2,000 | | |
| Photocopying | $ 500 | $ 500 | | |
| Program Supplies | $ 905 | $ 905 | | |
| Computer Hardware/Software | $ 5,000 | $ 5,000 | | |
| **Materials & Supplies Total:** | **$ 8,405** | **$ 8,405** | **$ -** | **$ -** |
| Training/Staff Development | $ 491 | $ 491 | | |
| Insurance | $ 17,717 | $ 17,717 | | |
| Professional License | $ - | $ - | | |
| Permits | $ - | $ - | | |
| Equipment Lease & Maintenance | $ 3,000 | $ 3,000 | | |
| **General Operating Total:** | **$ 21,208** | **$ 21,208** | **$ -** | **$ -** |
| Local Travel | $ 500 | $ 500 | | |
| Out-of-Town Travel | $ - | $ - | | |
| Field Expenses | $ - | $ - | | |
| **Staff Travel Total:** | **$ 500** | **$ 500** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 87,113** | **$ 87,113** | **$ -** | **$ -** |

DocuSign Envelope ID: 639A1EBC-E079-448C-8063-545248713438

## Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name: Bayview Hunters Point Foundation
Page Number: 22
Contract ID Number: 1000011308
Fiscal Year: 2020-2021
Funding Notification Date: 1/25/21

### 1. SALARIES & EMPLOYEE BENEFITS

| Position Title | FTE | Amount |
|---|---|---|
| Executive Director | 0.39 | $ 50,700 |
| Executive Assistant | 0.39 | $ 23,995 |
| Senior Accountant | 0.39 | $ 36,744 |
| AP/Payroll Accountant | 0.39 | $ 23,551 |
| Staff Accountant | 0.39 | $ 24,520 |
| Director of Compliance | 0.32 | $ 22,400 |
| | | |
| | | |
| | | |
| Subtotal: | 2.27 | $ 181,910 |
| Employee Benefits: | 27.6% | $ 50,164 |
| **Total Salaries and Employee Benefits:** | | $ 232,074 |

### 2. OPERATING COSTS

| **Expenses** (Use expense account name in the ledger.) | Amount |
|---|---|
| Office Rent | $ 45,380 |
| Supplies | $ 24,420 |
| Accounting Supervision & Audit Preparation Assistance | $ 24,911 |
| Audit Fees | $ 27,986 |
| Insurance | $ 14,230 |
| | |
| | |
| | |
| **Total Operating Costs** | $ 136,927 |

| | |
|---|---|
| **Total Indirect Costs** | **$ 369,001** |

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# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Contract ID#
1000011308

INVOICE NUMBER: M04 JL 20

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

Ct.Blanket No.: BPHM N/A

User Cd

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Ct. PO No.: POHM 0000447691

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

**BHS**

Fund Source: MH Adult Fed/ State/ Local Match/County GF

Invoice Period: July 2020

Funding Term: 07/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

ACE Control Number:

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| **B-3 Children Outpatient PC# 38516 & 38171 - 251962-10000-10001670-0001** | | | | | | | | | | | | |
| 15/10 - 57, 59 OP - MH Svcs | 9,544 | 60 | | | - | - | 0% | 0% | 9,544 | 60 | 100% | 100% |
| 15/70 - 79 OP - Crisis Intervention | 150 | - | | | - | - | 0% | 0% | 150 | - | 100% | 0% |
| 15/01 - 09 OP - Case Mgt Brokerage | 6,700 | - | | | - | - | 0% | 0% | 6,700 | - | 100% | 0% |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|
| Total Salaries | $ 267,591.00 | $ - | $ - | 0.00% | $ 267,591.00 |
| Fringe Benefits | $ 74,924.00 | $ - | $ - | 0.00% | $ 74,924.00 |
| **Total Personnel Expenses** | $ 342,515.00 | $ - | $ - | 0.00% | $ 342,515.00 |
| Operating Expenses: | | | | | |
| Occupancy | $ 133,678.00 | $ - | $ - | 0.00% | $ 133,678.00 |
| Materials and Supplies | $ 20,504.00 | $ - | $ - | 0.00% | $ 20,504.00 |
| General Operating | $ 22,022.00 | $ - | $ - | 0.00% | $ 22,022.00 |
| Staff Travel | $ 2,349.00 | $ - | $ - | 0.00% | $ 2,349.00 |
| Consultant/ Subcontractor | $ - | $ - | $ - | 0.00% | $ - |
| Other: | | $ - | $ - | 0.00% | $ - |
| | $ - | $ - | $ - | 0.00% | $ - |
| | | | | | |
| **Total Operating Expenses** | $ 178,553.00 | $ - | $ - | 0.00% | $ 178,553.00 |
| **Capital Expenditures** | $ - | $ - | $ - | 0.00% | $ - |
| **TOTAL DIRECT EXPENSES** | $ 521,068.00 | $ - | $ - | 0.00% | $ 521,068.00 |
| **Indirect Expenses** | $ 78,158.00 | $ - | $ - | 0.00% | $ 78,158.00 |
| **TOTAL EXPENSES** | $ 599,226.00 | $ - | $ - | 0.00% | $ 599,226.00 |
| **Less: Initial Payment Recovery** | | | | | |
| **Other Adjustments** (DPH use only) | | | | | |
| | | | | | |
| | | | | | |
| **REIMBURSEMENT** | | **$ -** | | | |

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR**
**COST REIMBURSEMENT INVOICE**

Appendix F
PAGE B

Contract ID#
1000011308

Invoice Number
M04 JL 20

User Cd

CT PO No.

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

| NAME & TITLE | FTE | BUDGETED SALARY | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|---|
| Clinical Program Director | 0.23 | $ 23,958.00 | $ - | $ - | 0.00% | $ 23,958.00 |
| Clinical Supervisor | 0.15 | $ 13,906.00 | $ - | $ - | 0.00% | $ 13,906.00 |
| Admin Practice Mgr | 0.28 | $ 15,503.00 | $ - | $ - | 0.00% | $ 15,503.00 |
| Therapist | 1.88 | $ 133,890.00 | $ - | $ - | 0.00% | $ 133,890.00 |
| Compliance Officer | 0.09 | $ 6,577.00 | $ - | $ - | 0.00% | $ 6,577.00 |
| Executive Director | 0.05 | $ 6,107.00 | $ - | $ - | 0.00% | $ 6,107.00 |
| ERMHS clinician | 0.94 | $ 67,650.00 | $ - | $ - | 0.00% | $ 67,650.00 |
| **TOTAL SALARIES** | 3.63 | $ 267,591.00 | $ - | $ - | 0.00% | $ 267,591.00 |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

DocuSign Envelope ID: 639A1EBC-E079-448C-8063-545248713438

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Contract ID#
1000011308

INVOICE NUMBER: M05 JL 20

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

Ct.Blanket No.: BPHM N/A

User Cd

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Ct. PO No.: POHM SFGOV-0000447691

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

**BHS**

Fund Source: MH Adult Fed/ State/ County General Fund

Invoice Period: July 2020

Funding Term: 07/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

ACE Control Number:

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| **B-1 Adult Behavioral Health PC# 38513 - 251984-10000-10001792-0001** | | | | | | | | | | | | |
| 15/10 - 57, 59 OP - MH Svcs | 182,071 | 275 | | | - | - | 0% | 0% | 182,071 | 275 | 100% | 100% |
| 15/60 - 69 OP - Medication Support | 32,798 | - | | | - | - | 0% | 0% | 32,798 | - | 100% | 0% |
| 15/70 - 79 OP - Crisis Intervention | 390 | - | | | - | - | 0% | 0% | 390 | - | 100% | 0% |
| 15/01 - 09 OP - Case Mgt Brokerage | 14,501 | - | | | - | - | 0% | 0% | 14,501 | - | 100% | 0% |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|
| Total Salaries | $ 544,528.00 | $ - | $ - | 0.00% | $ 544,528.00 |
| Fringe Benefits | $ 152,467.00 | $ - | $ - | 0.00% | $ 152,467.00 |
| **Total Personnel Expenses** | $ 696,995.00 | $ - | $ - | 0.00% | $ 696,995.00 |
| Operating Expenses: | | | | | |
| Occupancy | $ 123,480.00 | $ - | $ - | 0.00% | $ 123,480.00 |
| Materials and Supplies | $ 16,093.00 | $ - | $ - | 0.00% | $ 16,093.00 |
| General Operating | $ 23,991.00 | $ - | $ - | 0.00% | $ 23,991.00 |
| Staff Travel | $ 1,888.00 | $ - | $ - | 0.00% | $ 1,888.00 |
| Consultant/ Subcontractor | $ 146,905.00 | $ - | $ - | 0.00% | $ 146,905.00 |
| Other: | $ - | $ - | $ - | 0.00% | $ - |
| | $ - | $ - | $ - | 0.00% | $ - |
| | | | | | |
| **Total Operating Expenses** | $ 312,357.00 | $ - | $ - | 0.00% | $ 312,357.00 |
| **Capital Expenditures** | $ - | $ - | $ - | 0.00% | $ - |
| **TOTAL DIRECT EXPENSES** | $ 1,009,352.00 | $ - | $ - | 0.00% | $ 1,009,352.00 |
| **Indirect Expenses** | $ 151,401.00 | $ - | $ - | 0.00% | $ 151,401.00 |
| **TOTAL EXPENSES** | $ 1,160,753.00 | $ - | $ - | 0.00% | $ 1,160,753.00 |
| **Less: Initial Payment Recovery** | | | NOTES: | | |
| **Other Adjustments** (DPH use only) | | | | | |
| | | | | | |
| | | | | | |
| **REIMBURSEMENT** | | **$ -** | | | |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR**
**COST REIMBURSEMENT INVOICE**

Appendix F
PAGE B

Contract ID#
1000011308

Invoice Number
M05 JL 20
User Cd

CT PO No.

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

| NAME & TITLE | FTE | BUDGETED SALARY | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|---|
| Clinical Program Director | 0.71 | $ 72,232.00 | $ - | $ - | 0.00% | $ 72,232.00 |
| Clinical Supervisor | 0.79 | $ 72,893.00 | $ - | $ - | 0.00% | $ 72,893.00 |
| Admin Practice Mgr | 0.66 | $ 36,352.00 | $ - | $ - | 0.00% | $ 36,352.00 |
| Therapist | 3.78 | $ 269,101.00 | $ - | $ - | 0.00% | $ 269,101.00 |
| Director of Compliance | 0.09 | $ 6,610.00 | $ - | $ - | 0.00% | $ 6,610.00 |
| Psychiatrist | 0.38 | $ 81,202.00 | $ - | $ - | 0.00% | $ 81,202.00 |
| Executive Director | 0.05 | $ 6,138.00 | $ - | $ - | 0.00% | $ 6,138.00 |
| **TOTAL SALARIES** | 6.46 | $ 544,528.00 | $ - | $ - | 0.00% | $ 544,528.00 |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Contract ID#
1000011308

INVOICE NUMBER: M06 JL 20

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

Ct.Blanket No.: BPHM N/A

User Cd

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Ct. PO No.: POHM 0000447691

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

**BHS**

Fund Source: MH Adult Local Match/County GF

Invoice Period: July 2020

Funding Term: 07/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

ACE Control Number:

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| **B-3 Children Outpatient PC# 38516 & 38171 - 251962-10000-10001670-0001** | | | | | | | | | | | | |
| 45/20-29 OS-Cmmty Client Svcs | 210 | - | | | - | - | 0% | 0% | 210 | - | 100% | 0% |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|
| Total Salaries | $ 17,209.00 | $ - | $ - | 0.00% | $ 17,209.00 |
| Fringe Benefits | $ 4,818.00 | $ - | $ - | 0.00% | $ 4,818.00 |
| **Total Personnel Expenses** | $ 22,027.00 | $ - | $ - | 0.00% | $ 22,027.00 |
| Operating Expenses: | | | | | |
| Occupancy | $ 8,597.00 | $ - | $ - | 0.00% | $ 8,597.00 |
| Materials and Supplies | $ 1,319.00 | $ - | $ - | 0.00% | $ 1,319.00 |
| General Operating | $ 1,415.00 | $ - | $ - | 0.00% | $ 1,415.00 |
| Staff Travel | $ 151.00 | $ - | $ - | 0.00% | $ 151.00 |
| Consultant/ Subcontractor | $ - | $ - | $ - | 0.00% | $ - |
| Other: | | $ - | $ - | 0.00% | $ - |
| | $ - | $ - | $ - | 0.00% | $ - |
| | | | | | |
| **Total Operating Expenses** | $ 11,482.00 | $ - | $ - | 0.00% | $ 11,482.00 |
| **Capital Expenditures** | $ - | $ - | $ - | 0.00% | $ - |
| **TOTAL DIRECT EXPENSES** | $ 33,509.00 | $ - | $ - | 0.00% | $ 33,509.00 |
| **Indirect Expenses** | $ 5,024.00 | $ - | $ - | 0.00% | $ 5,024.00 |
| **TOTAL EXPENSES** | $ 38,533.00 | $ - | $ - | 0.00% | $ 38,533.00 |
| **Less: Initial Payment Recovery** | | | | | |
| **Other Adjustments** (DPH use only) | | | | | |
| | | | | | |
| | | | | | |
| **REIMBURSEMENT** | | **$ -** | | | |

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR**
**COST REIMBURSEMENT INVOICE**

Appendix F
PAGE B

Contract ID#
1000011308

Invoice Number
M06 JL 20

User Cd

CT PO No.

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

| NAME & TITLE | FTE | BUDGETED SALARY | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|---|
| Clinical Program Director | 0.02 | $ 1,542.00 | $ - | $ - | 0.00% | $ 1,542.00 |
| Clinical Supervisor | 0.01 | $ 894.00 | $ - | $ - | 0.00% | $ 894.00 |
| Admin Practice Mgr | 0.02 | $ 997.00 | $ - | $ - | 0.00% | $ 997.00 |
| Therapist | 0.12 | $ 8,610.00 | $ - | $ - | 0.00% | $ 8,610.00 |
| Compliance Officer | 0.01 | $ 423.00 | $ - | $ - | 0.00% | $ 423.00 |
| Executive Director | 0.00 | $ 393.00 | $ - | $ - | 0.00% | $ 393.00 |
| ERMHS clinician | 0.06 | $ 4,350.00 | $ - | $ - | 0.00% | $ 4,350.00 |
| **TOTAL SALARIES** | 0.23 | $ 17,209.00 | $ - | $ - | 0.00% | $ 17,209.00 |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Contract ID#
1000011308

INVOICE NUMBER: M07 JL 20

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

Ct.Blanket No.: BPHM N/A

User Cd

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Ct. PO No.: POHM SFGOV-0000447691

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

**BHS**

Fund Source: MH Adult Fed/ State/ County General Fund

Invoice Period: July 2020

Funding Term: 07/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

ACE Control Number:

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| **B-1 Adult Behavioral Health PC# 38513 - 251984-10000-10001792-0001** | | | | | | | | | | | | |
| 45/20-29 OS-Cmmty Client Svcs | 370 | - | | | - | - | 0% | 0% | 370 | - | 100% | 0% |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|
| Total Salaries | $ 32,172.00 | $ - | $ - | 0.00% | $ 32,172.00 |
| Fringe Benefits | $ 9,007.00 | $ - | $ - | 0.00% | $ 9,007.00 |
| **Total Personnel Expenses** | $ 41,179.00 | $ - | $ - | 0.00% | $ 41,179.00 |
| Operating Expenses: | | | | | |
| Occupancy | $ 7,295.00 | $ - | $ - | 0.00% | $ 7,295.00 |
| Materials and Supplies | $ 951.00 | $ - | $ - | 0.00% | $ 951.00 |
| General Operating | $ 1,417.00 | $ - | $ - | 0.00% | $ 1,417.00 |
| Staff Travel | $ 112.00 | $ - | $ - | 0.00% | $ 112.00 |
| Consultant/ Subcontractor | $ 8,679.00 | $ - | $ - | 0.00% | $ 8,679.00 |
| Other: | $ - | $ - | $ - | 0.00% | $ - |
| | $ - | $ - | $ - | 0.00% | $ - |
| | | | | | |
| **Total Operating Expenses** | $ 18,454.00 | $ - | $ - | 0.00% | $ 18,454.00 |
| **Capital Expenditures** | $ - | $ - | $ - | 0.00% | $ - |
| **TOTAL DIRECT EXPENSES** | $ 59,633.00 | $ - | $ - | 0.00% | $ 59,633.00 |
| **Indirect Expenses** | $ 8,946.00 | $ - | $ - | 0.00% | $ 8,946.00 |
| **TOTAL EXPENSES** | $ 68,579.00 | $ - | $ - | 0.00% | $ 68,579.00 |
| **Less: Initial Payment Recovery** | | | NOTES: | | |
| **Other Adjustments** (DPH use only) | | | | | |
| | | | | | |
| | | | | | |
| **REIMBURSEMENT** | | **$ -** | | | |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR**
**COST REIMBURSEMENT INVOICE**

Appendix F
PAGE B

Contract ID#
1000011308

Invoice Number
M07 JL 20
User Cd

CT PO No.

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

| NAME & TITLE | FTE | BUDGETED SALARY | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|---|
| Clinical Program Director | 0.04 | $ 4,268.00 | $ - | $ - | 0.00% | $ 4,268.00 |
| Clinical Supervisor | 0.05 | $ 4,307.00 | $ - | $ - | 0.00% | $ 4,307.00 |
| Admin Practice Mgr | 0.04 | $ 2,148.00 | $ - | $ - | 0.00% | $ 2,148.00 |
| Therapist | 0.22 | $ 15,899.00 | $ - | $ - | 0.00% | $ 15,899.00 |
| Director of Compliance | 0.01 | $ 390.00 | $ - | $ - | 0.00% | $ 390.00 |
| Psychiatrist | 0.02 | $ 4,798.00 | $ - | $ - | 0.00% | $ 4,798.00 |
| Executive Director | 0.00 | $ 362.00 | $ - | $ - | 0.00% | $ 362.00 |
| **TOTAL SALARIES** | 0.38 | $ 32,172.00 | $ - | $ - | 0.00% | $ 32,172.00 |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Contract ID#
1000011308

INVOICE NUMBER: M11 JL 20

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

Ct.Blanket No.: BPHM N/A

User Cd

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Ct. PO No.: POHM 0000447691

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

**BHS**

Fund Source: MH WO DCYF Dimensions Clinic

Invoice Period: July 2020

Funding Term: 07/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| **B-4 Dimensions LGBT Oupatient 251962-10002-10001799-0002** | | | | | | | | | | | | |
| 00-20 Administration Support | 450 | 25 | | | - | - | 0% | 0% | 450 | 25 | 100% | 100% |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|
| Total Salaries | $ 60,320.00 | $ - | $ - | 0.00% | $ 60,320.00 |
| Fringe Benefits | $ 21,716.00 | $ - | $ - | 0.00% | $ 21,716.00 |
| **Total Personnel Expenses** | $ 82,036.00 | $ - | $ - | 0.00% | $ 82,036.00 |
| Operating Expenses: | | | | | |
| Occupancy | $ - | $ - | $ - | 0.00% | $ - |
| Materials and Supplies | $ 16,502.00 | $ - | $ - | 0.00% | $ 16,502.00 |
| General Operating | $ 3,500.00 | $ - | $ - | 0.00% | $ 3,500.00 |
| Staff Travel | $ - | $ - | $ - | 0.00% | $ - |
| Consultant/ Subcontractor | $ - | $ - | $ - | 0.00% | $ - |
| Other: | $ - | $ - | $ - | 0.00% | $ - |
| | $ - | $ - | $ - | 0.00% | $ - |
| | | | | | |
| **Total Operating Expenses** | $ 20,002.00 | $ - | $ - | 0.00% | $ 20,002.00 |
| **Capital Expenditures** | $ - | $ - | $ - | 0.00% | $ - |
| **TOTAL DIRECT EXPENSES** | $ 102,038.00 | $ - | $ - | 0.00% | $ 102,038.00 |
| **Indirect Expenses** | $ 15,306.00 | $ - | $ - | 0.00% | $ 15,306.00 |
| **TOTAL EXPENSES** | $ 117,344.00 | $ - | $ - | 0.00% | $ 117,344.00 |
| **Less: Initial Payment Recovery** | | | NOTES: | | |
| **Other Adjustments** (DPH use only) | | | | | |
| | | | | | |
| | | | | | |
| **REIMBURSEMENT** | | **$ -** | | | |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

**Or email to:**
**cbhsinvoices@sfdph.org**
Jul Amend 2 06-21

DPH Authorization for Payment

Authorized Signatory

Date

Prepared: 6/21/2021

DocuSign Envelope ID: 639A1EBC-E079-448C-8063-545248713438

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE B

Contract ID#
1000011308

Invoice Number
M11 JL 20

User Cd

CT PO No.

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

| NAME & TITLE | FTE | BUDGETED SALARY | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|---|
| Therapist 1 | 1.00 | $ 60,320.00 | $ - | $ - | 0.00% | $ 60,320.00 |
| **TOTAL SALARIES** | 1.00 | $ 60,320.00 | $ - | $ - | 0.00% | $ 60,320.00 |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR

## FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE

Appendix F
PAGE A

Contract ID#
1000011308

INVOICE NUMBER: M12 JL 20

**Contractor: Bayview Hunters Point Foundation For Cmmnty Improvement**

Ct.Blanket No.: BPHM N/A

User Cd

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Ct. PO No.: POHM 0000447691

**BHS**

Fund Source: MH MHSA (PEI)

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

Invoice Period : July 2020

Funding Term: 07/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

ACE Control Number:

| | Total Contracted Exhibit UDC | Delivered THIS PERIOD Exhibit UDC | Delivered to Date Exhibit UDC | % of TOTAL Exhibit UDC | Remaining Deliverables Exhibit UDC |
|---|---|---|---|---|---|
| **Unduplicated Clients for Exhibit:** | | | | | |

*Unduplicated Counts for AIDS Use Only.

| DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only) | Total Contracted UOS | Total Contracted CLIENTS | Delivered THIS PERIOD UOS | Delivered THIS PERIOD CLIENTS | Unit Rate | AMOUNT DUE | Delivered to Date UOS | Delivered to Date CLIENTS | % of TOTAL UOS | % of TOTAL LIENT | Remaining Deliverables UOS | Remaining Deliverables CLIENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **B-2 School-Based Centers (Balboa) 251984-17156-10031199-0048** | | | | | | | | | | | | |
| 45/ 1 0 - 19 OS - MH Promotion | 375 | | | | $ 281.17 | $ - | 0.000 | | 0.00% | | 375.000 | |
| 45/ 20 - 29 OS - Cmmty Client Svcs | 520 | | | | $ 280.01 | $ - | 0.000 | | 0.00% | | 520.000 | |
| **T O T A L** | 895 | | 0.000 | | | | 0.000 | | 0.00% | | 895.000 | |

| | | | Expenses To Date | % of Budget | Remaining Budget |
|---|---|---|---|---|---|
| | **Budget Amount** | **$ 251,041.00** | **$ -** | **0.00%** | **$ 251,041.00** |

| | |
|---|---|
| **SUBTOTAL AMOUNT DUE** | $ - |
| **Less: Initial Payment Recovery** | |
| **(For DPH Use) Other Adjustments** | |
| **NET REIMBURSEMENT** | **$ -** |

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date



Prepared: 6/21/2021

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Contract ID#
1000011308

INVOICE NUMBER: S04 JL 20

**Contractor: Bayview Hunters Point Foundation For Cmmnty Improvement**

Ct. Blanket No.: BPHM N/A

User Cd

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Ct. PO No.: POHM 0000447691

Tel. No.: (415) 468-5100
Fax No.: (415) 468-5104

**BHS**

Fund Source: SUD Fed SABG Discretionary

Invoice Period July 2020

Funding Term: 07/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

| Program/Exhibit | TOTAL CONTRACTED | | DELIVERED THIS PERIOD | | DELIVERED TO DATE | | % OF TOTAL | | REMAINING DELIVERABLES | | % OF TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC | UOS | UDC |
| **B-5 Jelani Family Program PC# - 3816SD 240646-10000-10001681-0003** | | | | | | | | | | | | |
| Res-59 ODS Recovery Residences | 4,928 | 15 | | | - | - | 0% | 0% | 4,928 | 15 | 100% | 100% |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|
| Total Salaries | $ 330,300.00 | $ - | $ - | 0.00% | $ 330,300.00 |
| Fringe Benefits | $ 99,090.00 | $ - | $ - | 0.00% | $ 99,090.00 |
| **Total Personnel Expenses** | $ 429,390.00 | $ - | $ - | 0.00% | $ 429,390.00 |
| Operating Expenses: | | | | | |
| Occupancy | $ 57,000.00 | $ - | $ - | 0.00% | $ 57,000.00 |
| Materials and Supplies | $ 8,405.00 | $ - | $ - | 0.00% | $ 8,405.00 |
| General Operating | $ 21,208.00 | $ - | $ - | 0.00% | $ 21,208.00 |
| Staff Travel | $ 500.00 | $ - | $ - | 0.00% | $ 500.00 |
| Consultant/ Subcontractor | $ - | $ - | $ - | 0.00% | $ - |
| Other: | $ - | $ - | $ - | 0.00% | $ - |
| | $ - | $ - | $ - | 0.00% | $ - |
| | $ - | $ - | $ - | 0.00% | $ - |
| | | | | | |
| **Total Operating Expenses** | $ 87,113.00 | $ - | $ - | 0.00% | $ 87,113.00 |
| **Capital Expenditures** | $ - | $ - | $ - | 0.00% | $ - |
| **TOTAL DIRECT EXPENSES** | $ 516,503.00 | $ - | $ - | 0.00% | $ 516,503.00 |
| **Indirect Expenses** | $ 77,423.00 | $ - | $ - | 0.00% | $ 77,423.00 |
| **TOTAL EXPENSES** | $ 593,926.00 | $ - | $ - | 0.00% | $ 593,926.00 |
| **Less: Initial Payment Recovery** | | | NOTES: | | |
| **Other Adjustments** (DPH use only) | | | | | |
| | | | | | |
| **REIMBURSEMENT** | | **$ -** | | | |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

**Or email to:**
**cbhsinvoices@sfdph.org**

DPH Authorization for Payment

Authorized Signatory

Date

DocuSign Envelope ID: 639A1EBC-E079-448C-8063-545248713438

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE B

Contract ID#
1000011308

Invoice Number
S04 JL 20

User Cd

CT PO No.

**Contractor: Bayview Hunters Point Foundation For Cmmnty Improvement**

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

| NAME & TITLE | FTE | BUDGETED SALARY | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|---|
| Program Director | 0.10 | $ 10,500.00 | $ - | $ - | 0.00% | $ 10,500.00 |
| Facility Coordinator | 0.30 | $ 18,000.00 | $ - | $ - | 0.00% | $ 18,000.00 |
| House Manager | 1.00 | $ 55,000.00 | $ - | $ - | 0.00% | $ 55,000.00 |
| Intake & Billing Clerk Specialist | 0.50 | $ 24,000.00 | | | | |
| Director of Compliance | 0.09 | $ 6,300.00 | | | | |
| Monitors | 5.00 | $ 210,000.00 | | | | |
| Executive Director | 0.05 | $ 6,500.00 | | | | |
| **TOTAL SALARIES** | 7.04 | $ 330,300.00 | $ - | $ - | 0.00% | $ 330,300.00 |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

DocuSign Envelope ID: 5862D7F5-C522-49AB-960D-0DFC7207EB0B

**City and County of San Francisco**
**Office of Contract Administration**
**Purchasing Division**

# Third Amendment

THIS AMENDMENT (this "Amendment") is made as of June 1, 2023, in San Francisco, California, by and between **Bayview Hunters Point Foundation** ("Contractor"), and the **City and County of San Francisco**, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

## Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses; and

WHEREAS, The San Francisco Department of Public Health (Department) entered into an Original Agreement dated July 1, 2018, with a term through June 30, 2021, with a contract price of $9,757,806, for various mental health services related services competitively solicited under various RFP/RFQs, described below, that allowed for different performance periods and scopes; and

WHEREAS, the scope of services described in Appendix A-1 (Adult Behavioral Health) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 08-2017, issued on August 23, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2025; and

WHEREAS, the scope of services described in Appendix A-3 (Children Outpatient) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 01-2017, re-issued on March 24, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2025; and

WHEREAS, the scope of services described in Appendices A-2 (School-Based Centers Balboa) and A-4 (Dimensions LGBT Outpatient) were competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 17-2016, issued on July 20, 2016, which allowed for contracts to have a duration up to 06 years; and

WHEREAS, the scope of services described in Appendices A-2 (School-Based Centers Balboa), and A-4 (Dimensions LGBT Outpatient) shall be discontinued on 06/30/2023; and

WHEREAS, in order to continue services of Appendices A-5 (Jelani Family Residential Step-Down Program) uninterrupted the Department desires to exercise its authority under San Francisco Administrative Code Section 21.42, to extend the Agreement for a period of an additional 12 months from July1, 2023 through June 30, 2024; and

WHEREAS, approval for this Amendment was obtained on 07/15/19 from the Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission under PSC number 44670-16/17 in the amount of $38,400,000 for the period commencing 07/01/17 and ending 06/30/26; and

WHEREAS, approval for this Amendment was obtained on 11/05/18 from the Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission under PSC number 46987-16/17 in the amount of $233,200,000 for the period commencing 07/01/17 and ending 06/30/27; and

WHEREAS, approval for this Amendment was obtained on 07/15/19 from the Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of $292,051,200 for the period commencing 01/01/18 and ending 12/31/27; and

WHEREAS, the City's Board of Supervisors approved this Agreement by 51-22 on 2/25/22; and

WHEREAS, the City's Board of Supervisors approved this Agreement by 291-23 on 06/07/23..

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 07/01/18 between Contractor and City, as amended by the:

First Amendment, dated 05/01/21 and

Second Amendment, dated 06/01/21

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**. Section 2.1 of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 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, 2024, unless earlier terminated as otherwise provided herein.

2.2 The City has 1 option to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 7/1/24-6/30/28

2.2 **Compensation.** *Section 3.3 of the Agreement currently reads as follows:*

3.3.1 **Payment**. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for

Services identified m the invoice that the Director of Heath, 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 **Thirteen Million Four Hundred Eighty Nine Thousand Three Hundred Forty Three Dollars ($13,489,343)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

***Such section is hereby amended in its entirety to read as follows:***

3.3.1 **Calculation of Charges**. 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 **Sixteen Million Three Hundred Thousand Dollars ($16,300,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.4 **Insurance**. *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.1 in its entirety:*

5.1.1 **Required Coverages.** Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. **Policy must include Abuse and Molestation coverage.**

(b) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than **$1,000,000** each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than **$1,000,000** for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved. (Technology Errors and Omissions Liability coverage)

(f) Cyber and Privacy Insurance with limits of not less than $1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Blanket Fidelity Bond or Crime Policy with limits in the amount of Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

(h) Reserved. (Pollution Liability Insurance).

5.1.2 **Additional Insured Endorsements**

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) The Commercial Automobile Liability Insurance policy must be endorsed to include (i) Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees; and (ii) Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

5.1.3 **Waiver of Subrogation Endorsements**

(a) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.4 **Primary Insurance Endorsements**

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved (The Pollution Liability Insurance).

5.1.5 **Other Insurance Requirements**

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: **insurance-contractsrm410@sfdph.org** .

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

2.3 **Indemnification.**

5.1.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

5.1.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

5.1.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

2.5 **California Attorney General's Registry of Charitable Trusts.** *The following section is hereby added and incorporated in 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 **Appendices A-1 through A-5.** Appendices A-1 through A-5 are hereby replaced in its entirety by Appendices A-1 through A-5 (for FY22-23), attached to this Amendment and fully incorporated within the Agreement.

2.7 **Appendix B**. Appendix B is hereby replaced in its entirety by Appendix B (For 4/1/23), attached to this Amendment and fully incorporated within the Agreement.

2.8 **Appendices B-1 through B-5**. Appendices B-1 through B-5 are hereby replaced in its entirety by Appendices B-1 through B-5 (for FY22-23), attached to this Amendment and fully incorporated within the Agreement.

2.9 **Appendix D**. Appendix D, is hereby replaced in its entirety by Appendix D, dated 7-2021, attached to this Amendment and fully incorporated within the Agreement.

2.10 **Appendix E**. Appendix E, is hereby replaced in its entirety by Appendix E, dated 8/3/22, attached to this Amendment and fully incorporated within the Agreement.

2.11 **Appendix F**. Appendix F, is hereby replaced in its entirety by Appendix F, dated 4/1/23, attached to this Amendment and fully incorporated within the Agreement.

## Article 3 Effective Date

Each of the modifications set forth in Article 2 shall be effective on and after the date of this Amendment.

## Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY
Recommended by:

DocuSigned by:
Greg Wagner 6/27/2023 | 11:32 AM PDT
Grant Colfax, MD date
Director of Health
Department of Public Health

CONTRACTOR
Bayview Hunters Point Foundation

4.6.23
James Bouquin date
Executive Director

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Henry Lifton 6/24/2023 | 2:03 PM PDT
Henry Lifton date
Deputy City Attorney

City Supplier number: 0000024522

Approved:

Sailaja Kurella
Director of the Office of Contract Administration, and Purchaser

By: DocuSigned by:
Sailaja Kurella 6/20/2023 | 8:00 PM PDT
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1. **Identifiers:**
   Program Name: Adult Behavioral Health
   1625 Carroll Ave., San Francisco, CA, 94124
   Telephone: 415-822-7500 Fax: 415-822-9767
   Website Address: www.bayviewci.org

   Contractor Address: 5815 Third Street, San Francisco, CA, 94124

   Executive Director: James Bouquin
   Telephone: 628-336-1971
   Email Address: James.Bouquin@bayviewci.org

   Program Director: Pamela Gilmore
   Telephone: 415- 822-7500x13
   Email Address: pamela.gilmore@bayviewci.org

   Program Code(s): 3851-3

2. **Nature of Document:**

   ☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

3. **Goal Statement:**
To provide mental health services for the purpose of increasing stability, self-sufficiency, and success in community living.

4. **Priority Population:**
   Adult clients who meet the county's eligibility guidelines and admissions criteria; however, with a focus on the residents in the Southeast neighborhoods of the city who are exposed to trauma, financial stress, homelessness, and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. BVHPFCI makes every effort to serve all San Franciscans in need. While Bayview Hunters Point Foundation for Community Improvement welcomes and services all ethnicities and populations from all communities throughout San Francisco, services are also designed to meet the cultural and linguistic needs of the African American population primarily residing in the Southeast sector of Bayview Hunters Point and Sunnydale communities of San Francisco. Where a particular program is not the best fit, staff will make an appropriate referral either internally or to a co-service provider in San Francisco.

5. **Modality(s)/Intervention(s):**
Please see Appendix B-1 CRDC page for detailed service breakdown.

Mental health services include assessment (plan development, mental health evaluation), individual therapy, group therapy, collateral contact, case management, crisis intervention, outreach services/consultation services, and medication support services.

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Based on the ongoing public health crisis due to COVID-19, both face to face and telehealth services will be made available to clients for all offered services.

**6. Methodology:**

A. Outreach, recruitment, promotion, and advertisement

BVHPF IBHS conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff is also connected with the Bayshore, SAFE navigation, Jelani Residential Family Residential Step- Down Program, Bayview Hills Gardens, Arlington SRO, Candlestick Point Vehicle Triage Center, community partners, and downtown SIP hotels/street outreach to receive referrals to provide service to clients who are being placed in housing in the Southeast neighborhoods.

B. Admission, enrollment and/or intake criteria and process where applicable

Clients served at BVHPFCI IBHS must meet the eligibility requirements of BHS and SFDPH, be San Francisco County residents, and meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

C. Service delivery model

The BVHPFCI IBHS provides outpatient services that are primarily either clinic or community based or in a telehealth format but can be delivered when appropriate in the field or at client residences to improve access to care. The clinic will operate Monday through Friday from 9am-5pm and clinicians/case managers may provide services up to 9:30 pm on community sites for patients unable to access the office or adjust to telehealth services thereby meeting clients where they are "at." For all client cases, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHPFCI IBHS does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHPFCI IBHS will use evidence-based practices for the treatment of clients including but not limited to motivational interviewing, acceptance and commitment therapy (ACT), cognitive behavioral therapy (CBT), insight oriented therapy, family systems therapy, dialectical behavior therapy (DBT), brief therapy, psychoanalytic and trauma focused approaches (ex.: cognitive processing therapy (CPT)).

Treatment will be administered using the following modalities:

-Assessment
-Individual Therapy
-Group Therapy
-Collateral services
-Targeted case management
-Medication support services
-Crisis intervention

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-Case management

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through use of translation services provided by the Department of Public Health.

The Bayview Integrated Behavioral Health Service participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to BHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians. Priority referrals include Foster Care Mental Health, Child Protective Services (CPS), and Gold Cards (high risk, frequent service users).

D. Discharge Planning and exit criteria and process
The exit criteria for BVHPFCI IBHS are based upon attainment of the goals and desired outcomes outlined in the treatment plan of care. Staff will continually track client progress and will use a step-down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkages to desired resources such has case management, housing support, medical care and/or vocational training so that clients have a network of continuous resources.

E. Program staffing
The BVHPFCI IBHS is staffed with licensed and license-eligible marriage and family therapists, social workers, psychologists, board certified psychiatrists and clinical case managers. All staff is dedicated to serving the community and are responsive to issues of ethnicity, culture, language, and gender. Ongoing trainings and supervision are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHPF IBHS is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also working to re-start its practicum training program to bring more developing professionals into the community mental health field.

**F. Objectives and Measurements:**
All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance objectives FY 22-23.

**G. Continuous Quality Improvement:**
Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPFCI IBHS abides by the guidelines and mandates as

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described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

A. Achievement of contract performance objectives and productivity
The Bayview Integrated Behavioral Health Service follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Avatar reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If a particular staff member is found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

B. Quality of documentation
The BVHPFCI IBHS identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participates in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All new staff is subject to ongoing documentation review and co-signing by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to MediCal standards. Once a staff member no longer requires a co-signer, their notes, assessments, and treatment plans are still reviewed quarterly for a proportion of their caseload to ensure quality and consistency.

As of October 1, 2021, we have resumed the Program Utilization Review Quality Committee (PURQC) delegation which meets weekly for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

C. Cultural Competency
The Bayview Hunters Point Foundation recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and other on-site trainings. Guest presenters will be included in on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

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D. Client Satisfaction
The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff, and clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

E. Timely completion and use of outcome data
The Bayview Integrated Behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including ANSA scoring. All required resource documents are completed within the timelines designated by BHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

**H. Required Language: N/A**

**I. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY): N/A**

1. **Identifiers:**
   Program Name: School-based Centers Balboa
   Program Address: 1000 Cayuga Avenue Room 156
   City, State, ZIP: San Francisco CA 94112
   Telephone: 415.469.4512 FAX: 415.337.2135
   Website Address: https://www.sfhealthnetwork.org/primary-care-3/community-health-programs-for-youth-chpy/

   Contractor Address: 5815 3rd Street
   City, State, ZIP: San Francisco, CA 94124
   Person Completing this Narrative: Pamela Gilmore, CMO
   Telephone: ((415) 468-5100
   Email Address: pamela.gilmore@bayviewci.org

   Program Code(s): RU 38518

**2. Nature of Document:**

☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

**3. Goal Statement:**

To provide prevention and early intervention behavioral health services including (1) prevention activities that address stigma, and increase awareness of and access to services, (2) screening, assessment, short-term crisis intervention, and individual/group counseling services to students and their families
Services will integrate completely into the student support efforts at the High School provided through the SFUSD school faculty and Wellness Center staff.

**4. Priority Population:**

- Age: Youth ages 11-19
- Gender: Female, Male, Gender Non-Binary, and Transgender.
- Economic Status: Predominantly youth from low income families and foster care, including many youth whose families are on some form of General Assistance
- Ethnic background and language needs: Latino, Asian, Pacific Islander, African American, Filipino, White, and Mixed Race; Includes a significant number of youth whose families are recent newcomers to the United States
- Languages: English, Spanish, Chinese, and other; some interpretation services available
- Zip codes primarily served: 94112, 94134, 94131, 94124, 94127, and 94110.

## 5. Modality(s)/Intervention(s):

| Units of Service (UOS) Description | Units of Service (UOS) | Number of Clients (NOC) | Unduplicated Clients (UDC) |
|---|---|---|---|
| Mental Health Promotion hour<br>1.5 FTE x 40 hours/week x 40 weeks x .3145 level of effort % | 733 | 1200 | |
| Community Client Services<br>1.5 FTE x 40 hours/week x 40 weeks x .4333 level of effort % | 1040 | 155 | |
| Total UOS Delivered | 1743 | | |
| Total UDC Served | | | 1200 |

Prevention Services and Strategies:
Youth N= 1160
Adult N= 40
Total UOS = 733

| Units of Service (UOS) Description | Units of Service | Number of Clients | Unduplicated Clients (UDC) |
|---|---|---|---|
| Leadership Development | 140 | 20 | |
| Outreach and Engagement | 128 | 1200 | |
| Screening and Assessment | 215 | 215 | |
| Crisis Intervention | 50 | 20 | |
| Training and Coaching | 100 | 10 | |
| Mental Health Consultation | 100 | 125 | |
| Individual Therapeutic Services | 860 | 105 | |
| Group Therapeutic Services | 180 | 50 | |
| Total UOS Delivered | 1735 | | |
| Total UDC Served | | | 1200 |

**Leadership Development (MHSA Activity Category)**

(1) Youth Outreach Workers): The behavioral health lead will partner with BTHC staff health educators and the SFUSD Balboa Wellness Center's Community Health Outreach Worker (CHOW) to: (1) train 4-10

peer advocates/educators from amongst the Balboa High School students to become Youth Outreach Workers, and (2) will work in tandem with the YOWs, providing oversight to develop education and outreach materials and content.
Presentations developed will, (a) address the issue of stigma related to youth accessing BH services, (b) educate on minor consent and access to services, and (c) present several behavioral health issues common to our target population with support options.

Timeline: July 2022- June 2023: ongoing peer development and training
UOS: 140 hours leadership development - youth training/development

**Outreach and Engagement (MHSA Activity Category)**

(2) Classroom presentations: BTHC staff will partner with the SFUSD Wellness Center t Balboa to organize and facilitate health education presentations to students, in particular the Balboa 9th grade Health and Life-Skills classes. Topics will include minor consent laws, access to services for youth, anti-stigma messaging as it relates to youth and BH services, healthy relationships, and other relevant topics.

Timeline: August/September 2023: revise classroom presentations as needed
October 2023: Coordinate group trainings with classroom teachers and health educator or YOWs to prepare to implement lessons.
October 2022 – June 2023: implement classroom outreach/lessons
UOS: 60 hours outreach and engagement (20 classes (1.5 hours each) + 1.5 hours preparation for each class)

Parent/ Family/ Community outreach and engagement: With guidance from staff Health Educators and the SFUSD Wellness Center's Community Health Outreach Worker (CHOW), BH staff and the YOW will attend the school's Parent-Teacher-Student Association (PTSA) meetings and develop and provide four annual health presentation at them, inviting students, their parents and other family members, Balboa High School teachers and administrators, and others to attend. These informational presentations will highlight health issues that the YOW feels are relevant, relating to youths' lives (health, vaping, communication, consent, mental health, etc.) and accessing care. They will serve to help parents to understand normal adolescent development, identify issues impacting positive development, and address parental roles in supporting healthy youth. In addition, BTHC/Wellness staff will work with parent liaisons at Balboa High School to inform parents of services available through the Wellness Center and to engage them in outreach activities. This may include staff attendance and presentations at monthly school meetings and utilizing the PTSA newsletter to send out information and elicit feedback on a monthly basis. SFUSD Wellness staff, BTHC staff, and YOW members, will also participate in periodic clinic open houses, during school-wide parent events- inviting families to come and see the clinic and learn about its services. There will be specific events to engage with non-English speaking families, to support these families in utilizing the resources available at BTHC and to break down barriers related to seeking mental health services.

Timeline: September 2022-June 2023:
UOS: 68 hours total (4 45-minute presentations + 16 hours preparation per presentation + 2 clinic open houses at 2 hours each)

**Screening and Assessment (MHSA Activity Category)**

(3) Screening: 120 youth
Any student can self-refer for behavioral health services at BTHC. However, students are most often referred for screening and assessment by someone other than themselves including a friend or parent, school faculty, intra-clinic referral, or from another agency or school. Behavioral health staff meets with the student to screen (identify issues) and assess (determine level of need for intervention). During the assessment phase, staff also determines whether the client meets criteria for minor consent or requires parental consent to continue to treatment phase.
When indicated, parents and/or other family members may be requested to participate in services with their child. In these cases, the family will be asked to come in for an assessment visit which may lead to an agreement for time limited treatment.

Timeline: July 2022 – June 2023, services are ongoing
UOS: 120 hours screening (120 youth/families X average 60 minute screening)

Assessment: 95 youth will be assessed for services

Timeline: services are ongoing July 2022 – June 2023
UOS: 95 hours assessment services (95 youth X one hour)

**Crisis Response (MHSA Activity Category)**

(4) Crisis intervention: will be provided as needed; this may include both individual and group services. Crisis intervention may include de-escalation, suicide risk assessments, or safety planning.

Timeline: services are ongoing August 2022 – June 2023
UOS: 50 hours crisis intervention (20 youth X 2.5 hour's average time spent/client)

**Training and Coaching (MHSA Activity Category)**

(5) BTHC Behavioral Health Staff will participate in weekly case-conference reviews, which will include all behavioral health clinicians at BTHC, any graduate student interns working with the program, program Health Educators, and SFUSD Wellness Center staff. BTHC BH staff will also participate in monthly All DPH division-wide (Primary Care, Community Health Programs for Youth) Conference/Consulting Groups which will include mental health providers from all CHPY sites and focus partially on potential opportunities for integration of services across CHPY sites.
In addition, key staff will participate in Behavioral Health seminars and conferences throughout the year.

Timeline: July 2022 – June 2023: weekly and monthly consultation groups
UOS: 100 hours training and coaching (40 weekly BTHC team meetings + 10 monthly CHPY team meetings at an average of 2 hours per meeting + time for additional staff trainings)

**Mental Health Consultation (MHSA Activity Category)**

(6) Staff Consultation: these services included BTHC staff participation in school-based meetings such as Coordinated Care Teams (CCT), IEP meetings, (Individualized Education Plans), meetings with the SFUSD School Psychologists, Special Education Department, and Balboa staff meetings. Staff will also

work with individual teachers or other agency staff on behalf of client/family needs. Staff will attend a minimum of 40 school-based meetings and consult with a minimum of 50 adults.

Timeline: September 2022 – June 2023: services are ongoing
UOS: 50 hours group consultation (25 meetings X 2 hours each)
UOS: 50 hours individual consultation (100 individual consults X 30 minutes average)

Early Intervention Services and Strategies
Youth N= 155 (105 individual, 50 group with duplication)
+ Family members/Other Adults as indicated
UOS = 1040

**Individual Therapeutic Services (MHSA Activity Category)**

(7) Brief individual/family therapy: utilizing interventions such as motivational interviewing, CBT, Problem Solving Therapy, and Mindfulness, a minimum of 100 youth will access individual and family services

Timeline: July 2022 – June 2023: services are ongoing
UOS: 860 hours individual therapy/counseling (105 youth/families x average 6-8 one hour sessions plus average 2 hour charting time per youth – includes youth already screened/assessed from prior year)

**Group Therapeutic Services (MHSA Activity Category)**

(8) Groups: High School/ Various: This year BTHC will offer a minimum of 3 group series to meet student needs as determined by student feedback, BHS faculty and staff input, and clinic capacity.

Timeline: July 2022 – June 2023: services are ongoing
UOS: 180 hours (60 groups x 3 hours group/prep/charting)

**6. Methodology:**

A. The services of Balboa Teen Health Center are targeted to youth that live and/or go to school in the Southeast Sector of San Francisco, particularly the students of Balboa High School. In order to promote services and recruit participants, BTHC maintains an active role in school events in the central quad. BTHC staff works closely alongside SFUSD Wellness Center staff – working in tandem with the assigned Wellness Coordinator and Community Health Outreach Worker (CHOW) to reach student community members, provide them with health education, and make them aware of services they can access at the clinic.

   Additionally, as a component of the Comprehensive Sexual Health Education conducted by BTHC health educators annually with all Balboa HS freshmen, students are given tours of the clinic which include a description of the services available and a Q and A session with Clinic staff. The Balboa Teen Health Center also has Youth Outreach Workers, overseen by SFUSD Wellness Center staff. YOWs are comprised annually of 4+ students from Balboa High School and provide classroom

interventions in collaboration with BTHC health educators, presenting on issues including minor consent and mental health counseling.

B.
Intake criteria for individual and group services: services are available to any SFUSD student ages 12-19; whether students are self- referred or referred by someone else, all are screened and assessed, and for those youth who consent to services, goals are developed by mutual agreement between client and counselor.

C. BTHC is open Monday, Tuesday, Thursday, and Friday between the hours of 8:30 am and 5:00 pm, and on Wednesdays from 8:00am to 1:00pm (to allow for administrative time and meetings on Wednesday afternoons). In addition, BH services may be offered later in the evening to accommodate family involvement if needed. Direct services are provided in clinic, in classrooms, and in some instances in the community. Outreach and engagement services are provided through use of social media (BalTV, school loop, web-based, etc) and through outreach events (PTSA meeting presentations, classroom presentations, etc.).

BTHC has made considerable efforts to develop a truly multidisciplinary team that provides a seamless, comprehensive system of care for clients which includes:

- Warm handoffs between disciplines including utilizing a behaviorist model in primary care, which tends to work equally as well with health education.
- Use of weekly all-staff client review so that medical, behavioral and education staff can all contribute to treatment plans, and share information to support client success.
- Close working relationships with Balboa High School faculty and Administration (the most significant referral source for BTHC's programs)
- Single point of intake- whichever discipline students' access first completes the preliminary steps for intake (i. e. consents singed, HIPPAA signed, psychosocial history completed, etc.) so that this process does not need to be repeated if a client accesses several services.
- Linkages: Collaborative relationships are in place to provide additional services for specific populations including:
  - Huckleberry Youth Programs, Larkin Street Youth Services, 3rd Street Youth Center and Clinic, LYRIC -access to supportive services and housing for youth through CHPY partner agencies
  - Cole Street Youth Clinic, Burton Wellness Center, Willie Brown Wellness Center, Larkin Street Youth Clinic, Dimensions Clinic, 3rd Street Youth Clinic, New Generation Health Center- access to additional healthcare services for different youth populations through CHPY network clinics.

D. Youth will show readiness for discharge by successfully completing treatment plan goals which may include (1) successful strategies for dealing with stress and mental health issues in the family or with peers (if identified), (2) increased school attendance, participation (3) reduced risky sexual behaviors and increased safer sex practices for those youth who identify, and (4) improved health habits as compared to baseline measures particularly related to nutrition, sleep, exercise, and mood. Successful completion may also be tied to youth's ability to follow through and engage in other services they are referred to support and maintain positive life changes

E. BTHC Behavioral Health Services staff includes 3 full time mental health/substance abuse counselors (therapists), up to 2 graduate interns, and 1 full time Health Educator and Outreach worker. Outreach

and Engagement and Leadership Development activities are conducted by all BH Services staff. Crisis Intervention and Screening and Assessment are provided by staff Therapists and Graduate Interns. Training and Coaching are conducted with the participation of all staff. Mental Health Consultation is provided by staff Therapists and secondarily by Graduate interns. Individual and Group Therapeutic services are provided by staff and Therapists and Graduate Interns. In addition to MHSA funding, this program receives support SFDPH General Funds and from SFUSD General Funds; MHSA does not support health education staff or any SFUSD Wellness Center staff; MHSA funding provides support for therapist position staffing.

7.
**Objectives and Measurements:**

1. Standardized Objectives:
**All objectives and descriptions of how objectives will be measured, are contained in the Fiscal Intermediary/Program Management document entitled: Fiscal Intermediary Performance Objectives FY22-23.**

3. Objectives for the Supported Program(s):

**Screening & Assessment**
Process Objective C2. By June 30, 2023, the Balboa Teen Health Center MHSA staff will administer at least (25) mental health/behavioral health screenings/assessments with Balboa High School students, which will be documented in the DPH Primary Care EHR, Epic.

Outcome Objective C3. By June 30, 2023, of the (25) Balboa High School students who received mental health/behavioral health screenings/assessments, at least (10) students will be referred for ongoing mental/behavioral health supports and services.

**Service Linkage**
Process Objective C7. By June 30, 2023, (10) Balboa Teen Health Center clients will receive a service linkage (e.g. mental/behavioral health support) to resources, which will be evidenced by notes in the Balboa High School students' charts.

**8. Continuous Quality Improvement:**

1. All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance Objectives FY 19-20

2. As a DPH managed program within the Primary Care division, Community Health Programs for Youth (CHPY), BTHC has transitioned to using the Epic Electronic Health Record. We have participated in the development and perfection of both standardized and specific work-flows for Behavioral Health services for Adolescent and Transitional Aged Youth within Epic. These work-flows will ensure a standardization in documentation practices, adherence, compliance, and quality. CHPY Behavioral Health leadership will perform documentation audits on all CHPY assigned behavioral health clinicians twice annually.

3. BTHC adheres to DPH and SFUSD mandated requirements for cultural competency, including but not limited to making multilingual signage and forms available to clients, ensuring that health education, and promotion materials are reflective of our ethnically diverse client population, and ensuring that planned outreach events and programming are reflective of and responsive to this diversity as well. In FY 2019-20, as part of the monthly CHPY All Staff meetings series, therapists and health educators at BTHC, as well as the medical and auxiliary staff they work alongside, will participate in cultural competency focused trainings and exercises. Clinicians, providers, and CHPY leadership will also attend a series of equity focused trainings throughout the year, designed to highlight efforts and methodology to overcome and be conscious of health disparities in San Francisco.

4. In FY 21-22 BTHC plans to implement a client satisfaction survey to all behavioral health clients, as a tool for tracking client satisfaction and identifying service delivery issues that need to be addressed. This survey will be administered throughout the year on an ongoing basis and results will be tabulated on a quarterly basis, allowing BTHC behavioral health staff to discern issues and complications as they arise. In addition, BTHC plans to administer a yearly survey to the entire student body at Balboa High School to assess effectiveness of outreach and engagement efforts, and to elicit feedback on the accessibility of BTHC services.

5. Timely completion and use of outcome data, including, but not limited to, CANS and/or ANSA data (Mental Health Programs only) or CalOMS (Substance Use Disorder Treatment Programs only).
As a tool for tracking both Behavioral Health indicators and outcomes, BTHC is joining the rest of DPH Primary Care in implementing the Behavioral Health Vital Signs (BHVS) evaluative tool. The BHVS module developed specifically for adolescents includes administering the PHQ-2 and PHQ-9A (when PHQ2 is positive) depression assessments with all incoming clients, and then referring clients scoring 9 or higher to BH services. Thereafter, clients will be reevaluated using the same tool and protocol in order to ensure that interventions were successful

**9. Required Language:**
N/A

**10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):**

N/A

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1. **Identifiers:**
   Program Name: Children Outpatient
   Program Address: 1625 Carroll, San Francisco, CA, 94124
   Telephone: 415-822-7500 Fax: 415-822-9767
   Website Address: www.bayviewci.org

   Contractor Address: 5815 Third Street, San Francisco, CA, 94124
   Executive Director: James Bouquin
   Telephone: 628-336-1971
   Email Address: susan.watson@bayviewci.org

   Program Director: Pamela Gilmore, Interim Director
   Telephone: 415- 822-7500x13
   Email Address: pamela.gilmore@bayviewci.org

   Program Code(s): 3851-6

2. **Nature of Document:**

   ☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

3. **Goal Statement:**
To provide mental health services to young community members and their families that will support healthy development and improve functioning in the home, school, and community.

4. **Priority Population:**
   Youth under the age of 18 years within the SFUSD's Bayview Superintendent Zone and who meet the county's eligibility guidelines and admissions criteria with a primary focus on residents in the Southeast neighborhoods who have been exposed to trauma, familial financial stress, homelessness, and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. While Bayview Hunters Point Foundation for Community Improvement welcomes and services all ethnicities and populations from all communities throughout San Francisco, services are also designed to meet the cultural and linguistic needs of the African American and Latino youth population primarily residing in the Southeast sector of Bayview Hunters Point and Sunnydale communities of San Francisco.
   The program also has positions funded through the ERMHS service specifically to provide school-based therapy services to students across the SFUSD. BVHPFCI makes every effort to serve all San Franciscans in need. Where a particular program is not the best fit, staff will make an appropriate referral, either internally or to a co-service provider in San Francisco.

5. **Modality(s)/Intervention(s):**
Please see Appendix B-1 CRDC page for detailed service breakdown.

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Mental health services include assessment (plan development, mental health evaluation), individual therapy, group therapy, family therapy, collateral contact, case management, crisis intervention and outreach services/consultation services.

Based on the ongoing public health crisis due to COVID-19, both face to face and telehealth services will be made available to clients for all offered services. Now that in person instruction has resumed for SFUSD, school-based services are be provided as well when meetings can be accommodated in COVID safety compliant rooms.

**6. Methodology:**

A. Outreach, recruitment, promotion, and advertisement
BVHPFCI IBHS conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff are also partnering more closely with local schools and youth service organizations to encourage access to care.

B. Admission, enrollment and/or intake criteria and process where applicable
Clients served at BVHPCI IBHS must meet the eligibility requirements of BHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

C. Service delivery model
The BVHPFCI IBHS provides outpatient services that are primarily either clinic based or in a telehealth format but can be delivered when appropriate in the field or at client residences to improve access to care. The clinic will operate Monday through Friday from 9am-5pm. For all client cases, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHPFCI IBHS does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHPFCI IBHS will use evidence-based practices for the treatment of clients including but not limited to: motivational interviewing, acceptance and commitment therapy (ACT), cognitive behavioral therapy (CBT), insight oriented therapy, family systems therapy, dialectical behavior therapy (DBT), and trauma focused approaches (ex.: cognitive processing therapy (CPT)).

Treatment will be administered using the following modalities:
-Assessment
-Individual Therapy

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-Group Therapy
-Family therapy
-Collateral services
-Targeted case management
-Crisis intervention
-Case management

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through use of translation services provided by the Department of Public Health.

The Bayview Integrated Behavioral Health Service participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to BHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians. Priority referrals include Foster Care Mental Health, Child Protective Services (CPS), and Child Crisis.

D. Discharge Planning and exit criteria and process
The exit criteria for BVHPFCI IBHS are based upon attainment of the goals and desired outcomes outlined in the treatment plan of care. Staff will continually track client progress and will use a step-down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkages to desired resources such has case management, ongoing educational support and/or vocational training so that clients have a network of continuous resources.

E. Program staffing
The BVHPFCI IBHS is staffed with licensed and license-eligible marriage and family therapists, social workers, psychologists, and licensed board-certified psychiatrists. All staff are dedicated to serving the community and are responsive to issues of ethnicity, culture, language, and gender. Ongoing trainings and supervision are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHPFCI IBHS is currently fully staffed but due to ongoing growth and in anticipation of possible turnover, the agency is focused on ongoing staff recruitment through maintaining connections with local alumni organizations and training programs. Due to the pandemic, the program was not able to restart its training program during FY 22-23, but we are hoping to re-start the practicum training program in the next year to bring more developing professionals into the community mental health field.

**F. Objectives and Measurements:**
All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance objectives FY 22-23.

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## G. Continuous Quality Improvement:

Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPFCI IBHS abides by the guidelines and mandates as described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

A. Achievement of contract performance objectives and productivity

The Bayview Integrated Behavioral Health Service follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Avatar reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If staff are found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

B. Quality of documentation

The BVHPFCI IBHS identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participate in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All new staff are subject to ongoing documentation review and co-signing by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to Medi-Cal standards. Once a staff member no longer requires a co-signer, their notes, assessments, and treatment plans are still reviewed quarterly for a proportion of their caseload to ensure quality and consistency.

As of October 1, 2021, our updated Program Utilization Review Quality Committee (PURQC) delegation agreement was approved, and we have resumed this weekly service authorization process. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding treatment plans scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

C. Cultural Competency

The Bayview Hunters Point Foundation for Community Improvement recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally

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relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and other on-site trainings. Guest presenters will be included in on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

D. Client Satisfaction
The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff, and clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

E. Timely completion and use of outcome data
The Bayview Integrated Behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including CANS and PSC-35 data. All required resource documents are completed within the timelines designated by BHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

**H. Required Language: N/A**

**I. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY): N/A**

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## 1. Identifiers:

| | |
|---|---|
| Program Name: | Dimensions LGBT Outpatient |
| Program Director: | Rocio Novoa |
| Program Address: | 995 Potrero Avenue (1st floor - Ward 81) |
| City, State, ZIP: | San Francisco CA 94112 |
| Telephone: | (628) 217-6948 |
| Website Address: | https://dimensionsclinic.com |

| | |
|---|---|
| Contractor: | Bayview Hunters Point Foundation - Fiscal Intermediary |
| Contractors Address: | 5815 3rd Street |
| City, State, ZIP: | San Francisco, CA 94134 |
| Telephone: | (415) 468-5100 |
| Executive Director: | James Bouquin |
| Website Address: | https://bayviewci.org/ |

Program Coordinator: Owen Morse
Telephone: (628) 217-6919
Email Address: owen.morse@sfdph.org

Program Code(s): NA

## 2. Nature of Document:

☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

## 3. Goal Statement

As a Fiscal Intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide one full-time therapist to support a portion of the Behavioral Health activities of Dimensions Clinic for Queer and Transgender Youth. Dimensions Clinic provides primary care and behavioral health services (mental health and substance use counseling). The goal of the contracted staff is to provide group and individual behavioral health counseling to youth, ages 12-25 who identify as lesbian, gay, bisexual, transgender and/or queer (LGBTQ) as well as providing pre-surgical assessments for gender affirming surgeries.

## 4. Primary Population:

Transitional aged youth (TAY) ages 16-24, and other youth aged 12-25 who identify as lesbian, bisexual, transgender, non-binary, and/or queer (LGBTQ). Dimensions serves primarily Youth of Color from low-income households.
While the Bayview Hunters Point Foundation/Dimensions welcomes and serves all ethnicities and populations, services are designed to meet the cultural and linguistic needs of young people who identify as transgender, non-binary, or queer.

## 5. Modality(s)/Intervention(s):

As a fiscal intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide all human resources related services for the staff therapist. Bayview Hunters

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Point Foundation for Community Improvement shall work with DPH Community Health Programs for Youth (CHPY) to ensure that fiscal reporting and payments related to the staff are accurate.

Dimensions Clinic provides comprehensive care, including primary care, sexual healthcare, HIV prevention and education, gender care, case management, behavioral health services, and referrals and linkages to other youth services, in the Castro-Mission Health Center as well as greater San Francisco community. The Dimensions Clinic is primarily staffed by the Department of Public Health (DPH). Bayview Hunters Point Foundation for Community Improvement provides one staff to support a portion of Dimensions' behavioral health programming by conducting bio-psycho-social assessments, individual counseling, presurgical-assessments, and resource linkage.

**6. Methodology:**

Bayview Hunters Point Foundation for Community Improvement staff shall provide behavioral health counseling in appropriate settings in order to engage Dimensions' clients, help them learn coping mechanisms and self-sufficiency, and connect them to other community services. Services take place remotely and at the following sites: Castro Mission Health Center/ Dimensions and Lavender Youth and Recreation Center (LYRIC).

**7. Outcome Objectives and Measurements**

Bayview Hunters Point Foundation for Community Improvement staff shall provide individual short-term counseling to over 40 youth in FY 2022-23.
35 or more of the clients seen by Foundation Staff for individual counseling will return for 3 or more encounters.
20 or more of the Foundation Staff's individual counseling clients will be referred to Dimensions Medical services.

Outcome and process data will be collected by Foundation staff as behavioral health counseling is conducted and will be tracked using Epic, the San Francisco Department of Public Health electronic health record. Tracking will include all encounters recorded to record utilization, psycho-metric tools typically found in primary care settings to display improvements (i.e., Patient Health Questionnaire 9, PHQ-9 and Car, Relax, Alone, Forget, Friends, Trouble- CRAFFT). The data shall be compiled 45 days after the close of each fiscal year by CHPY staff.

**8. Continuous Quality Improvement**

Bayview Hunters Point Foundation for Community Improvement shall meet with CHPY Clinical Lead to develop Quality Improvement plans, as needed, related to the outreach and engagement portion of the Dimensions Clinic.

**9. Required Language:**

N/A

**10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):**

N/A

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1. **Identifiers:**
   Program Name: Jelani Family Residential Step-Down Program
   Program Address: 1638 Kirkwood Street, San Francisco, CA 94124
   Telephone: (415) 814-3254
   Website Address: www.bayviewci.org

   Contractors Address: 5815 3rd St., San Francisco, CA 94124
   Executive Director: James Bouquin
   Telephone: (415) 468-5100
   james.bouquin@bayviewci.org

   Program Director: Jemal Taylor
   Telephone: (415) 814-3254
   Jemal.taylor@bayviewci.org

   Program Code(s): 3816SD

2. **Nature of Document:**

   ☐ **Original** ☒ **Contract Amendment** ☐ **Request for Program Budget (RPB)**

3. **Goal Statement:**

   To provide a long-term safe living space place that is supportive of recovery for residents after completing an inpatient treatment program.

4. **Priority Population:**

   JFRSD is a quaint, homelike fifteen-bed independent living facility located in the Bayview Hunters Point community. JFRSD houses San Francisco's single adults and families (two children up to 12 years old) who are recovering from substance use and have previously completed an inpatient clinical treatment program. JFRSD is monitored 24/7, supports family reconciliation and provides life skills coaching. Life skills coaching equips residents with the necessary tools to navigate community resources to sustain them with living independently long after they leave JFRSD. After JFRSD, residents continue the process of reintegrating back into society as productive, self-determined citizens with skills to support them with managing their lives more effectively. JFRSD residents decrease their chances of relapsing by utilizing JFRSD as a bridge for up to 24 months and not returning to their old neighborhoods, homeless encampments, or other high-risks inhabitable former living places. While JFRSD Program welcomes and serves all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of men, women and families in the African American and Latinx

communities residing in District 10 (Southeast Sector of San Francisco - Bayview Hunters Point, Sunnydale, Potrero Hill) At-risk populations are prioritized within all groups.

**5. Modality(s) / Intervention(s):**
See Appendix B CRDC page

**6. Methodology:**

Jelani Family Residential Step-Down is supportive of recovery for clients who are transitioning from a more restrictive residential treatment to a less restrictive, longer term residential facility in the community. JFRSD provides a temporary, drug and alcohol free environment to residents that are actively engaged in outpatient treatment for medically necessary SUD provided to the client off-site.

The JFRSD services are available to beneficiaries who are stepping down from inpatient/ residential substance use disorder treatment. Residents must be concurrently in treatment, specifically in outpatient (OP), intensive outpatient (IOP), Opioid Treatment Program (OTP), or Outpatient (aka: Ambulatory) Withdrawal Management (OP-WM) settings.

JFRSD is a sub-acute, short-termed, residential facility that provides support and access to outpatient treatment in a 24-hour staffed, open home-like environment. The program is not clinical in nature and as such life skills coaching and 24/7 monitoring are the primary direct services. Jelani Family will provide assistance in building life skills (e.g. resume and scheduling assistance, time management practices) and will also maintain a calendar of external service opportunities available to residents.

JFRSD Program focus is on providing housing to those who match the outlined criteria. The program offers storage for food and personal items but does not provide these and other necessities except upon initial admittance into the program.

The main function of life skills services is to facilitate connections to outside providers. Each client is responsible for making and maintaining these service relationships on their way toward complete independence. When appropriate, the life skills coach may make the residential facility available to external programs.

Indirect services include outpatient services but shall not be limited to Clinical treatment

- Support groups
- Employment counseling
- Family counseling
- Financial assistance
- Transportation
- Education

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 22-23.

8. **Continuous Quality Improvement (CQI):**

The Bayview Hunters Point Jelani Family Program CQI activities are designed to enhance, improve and monitor quality of services.

A. The Program will identify areas of improvement through chart reviews and case conferences which are conducted on a quarterly basis. Avatar reports will be reviewed and reconciled on a monthly basis by the Intake & Billing Staff. Participants in the case conference meetings include the Program Director, Life Skills Coach (LSC) and Monitors. The LSC and monitors receives monthly supervision from the Program Director where they are advised on resident status as to meeting their stated goals of obtaining permanent housing, employment and the means to establish financial stability and remain clean and sober.

To ensure continuous monitoring, a list of contract performance objectives is provided to all staff. Outcomes are reviewed, analyzed and reconciled for accuracy with the Avatar reports. An annual performance assessment and improvement plan is used to track outcomes of mandatory objectives and reviewed on a quarterly basis.

B. Our Program monitors documentation quality by reviewing case files through periodic reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Behavior Health Services (BHS). To ensure compliance with documentation monthly chart review, the QA representative, House Manager and LSC will discuss with the Program Director for follow-up issues.

All staff participates in annual documentation trainings provided internally and by Behavioral Health Services.

Mandatory staff meetings are also held on a quarterly basis as a venue where staff can discuss administrative and program issues.

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C. All program staff participates in an annual Cultural Competency/Law, Ethics and Boundaries Training- geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored by Department of Public Health (DPH) and Behavior Health Services (BHS). A list of other staff trainings includes Code of Conduct, Corporate Compliance.

D. The agency values residents' opinions and suggestions for program improvements. Residents will be provided an opportunity to express their views through Resident Satisfaction Surveys administered on an annual basis. Changes that improve the efficacy, quality or outcomes of program services will be prioritized for implementation

**Required Language:**

NA

**10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):**

NA

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# Appendix B
# Calculation of Charges

## 1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3.1, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. For the purposes of this Section, "General Fund" shall mean all those funds which are not Work Order or Grant funds. "General Fund Appendices" shall mean all those appendices which include General Fund monies.

(1) Fee For Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

CONTRACTOR shall submit monthly invoices in the format attached, Appendix **F**, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix **A** times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix **F**, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

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D. Upon **the effective date** of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health **of an invoice or claim submitted by Contractor, and** of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and MHSA Fund 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 January 1 through June 30 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 are listed below:

B-1: Adult Behavioral Health
B-2: School-Based Centers (Balboa) – ends on 6/30/23
B-3: Children Outpatient
B-4: Dimensions LGBT – ends on 6/30/23 Outpatient
B-5 Jelani Family Program

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Sixteen Million Three Hundred Thousand Dollars ($16,300,000) for the period of July 1, 2017 through June 30, 2024.

CONTRACTOR understands that, of this maximum dollar obligation, $361,487 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

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(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

| Contract Term | Estimated Funding Allocation |
|---|---|
| 7/1/18-6/30/19 | $1,214,293 |
| 7/1/19-6/30/20 | $2,031,313 |
| 7/1/20-6/30/21 | $2,346,299 |
| FY20-21 MCO and CODB 1x via DV | $77,638 |
| 7/1/21-6/30/22 | $3,286,320 |
| 7/1/22-6/30/23 | $3,713,888 |
| 7/1/23-6/30/24 | $3,268,762 |
| | $15,938,513 |
| contingency | $361,487 |
| **Total** | **$16,300,000** |

CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

**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

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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 | 00341 | | | | | | Appendix B, Page 1 |
| Legal Entity Name/Contractor Name | Bayview Hunters Point Foundation | | | | | Fiscal Year | 2022-2023 |
| Contract ID Number | 1000011308 | | | | | Funding Notification Date | 12/13/22 |
| Appendix Number | B-1 | B-2 | B-3 | B-4 | B-5 | | **FN#3** |
| Provider Number | 3851 | 3851 | 3851 | 3851 | 389036 | | |
| Program Name | Adult Behavioral Health | School-based Centers (Balboa) | Children Outpatient | Dimensions LGBT Outpatient | Jelani Family Program | | |
| Program Code | 38513 | N/A | 38516 & 38171 | N/A | 3816SD | | |
| 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 | | |
| **FUNDING USES** | | | | | | | **TOTAL** |
| Salaries | $ 636,890 | $ 203,000 | $ 586,200 | $ 90,000 | $ 421,631 | | **$ 1,937,721** |
| Employee Benefits | $ 184,697 | $ 56,840 | $ 169,998 | $ 27,000 | $ 118,057 | | **$ 556,592** |
| **Subtotal Salaries & Employee Benefits** | **$ 821,587** | **$ 259,840** | **$ 756,198** | **$ 117,000** | **$ 539,688** | **$ -** | **$ 2,494,313** |
| Operating Expenses | $ 357,863 | $ 15,230 | $ 214,628 | $ 34,730 | $ 43,116 | | **$ 665,567** |
| **Subtotal Direct Expenses** | **$ 1,179,450** | **$ 275,070** | **$ 970,826** | **$ 151,730** | **$ 582,804** | **$ -** | **$ 3,159,880** |
| Indirect Expenses | $ 176,916 | $ 41,260 | $ 145,623 | $ 22,760 | $ 87,421 | | **$ 473,980** |
| Indirect % | **15.0%** | **15.0%** | **15.0%** | **15.0%** | **15.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | **$ 1,356,366** | **$ 316,330** | **$ 1,116,449** | **$ 174,490** | **$ 670,225** | **$ -** | **$ 3,633,860** |
| | | | | | Employee Benefits Rate | | **28.7%** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | | | | | | | |
| MH Adult Fed SDMC FFP (50%) | $ 470,922 | | | | | | $ 470,922 |
| MH Adult State 1991 MH Realignment | $ 154,812 | | | | | | $ 154,812 |
| MH Adult County General Fund | $ 730,632 | | | | | | $ 730,632 |
| MH MHSA (PEI) | | $ 316,330 | | | | | $ 316,330 |
| MH CYF Fed SDMC FFP (50%) | | | $ 272,761 | | | | $ 272,761 |
| MH CYF Fed SDMC FFP (50%) ERMHS | | | $ 150,000 | | | | |
| MH CYF State 2011 PSR-EPSDT | | | $ 150,485 | | | | $ 150,485 |
| MH CYF State 2011 PSR-EPSDT ERMHS | | | $ 150,000 | | | | $ 150,000 |
| MH CYF County Local Match | | | $ 100,000 | | | | $ 100,000 |
| MH CYF County General Fund | | | $ 293,203 | | $ - | | $ 293,203 |
| MH WO DCYF Dimensions Clinic | | | | $ 174,490 | | | $ 174,490 |
| MH CYF County GF WO CODB | | | $ - | $ - | $ - | | $ - |
| MH Grant SAMHSA Adult SOC, CFDA 93.958 | | | | | $ - | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | **$ 1,356,366** | **$ 316,330** | **$ 1,116,449** | **$ 174,490** | **$ -** | **$ -** | **$ 2,963,635** |
| **BHS SUD FUNDING SOURCES** | | | | | | | |
| SUD Fed SABG Discretionary, CFDA 93.959 | | | | | $ 593,926 | | $ 593,926 |
| SUD County General Fund | | | | | $ 76,299 | | $ 76,299 |
| **TOTAL BHS SUD FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 670,225** | **$ -** | **$ 670,225** |
| **OTHER DPH FUNDING SOURCES** | | | | | | | |
| FY20-21 3% General Fund CODB (paid through DV in FY20-21) | | $ - | - | | | | $ - |
| FY21-22 3% General Fund CODB | $ - | $ - | - | | | | $ - |
| | | | | | | | $ - |
| **TOTAL OTHER DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL DPH FUNDING SOURCES** | **$ 1,356,366** | **$ 316,330** | **$ 1,116,449** | **$ 174,490** | **$ 670,225** | **$ -** | **$ 3,633,860** |
| **NON-DPH FUNDING SOURCES** | | | | | | | |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **TOTAL NON-DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | **$ 1,356,366** | **$ 316,330** | **$ 1,116,449** | **$ 174,490** | **$ 670,225** | **$ -** | **$ 3,633,860** |
| **Prepared By** | John Wong | | | **Phone Number** | | | |

**Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)**

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-1 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 2 |
| Provider Number | 3851 | Fiscal Year | 2022-2023 |
| Contract ID Number | 1000011308 | Funding Notification Date | 12/13/22 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Program Name | | Adult Behavioral Health | | | | | | |
| Program Code | | 38513 | 38513 | 38513 | 38513 | 38513 | | |
| Mode/SFC (MH) or Modality (SUD) | | 15/10-57, 59 | 15/60-69 | 15/70-79 | 15/01-09 | 45/20-29 | | |
| Service Description | | OP-MH Svcs | OP-Medication Support | OP-Crisis Intervention | OP-Case Mgt Brokerage | OS-Cmmty Client Svcs | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | | 07/01/22-06/30/23 | 07/01/22-06/30/23 | 07/01/22-06/30/23 | 07/01/22-06/30/23 | 07/01/22-06/30/23 | | |
| **FUNDING USES** | | | | | | | | **TOTAL** |
| Salaries & Employee Benefits | | $ 573,387 | $ 149,533 | $ 1,751 | $ 37,174 | $ 59,742 | $ - | $ 821,587 |
| Operating Expenses | | $ 249,753 | $ 65,133 | $ 763 | $ 16,192 | $ 26,022 | $ - | $ 357,863 |
| Capital Expenses | | | | | | | | $ - |
| **Subtotal Direct Expenses** | | **$ 823,141** | **$ 214,666** | **$ 2,514** | **$ 53,366** | **$ 85,763** | **-** | **$ 1,179,449** |
| Indirect Expenses | | $ 123,471 | $ 32,199 | $ 377 | $ 8,005 | $ 12,864 | - | $ 176,916 |
| **Indirect %** | | **$ 0** | **$ 0** | **$ 0** | **$ 0** | **$ 0** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | | **$ 946,612** | **$ 246,865** | **$ 2,891** | **$ 61,371** | **$ 98,628** | **$ -** | **$ 1,356,366** |
| **BHS MENTAL HEALTH FUNDING SOURCE** | **Dept-Auth-Proj-Activity** | | | | | | | |
| MH Adult Fed SDMC FFP (50%) | 251984-10000-10001792-0001 | $ 363,191 | $ 85,480 | $ 1,001 | $ 21,250 | $ - | $ - | $ 470,922 |
| MH Adult State 1991 MH Realignment | 251984-10000-10001792-0001 | $ 80,384 | $ 28,101 | $ 329 | $ 6,986 | $ 39,012 | $ - | $ 154,812 |
| MH Adult County General Fund | 251984-10000-10001792-0001 | $ 503,037 | $ 133,284 | $ 1,561 | $ 33,135 | $ 59,616 | $ - | $ 730,632 |
| MH Adult County GF WO CODB | 251984-10000-10001792-0001 | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| This row left blank for funding sources not in drop-down list | | | | | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | **$ 946,612** | **$ 246,865** | **$ 2,891** | **$ 61,371** | **$ 98,628** | **$ -** | **$ 1,356,366** |
| **BHS SUD FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | | | | | |
| **OTHER DPH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | | | | | |
| FY20-21 3% General Fund CODB (paid through DV in FY20-21) | | $ - | $ - | $ - | $ - | $ - | | $ - |
| FY21-22 3% General Fund CODB | | | | | | | | $ - |
| **TOTAL OTHER DPH FUNDING SOURCES** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **$ -** |
| **TOTAL DPH FUNDING SOURCES** | | **$ 946,612** | **$ 246,865** | **$ 2,891** | **$ 61,371** | **$ 98,628** | **$ -** | **$ 1,356,366** |
| **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)** | | **946,612** | **246,865** | **2,891** | **61,371** | **98,628** | **-** | **1,356,366** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | | | | |
| Payment Method | | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Fee-For-Service (FFS) | |
| DPH Units of Service | | 122,618 | 18,300 | 387 | 12,299 | 370 | | |
| Unit Type | | Staff Minute | Staff Minute | Staff Minute | Staff Minute | Staff Hour | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | $ 7.72 | $ 13.49 | $ 7.47 | $ 4.99 | $ 266.56 | $ - | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | $ 7.72 | $ 13.49 | $ 7.47 | $ 4.99 | $ 266.56 | $ - | |
| Published Rate (Medi-Cal Providers Only) | | $ 4.90 | $ 7.00 | $ 6.80 | $ 3.90 | $ 188.00 | $ - | **Total UDC** |
| Unduplicated Clients (UDC) | | 275 | Included | Included | Included | Included | Included | 275 |

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## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name Adult Behavioral Health
Program Code 38513

Appendix Number B-1
Page Number 3
Fiscal Year 2022-2023
Funding Notification Date 12/13/22

| | TOTAL | | 251984-10000-10001792-0001 - Mode 15 | | 251984-10000-10001792-0001 - Mode 45 | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|
| **Funding Term** | 07/01/22-06/30/23 | | 07/01/22-06/30/23 | | 07/01/22-06/30/23 | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Director of Behavioral Health | 0.34 | $ 44,200 | 0.32 | 40,986 | 0.02 | 3,214 | | |
| Clinical Supervisor | 0.13 | $ 14,740 | 0.12 | 13,668 | 0.01 | 1,072 | | |
| Administrative Manager | 0.50 | $ 35,000 | 0.46 | 32,455 | 0.04 | 2,545 | | |
| Medical Records Technician/Billing Clerk | 0.50 | $ 27,500 | 0.46 | 25,500 | 0.04 | 2,000 | | |
| Licensed Therapist | 1.00 | $ 105,000 | 0.93 | 97,365 | 0.07 | 7,635 | | |
| Masters-Level Clinician | 1.00 | $ 90,000 | 0.93 | 83,456 | 0.07 | 6,544 | | |
| Masters-Level Clinician | 0.50 | $ 45,000 | 0.46 | 41,728 | 0.04 | 3,272 | | |
| Masters-Level Clinician | 0.50 | $ 45,000 | 0.46 | 41,728 | 0.04 | 3,272 | | |
| Nurse Practitioner | 0.20 | $ 30,000 | 0.19 | 27,819 | 0.01 | 2,181 | | |
| Clinical Case Manager | 0.33 | $ 21,450 | 0.31 | 19,890 | 0.02 | 1,560 | | |
| Medical Director/Psychiatrist | 0.50 | $ 150,000 | 0.46 | 139,093 | 0.04 | 10,907 | | |
| Reception | 0.50 | $ 29,000 | 0.46 | 26,891 | 0.04 | 2,109 | | |
| | | $ - | | - | | - | | |
| **Totals:** | 6.00 | $ 636,890 | $ 6 | $ 590,579 | $ 0 | $ 46,311 | 0.00 | $ - |
| **Employee Benefits:** | 29% | $ 184,697 | 29% | $ 171,266.81 | 29% | $ 13,430 | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | **$ 821,587** | | **$ 761,845** | | **$ 59,742** | | **$ -** |

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**Appendix B - DPH 4: Operating Expenses Detail**

Contract ID Number 1000011308
Program Name Adult Behavioral Health
Program Code 38513

Appendix Number B-1
Page Number 4
Fiscal Year 2022-2023
Funding Notification Date 12/13/22

| Expense Categories & Line Items | TOTAL | 251984-10000-10001792-0001 - Mode 15 | 251984-10000-10001792-0001 - Mode 45 | Dept-Auth-Proj-Activity |
|---|---|---|---|---|
| **Funding Term** | 07/01/22-06/30/23 | 07/01/22-06/30/23 | 07/01/22-06/30/23 | (mm/dd/yy-mm/dd/yy): |
| Rent | $ 48,905 | 45,349 | 3,556 | |
| | $ - | - | - | |
| Utilities (telephone, electricity, water, gas) | $ 7,065 | 6,551 | 514 | |
| Building Repair/Maintenance | $ 17,557 | 16,280 | 1,277 | |
| **Occupancy Total:** | **$ 73,527** | **$ 68,180** | **5,347** | **$ -** |
| Office Supplies | $ 12,432 | 11,528 | 904 | |
| Photocopying | $ - | - | - | |
| Program Supplies | $ 3,000 | 2,782 | 218 | |
| Computer Hardware/Software | $ 8,300 | 7,697 | 604 | |
| **Materials & Supplies Total:** | **$ 23,732** | **$ 22,007** | **1,725** | **$ -** |
| Training/Staff Development | $ 4,000 | 3,709 | 291 | |
| Insurance | $ 8,279 | 7,677 | 602 | |
| Professional License | $ 1,500 | 1,391 | 109 | |
| Permits | $ - | - | - | |
| Equipment Lease & Maintenance | $ 10,000 | 9,273 | 727 | |
| **General Operating Total:** | **$ 23,779** | **$ 22,050** | **1,729** | **$ -** |
| Local Travel | $ 1,825 | 1,692 | 133 | |
| | $ - | | | |
| | $ - | | | |
| **Staff Travel Total:** | **$ 1,825** | **$ 1,692** | **133** | **$ -** |
| Pulse Clinical Alliances -Contract Mental Health Profiessionals August 2022 to June 2023 at $65 per hour. With an average of 923 hours during the fiscal year ($65x923) = $59,995 | $ 60,000 | $ 55,637.03 | $ 4,362.97 | |
| Registry Physician Specialist - Dr. Ruth De Peralta FY 22-23. Hourly rate is $187. 427.80 hours for FY 22-23 (187x427.80=80,000) | $ 80,000 | $ 74,182.70 | $ 5,817.30 | |
| Ina Moon MFT - Clinical supervision, consultation and training. 7/1/22 to - 2023. Hourly rate of $125. With 200 hours during FY 22-23 ( 200x$125)=$25,000 | $ 25,000 | $ 23,182.10 | $ 1,817.90 | |
| LHH Recruitment Solutions - Adecco for term 02/23 to 06/23 Receptionist positions at $38 to $50 hourly with 800 hours in FY 22-23 (50x800=$40,000) | $ 40,000 | $ 37,091.35 | $ 2,908.65 | |
| Medical Director: Norris Hollie MD. (11/21/22-6/30/23) Administer medical services, plan & supervise treatment. The hourly rate is $200, with an average of 150 hours provided during the fiscal year. ($200 x 150) = $30,000 | $ 30,000 | $ 27,818.51 | $ 2,181.49 | |
| | | | | |
| | $ - | | | |
| **Consultant/Subcontractor Total:** | **$ 235,000** | **$ 217,912** | **$ 17,088** | **$ -** |
| | 0 | 0 | 0 | |
| **Other Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 357,863** | **$ 331,841** | **$ 26,022** | **$ -** |

## Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-2 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 6 |
| Provider Number | 3851 | Fiscal Year | 2022-2023 |
| Contract ID Number | 1000011308 | Funding Notification Date | 08/19/22 |

| | | | | | |
|---|---|---|---|---|---|
| | Program Name | School-based Centers (Balboa) | | | |
| | Program Code | N/A | N/A | | |
| | Mode/SFC (MH) or Modality (SUD) | 45/10-19 | 45/20-29 | | |
| | Service Description | OS-MH Promotion | OS-Cmmty Client Svcs | | |
| | **Funding Term** (mm/dd/yy-mm/dd/yy): | 07/01/22-06/30/23 | 07/01/22-06/30/23 | | |
| **FUNDING USES** | | | | | **TOTAL** |
| | Salaries & Employee Benefits | $ 109,133 | $ 150,707 | | $ 259,840 |
| | Operating Expenses | $ 6,397 | $ 8,834 | | $ 15,230 |
| | **Subtotal Direct Expenses** | **$ 115,530** | **$ 159,541** | **$ -** | **$ 275,070** |
| | Indirect Expenses | $ 17,329 | $ 23,930 | | $ 41,260 |
| | **Indirect %** | **15.0%** | **15.0%** | **0.0%** | **15.0%** |
| | **TOTAL FUNDING USES** | **$ 132,859** | **$ 183,471** | **$ -** | **$ 316,330** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | | |
| MH MHSA (PEI) | 251984-17156-10031199-0062 | 132,859 | $ 183,471 | | $ 316,330 |
| This row left blank for funding sources not in drop-down list | | | | | $ - |
| | **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | **$ 132,859** | **$ 183,471** | **$ -** | **$ 316,330** |
| **BHS SUD FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | | |
| **OTHER DPH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | | |
| FY20-21 3% General Fund CODB (paid through DV in FY20-21) | | $ - | $ - | | $ - |
| FY21-22 3% General Fund CODB | | $ - | $ - | | $ - |
| | **TOTAL OTHER DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** |
| | **TOTAL DPH FUNDING SOURCES** | **$ 132,859** | **$ 183,471** | **$ -** | **$ 316,330** |
| **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)** | **132,859** | **183,471** | **-** | **316,330** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | |
| | Payment Method | Fee-For-Service (FFS) | Fee-For-Service (FFS) | | |
| | DPH Units of Service | 375 | 520 | | |
| | Unit Type | Staff Hour | Staff Hour | 0 | |
| | Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | $ 354.29 | $ 352.83 | $ - | |
| | Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | $ 354.29 | $ 352.83 | $ - | |
| | Published Rate (Medi-Cal Providers Only) | N/A | N/A | | **Total UDC** |
| | Unduplicated Clients (UDC) | 600 | Included | | 600 |

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## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name School-based Centers (Balboa)
Program Code N/A

Number B-2
Number 7
cal Year 2022-2023
ion Date 12/13/22

| | TOTAL | | 251984-17156-10031199-0062 | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|
| **Funding Term** | 07/01/22-06/30/23 | | 07/01/22-06/30/23 | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| MHSA lead/therapist | 1.00 | $ 107,000 | 1.00 | $ 107,000 | | | | - |
| Junior therapist | 1.00 | 96,000 | 1.00 | $ 96,000 | | - | | - |
| **Totals:** | 2.00 | $ 203,000 | 2.00 | $ 203,000 | 0.00 | $ - | 0.00 | $ - |
| | | | | | | | | |
| **Employee Benefits:** | 28.00% | $ 56,840 | 28.00% | $ 56,840 | 0.00% | | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | **$ 259,840** | | **$ 259,840** | | **$ -** | | **$ -** |

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308
Program Name School-based Centers (Balboa)
Program Code N/A

Appendix Number B-2
Page Number 8
Fiscal Year 2022-2023
Funding Notification Date 12/13/22

| Expense Categories & Line Items | TOTAL | 251984-17156-10031199-0062 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|---|---|---|---|
| **Funding Term** | 07/01/22-06/30/23 | 07/01/22-06/30/23 | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): |
| Rent | $ - | | | |
| Utilities (telephone, electricity, water, gas) | $ - | | | |
| Building Repair/Maintenance | $ - | | | |
| **Occupancy Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Office Supplies | $ 6,101 | $ 6,101 | | |
| Photocopying | $ - | | | |
| Program Supplies | $ 6,770 | $ 6,770 | | |
| Computer Hardware/Software | $ - | | | |
| **Materials & Supplies Total:** | **$ 12,871** | **$ 12,871** | **$ -** | **$ -** |
| Training/Staff Development | $ - | | | |
| Insurance | $ 2,359 | $ 2,359 | | |
| Professional License | $ - | | | |
| Permits | $ - | | | |
| Equipment Lease & Maintenance | $ - | | | |
| **General Operating Total:** | **$ 2,359** | **$ 2,359** | **$ -** | **$ -** |
| Local Travel | $ - | | | |
| Out-of-Town Travel | $ - | | | |
| Field Expenses | $ - | | | |
| **Staff Travel Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | |
| | $ - | | | |
| **Consultant/Subcontractor Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Other (provide detail): | $ - | | | |
| | $ - | | | |
| | $ - | | | |
| **Other Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 15,230** | **$ 15,230** | **$ -** | **$ -** |

**Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)**

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-3 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 10 |
| Provider Number | 3851 | Fiscal Year | 2022-2023 |
| Contract ID Number | 1000011308 | Funding Notification Date | 12/13/22 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Program Name | | Children Outpatient | | | | | |
| Program Code | | 38516 & 38171 | 38516 & 38171 | 38516 & 38171 | 38516 & 38171 | | |
| Mode/SFC (MH) or Modality (SUD) | | 15/10-57, 59 | 15/70-79 | 15/01-09 | 45/20-29 | | |
| Service Description | | OP-MH Svcs | OP-Crisis Intervention | OP-Case Mgt Brokerage | OS-Cmmty Client Svcs | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | | 07/01/22-06/30/23 | 07/01/22-06/30/23 | 07/01/22-06/30/23 | 07/01/22-06/30/23 | | |
| **FUNDING USES** | | | | | | | **TOTAL** |
| Salaries & Employee Benefits | | $ 647,328 | $ 935 | $ 26,816 | $ 81,119 | | $ 756,198 |
| Operating Expenses | | $ 194,053 | $ 280 | $ 8,039 | $ 12,256 | | $ 214,628 |
| **Subtotal Direct Expenses** | | **$ 841,381** | **$ 1,216** | **$ 34,855** | **$ 93,375** | **$ -** | **$ 970,826** |
| Indirect Expenses | | $ 126,207 | $ 182 | $ 5,228 | $ 14,006 | | $ 145,623 |
| **Indirect %** | | **15.0%** | **15.0%** | **15.0%** | **15.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | | **$ 967,587** | **$ 1,398** | **$ 40,083** | **$ 107,381** | **$ -** | **$ 1,116,449** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | | | | |
| MH CYF Fed SDMC FFP (50%) | 251962-10000-10001670-0001 | $ 261,548 | $ 378 | $ 10,835 | | | $ 272,761 |
| MH CYF Fed SDMC FFP (50%) ERMHS | 251962-10000-10037431-0001 | $ 143,834 | $ 208 | $ 5,958 | | | $ 150,000 |
| MH CYF State 2011 PSR-EPSDT | 251962-10000-10001670-0001 | $ 144,299 | $ 208 | $ 5,978 | | | $ 150,485 |
| | 251962-10000-10037431-0001 | $ 143,834 | $ 208 | $ 5,958 | | | $ 150,000 |
| MH CYF County Local Match | 251962-10000-10001670-0001 | $ 95,889 | $ 139 | $ 3,972 | | | $ 100,000 |
| MH CYF County General Fund | 251962-10000-10001670-0001 | $ 178,183 | $ 257 | $ 7,382 | $ 107,381 | | $ 293,203 |
| | | | | | | | $ - |
| This row left blank for funding sources not in drop-down list | | | | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | **$ 967,587** | **$ 1,398** | **$ 40,083** | **$ 107,381** | **$ -** | **$ 1,116,449** |
| **BHS SUD FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | **0.83** | **0.00** | **0.03** | **0.13** | | |
| **OTHER DPH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | **1** | **0** | **0** | | | |
| FY20-21 3% General Fund CODB (paid through DV in FY20-21) | | $ - | $ - | $ - | $ - | | $ - |
| FY21-22 3% General Fund CODB | | $ - | $ - | $ - | $ - | | $ - |
| **TOTAL OTHER DPH FUNDING SOURCES** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL DPH FUNDING SOURCES** | | **$ 967,587** | **$ 1,398** | **$ 40,083** | **$ 107,381** | **$ -** | **$ 1,116,449** |
| **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)** | | **967,587** | **1,398** | **40,083** | **107,381** | **-** | **1,116,449** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | | | |
| Payment Method | | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | |
| DPH Units of Service | | 125,335 | 187 | 8,033 | 532 | | |
| Unit Type | | Staff Minute | Staff Minute | Staff Minute | Staff Hour | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | $ 7.72 | $ 7.47 | $ 4.99 | $ 201.85 | $ - | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | $ 7.72 | $ 7.47 | $ 4.99 | $ 201.85 | $ - | |
| Published Rate (Medi-Cal Providers Only) | | $ 7.72 | $ 7.47 | $ 4.99 | $ 201.85 | | **Total UDC** |
| Unduplicated Clients (UDC) | | 60 | Included | Included | Included | | 60 |

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## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name Children Outpatient
Program Code 38516 & 38171

Appendix Number B-3
Page Number 11
Fiscal Year 2022-2023
Funding Notification Date 12/13/22

| | TOTAL | | 251962-10000-10001670-0001 | | 251962-10000-10001670-0001 | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|
| **Funding Term** | 07/01/22-06/30/23 | | 07/01/22-06/30/23 | | 17/01/21-06/30/22 | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Director of Behavioral Health | 0.29 | 37,700 | 0.24 | 31,200 | 0.05 | 6,500 | | |
| Clinical Supervisor | 0.20 | 22,000 | 0.13 | 14,667 | 0.07 | 7,333 | | |
| Medical Records Technician/Billing Clerk | 0.50 | 27,500 | 0.25 | 13,750 | 0.25 | 13,750 | | |
| Reception/Intake Specialist | 0.50 | 29,000 | 0.40 | 23,200 | 0.10 | 5,800 | | |
| Therapist | 1.00 | 105,000 | 0.95 | 99,750 | 0.05 | 5,250 | | |
| Masters-Level Clinician | 1.00 | 90,000 | 0.95 | 85,500 | 0.05 | 4,500 | | |
| Masters-Level Clinician | 1.00 | 90,000 | 0.95 | 85,500 | 0.05 | 4,500 | | |
| Masters-Level Clinician | 0.33 | 30,000 | 0.32 | 28,500 | 0.02 | 1,500 | | |
| ERMHS Clinician | 1.00 | 90,000 | 0.95 | 85,500 | 0.05 | 4,500 | | |
| Master Clinician | 0.30 | 27,000 | 0.25 | 22,500 | 0.05 | 4,500 | | |
| Community Clinician | 0.40 | 38,000 | 0.35 | 33,250 | 0.05 | 4,750 | | |
| **Totals:** | 6.52 | $ 586,200 | 5.74 | $ 523,317 | 0.78 | $ 62,883 | 0.00 | $ - |
| **Employee Benefits:** | 29% | $ 169,998 | 29% | $ 151,762 | 29% | $ 18,236 | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | **$ 756,198** | | **$ 675,079** | | **$ 81,119** | | **$ -** |

**Appendix B - DPH 4: Operating Expenses Detail**

Contract ID Number 1000011308
Program Name Children Outpatient
Program Code 38516 & 38171

Appendix Number B-3
Page Number 12
Fiscal Year 2022-2023
Funding Notification Date 12/13/22

| Expense Categories & Line Items | TOTAL | 251962-10000-10001670-0001 | 251962-10000-10001670-0001 | Dept-Auth-Proj-Activity |
|---|---|---|---|---|
| **Funding Term** | 07/01/22-06/30/23 | 07/01/22-06/30/23 | (07/01/21-06/30/22): | (mm/dd/yy-mm/dd/yy): |
| Rent | $ 67,241 | 63,207 | 4,034 | |
| | $ - | $ - | - | |
| Utilities (telephone, electricity, water, gas) | $ - | - | - | |
| Building Repair/Maintenance | $ 46,430 | 43,840 | 2,590 | |
| **Occupancy Total:** | **$ 113,671** | **$ 107,047** | **$ 6,624** | **$ -** |
| Office Supplies | $ 5,500 | 5,193 | $ 307 | |
| Photocopying | $ - | - | $ - | |
| Program Supplies | $ 3,500 | 3,305 | $ 195 | |
| Computer Hardware/Software | $ 12,250 | 11,567 | $ 683 | |
| **Materials & Supplies Total:** | **$ 21,250** | **$ 20,065** | **$ 1,185** | **$ -** |
| Training/Staff Development | $ 4,000 | 3,777 | $ 223 | |
| Insurance | $ 15,000 | 14,163 | $ 837 | |
| Professional License | $ 5,000 | 4,721 | $ 279 | |
| Permits | $ - | - | $ - | |
| Equipment Lease & Maintenance | $ 7,907 | 7,466 | $ 441 | |
| **General Operating Total:** | **$ 31,907** | **$ 30,127** | **$ 1,780** | **$ -** |
| Local Travel | $ 3,800 | 3,588 | $ 212 | |
| Out-of-Town Travel | $ - | | | |
| Field Expenses | $ - | | | |
| **Staff Travel Total:** | **$ 3,800** | **$ 3,588** | **$ 212** | **$ -** |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | $ - | | |
| Ina Moon MFT - Clinical supervision, consultation and training. 7/1/22 to -2023. Hourly rate of $125. With 192 hours during FY 22-23 (192x$125)=$24,000 | $ 24,000 | $ 22,661 | $ 1,339 | |
| LHH Recruitment Solutions - Adecco for term 02/23 to 06/23 Administrative position at $50 hourly with 400 hours in FY 22-23 (50x400=$20,000) | $ 20,000 | $ 18,884 | $ 1,116 | |
| **Consultant/Subcontractor Total:** | **$ 44,000** | **$ 41,545** | **$ 2,455** | **$ -** |
| | $ - | $ - | $ - | |
| **Other Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 214,628** | **$ 202,372** | **$ 12,256** | **$ -** |

**Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)**

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-4 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 14 |
| Provider Number | 3851 | Fiscal Year | 2022-2023 |
| Contract ID Number | 1000011308 | Funding Notification Date | 12/13/22 |

| | | | | |
|---|---|---|---|---|
| | Program Name | Dimensions LGBT Outpatient | | |
| | Program Code | N/A | | |
| | Mode/SFC (MH) or Modality (SUD) | 00-20 | | |
| | Service Description | Support (i.e. check Writing, hired staff to work for Admin) | | |
| | **Funding Term** (mm/dd/yy-mm/dd/yy): | 07/01/22-06/30/23 | | |
| **FUNDING USES** | | | | **TOTAL** |
| | Salaries & Employee Benefits | $ 117,000 | | $ 117,000 |
| | Operating Expenses | $ 34,730 | | $ 34,730 |
| | Capital Expenses | | | $ - |
| | **Subtotal Direct Expenses** | **$ 151,730** | **$ -** | **$ 151,730** |
| | Indirect Expenses | $ 22,760 | | $ 22,760 |
| | **Indirect %** | **15.0%** | **0.0%** | **15.0%** |
| | **TOTAL FUNDING USES** | **$ 174,490** | **$ -** | **$ 174,490** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | |
| MH WO DCYF Dimensions Clinic | 251962-10002-10001799-0002 | $ 174,490 | | $ 174,490 |
| MH CYF County GF WO CODB | 251962-10000-10001670-0001 | $ - | | $ - |
| This row left blank for funding sources not in drop-down list | | | | $ - |
| | **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | **$ 174,490** | **$ -** | **$ 174,490** |
| **BHS SUD FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | |
| **OTHER DPH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | |
| | | $ - | | $ - |
| | | $ - | | $ - |
| | **TOTAL OTHER DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** |
| | **TOTAL DPH FUNDING SOURCES** | **$ 174,490** | **$ -** | **$ 174,490** |
| **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)** | **174,490** | **-** | **174,490** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | |
| | Payment Method | Cost Reimbursement (CR) | | |
| | DPH Units of Service | 450 | | |
| | Unit Type | fill-in appropriate | 0 | |
| | Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | $ 387.76 | $ - | |
| | Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | $ 387.76 | $ - | |
| | Published Rate (Medi-Cal Providers Only) | N/A | | **Total UDC** |
| | Unduplicated Clients (UDC) | 25 | | 25 |

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## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name Dimensions LGBT Outpatient
Program Code N/A

Appendix Number B-4
Page Number 15
Fiscal Year 2022-2023
Funding Notification Date 12/13/22

| | TOTAL | | 251962-10002-10001799-0002 | | 251962-1000-10001670-0001 | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|
| **Funding Term** | 07/01/22-06/30/23 | | 07/01/22-06/30/23 | | 07/01/22-06/30/23 | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Therapist 1 | 1.00 | $ 90,000 | | $ - | | $ - | | |
| **Totals:** | 1.00 | $ 90,000 | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - |
| | | | | | | | | |
| **Employee Benefits:** | 30.0% | $ 27,000 | 30.0% | $ - | 28.00% | $ - | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | **$ 117,000** | | **$ -** | | **$ -** | | **$ -** |

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308
Program Name Dimensions LGBT Outpatient
Program Code N/A

Appendix Number B-4
Page Number 16
Fiscal Year 2022-2023
Funding Notification Date 12/13/22

| Expense Categories & Line Items | TOTAL | 251962-10002-10001799-0002 | 251962-10000-10001670-0001 | Dept-Auth-Proj-Activity |
|---|---|---|---|---|
| **Funding Term** | 07/01/22-06/30/23 | 07/01/22-06/30/23 | 07/01/22-06/30/23 | (mm/dd/yy-mm/dd/yy): |
| Rent | $ - | | | |
| Utilities (telephone, electricity, water, gas) | $ - | | | |
| Building Repair/Maintenance | $ - | | | |
| **Occupancy Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Office Supplies | | | | |
| Photocopying | $ - | | | |
| Program Supplies | $ 34,730 | | | |
| Computer Hardware/Software | $ - | $ - | | |
| **Materials & Supplies Total:** | **$ 34,730** | **$ -** | **$ -** | **$ -** |
| Training/Staff Development | $ - | | | |
| Insurance | $ - | | | |
| Professional License | $ - | | | |
| Permits | $ - | | | |
| Equipment Lease & Maintenance | $ - | | | |
| **General Operating Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Local Travel | $ - | | | |
| Out-of-Town Travel | $ - | | | |
| Field Expenses | $ - | | | |
| **Staff Travel Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | |
| | $ - | | | |
| **Consultant/Subcontractor Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Other (provide detail): | $ - | | | |
| | $ - | | | |
| | $ - | | | |
| **Other Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 34,730** | **$ -** | **$ -** | **$ -** |

## Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-5 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 18 |
| Provider Number | 389036 | Fiscal Year | 2022-2023 |
| Contract ID Number | 1000011308 | Funding Notification Date | 12/13/22 |

| | | | | |
|---|---|---|---|---|
| Program Name | Jelani Family Program | | | |
| Program Code | 3816SD | | | |
| Mode/SFC (MH) or Modality (SUD) | Res-59 | | | |
| Service Description | ODS Recovery Residences | | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | 07/01/22-06/30/23 | | | |
| **FUNDING USES** | | | | **TOTAL** |
| Salaries & Employee Benefits | $ 539,688 | | | $ 539,688 |
| Operating Expenses | $ 43,116 | | | $ 43,116 |
| **Subtotal Direct Expenses** | **$ 582,804** | **$ -** | **$ -** | **$ 582,804** |
| Indirect Expenses | $ 87,421 | | | $ 87,421 |
| **Indirect %** | **15.0%** | **0.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | **$ 670,225** | **$ -** | **$ -** | **$ 670,225** |
| **BHS SUD FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | |
| SUD Fed SABG Discretionary, CFDA 93.959 | 240646-10000-10001681-0003 | $ 593,926 | | $ 593,926 |
| SUD County General Fund | 240646-10000-10001681-0003 | $ 76,299 | | $ 76,299 |
| This row left blank for funding sources not in drop-down list | | | | $ - |
| **TOTAL BHS SUD FUNDING SOURCES** | | **$ 670,225** | **$ -** | **$ -** | **$ 670,225** |
| **TOTAL DPH FUNDING SOURCES** | | **$ 670,225** | **$ -** | **$ -** | **$ 670,225** |
| **NON-DPH FUNDING SOURCES** | | | | |
| | | | $ - | | $ - |
| | | $ - | $ - | | $ - |
| **TOTAL NON-DPH FUNDING SOURCES** | | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | | **670,225** | **-** | **-** | **670,225** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | |
| Number of Beds Purchased | | 15 | | |
| SUD Only - Number of Outpatient Group Counseling Sessions | | | | |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs | | | | |
| Payment Method | | Cost Reimbursement (CR) | | |
| DPH Units of Service | | 4,928 | | |
| Unit Type | | Bed Days | 0 | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | $ 136.02 | $ - | $ - | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | $ 136.02 | $ - | $ - | |
| Published Rate (Medi-Cal Providers Only) | | N/A | | | **Total UDC** |
| Unduplicated Clients (UDC) | | 15 | | | 15 |

## Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308 **0.083329412**
Program Name Jelani Family Program
Program Code 3816SD

Appendix Number B-5
Page Number 19
Fiscal Year 2022-2023
Funding Notification Date 12/13/22

| | TOTAL | | 240646-10000-10001681-0003 | | | | 0 | |
|---|---|---|---|---|---|---|---|---|
| **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 | |
| **Position Title** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Director of Residential Programs | 0.64 | $ 61,056 | 0.64 | $ 61,056 | | | | |
| House Manager | 1.00 | $ 66,950 | 1.00 | $ 66,950 | | | | |
| Monitors | 4.00 | $ 180,000 | 4.00 | $ 180,000 | | | | |
| Monitors - Life Skills | 1.00 | $ 45,000 | 1.00 | $ 45,000 | | | | |
| Monitors - Part time | 0.40 | $ 18,000 | 0.40 | $ 18,000 | | | | |
| Monitors - On Call | 1.14 | $ 50,625 | 1.14 | $ 50,625 | | | | |
| **Totals:** | 8.18 | $ 421,631 | $ 8.18 | $ 421,631 | 0.00 | $ - | 0.00 | $ - |
| | | | | | | | | |
| **Employee Benefits:** | 28% | $ 118,057 | 28% | $ 118,057 | 0% | $ - | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | **$ 539,688** | | **$ 539,688** | | **$ -** | | **$ -** |

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## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308
Program Name Jelani Family Program
Program Code 3816SD

Appendix Number B-5
Page Number 20
Fiscal Year 2022-2023
Funding Notification Date 12/13/22

| Expense Categories & Line Items | TOTAL | 240646-10000-10001681-0003 | 240646-10000-10001681-0003 | 0 |
|---|---|---|---|---|
| **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 |
| Rent | $ - | | | |
| Utilities (telephone, electricity, water, gas) | $ 20,334 | $ 20,334 | | |
| Building Repair/Maintenance | $ 6,594 | $ 6,594 | | |
| **Occupancy Total:** | **$ 26,928** | **$ 26,928** | **$ -** | **$ -** |
| Office Supplies | $ 500 | $ 500 | | |
| Photocopying | $ - | $ - | | |
| Program Supplies | $ 905 | $ 905 | | |
| Computer Hardware/Software | $ 2,000 | $ 2,000 | | |
| **Materials & Supplies Total:** | **$ 3,405** | **$ 3,405** | **$ -** | **$ -** |
| Training/Staff Development | $ - | $ - | | |
| Insurance | $ 10,000 | $ 10,000 | | |
| Professional License | $ - | $ - | | |
| Permits | $ - | $ - | | |
| Equipment Lease & Maintenance | $ 2,783 | $ 2,783 | | |
| **General Operating Total:** | **$ 12,783** | **$ 12,783** | **$ -** | **$ -** |
| Local Travel | $ - | $ - | | |
| Out-of-Town Travel | $ - | $ - | | |
| Field Expenses | $ - | $ - | | |
| **Staff Travel Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | |
| | $ - | | | |
| **Consultant/Subcontractor Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| Other (provide detail): | $ - | | | |
| | $ - | | | |
| | $ - | | | |
| **Other Total:** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 43,116** | **$ 43,116** | **$ -** | **$ -** |

## Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name: Bayview Hunters Point Foundation
Page Number: 22
Contract ID Number: 1000011308
Fiscal Year: 2022-2023
Funding Notification Date: 12/13/22

### 1. SALARIES & EMPLOYEE BENEFITS

| Position Title | FTE | Amount |
|---|---|---|
| Executive Director | 0.35 | $ 83,960 |
| | | |
| AR Accountant | 0.35 | $ 26,268 |
| HR Director | 0.26 | $ 42,216 |
| QA Director | 0.26 | $ 25,330 |
| Deputy Director | 0.26 | $ 42,216 |
| | | |
| | | |
| | | |
| | | |
| Subtotal: | 1.48 | $ 219,990 |
| Employee Benefits: | 28.0% | $ 61,597 |
| **Total Salaries and Employee Benefits:** | | $ 281,587 |

### 2. OPERATING COSTS

| **Expenses** (Use expense account name in the ledger.) | Amount |
|---|---|
| Office Rent | $ 55,746 |
| Supplies | $ 25,891 |
| Accounting Supervision & Audit Preparation Assistance | $ 50,306 |
| Audit Fees | $ 35,867 |
| Insurance | $ 24,583 |
| | |
| | |
| | |
| **Total Operating Costs** | $ 192,393 |

| | |
|---|---|
| **Total Indirect Costs** | **$ 473,980** |

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# 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:

1.2.1 Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;

1.2.2 Communicating with the SFDPH IT Service Desk;

1.2.3 Providing Agency Data User(s) details to the City;

1.2.4 Ensuring that Agency Data User(s) complete required SFDPH trainings annually;

1.2.5 Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and

1.2.6 Provisioning and deprovisioning Agency Data Users as detailed herein. To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, dph.helpdesk@sfdph.org.

### 1.3 SFDPH IT Service Desk.

For new provisioning requests, only Agency Site Administrators are authorized to contact the SFDPH IT Service Desk. The City reserves the right to decline any call placed by other than the Agency Site Administrator. Individual Agency Data Users are not authorized to contact the SFDPH IT Service Desk.

### 1.4 Deprovisioning Schedule.

Agency, through the Agency Site Administrator, has sole responsibility to deprovision Agency Data Users from the System(s) as appropriate on an ongoing basis. Agency must immediately deprovision an Agency Data User upon any event ending that Data User's need to access the System(s), including job duty change and/or termination. Agency remains liable for the conduct of Agency Data Users until deprovisioned. When deprovisioning employees via the SFDPH IT Service Desk, Agency must maintain evidence that the SFDPH IT Service Desk was notified.

### 1.5 Active Directory.

Agency Data Users will need an SFDPH Active Directory account in order to access each System(s). These Active Directory Accounts will be created as part of the provisioning process.

### 1.6 Role Based Access.

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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.**

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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.**

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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.

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### 1.30 No Technical or Administrative Support.

Except as provided herein, the City will provide no technical or administrative support to Agency or Agency Data Users for System(s) access.

### 1.31 City Audit of Agency and Agency Data Users.

The City acting in its sole discretion may audit Agency and Agency Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such Agency's and/or Agency Data User's access to the System(s) permanently or until the City determines that all irregularities have been satisfactorily cured. Agency and each Agency Data User understands that the City may create and review an audit trail for each Agency Data User, including but not limited to, noting each Agency Data User's ID(s), the patient information accessed, and/or the date accessed. Agency and each Agency Data User understands that any inappropriate access or use of patient information, as determined by the City, may result in the temporary and/or permanent termination of Agency's or such Agency Data User's access to the System(s). Agency remains liable for all inappropriate System(s) access, misuse and/or breach of patient information, whether in electronic or hard-copy form.

### 1.32 Minimum Necessary.

Agency and each Agency Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Agency and each Agency Data User shall access patient information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

### 1.33 No Re-Disclosure or Reporting.

Agency may not in any way re-disclose SFDPH Data or otherwise prepare reports, summaries, or any other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval and where such re-disclosure is otherwise permitted or required by law.

### 1.34 Health Information Exchange.

If Agency is qualified to enroll in a health information exchange, the City encourages Agency to do so in order to facilitate the secure exchange of data between Agency's electronic health record system (EHR) and the City's Epic EHR.

### 1.35 Subcontracting.

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data

breach in the same manner in which Agency would be so obligated, (2) provide cyber and technology errors and omissions insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

## Article 2 Indemnity

### 2.1 Medical Malpractice Indemnification.

Agency recognizes that the System(s) is a sophisticated tool for use only by trained personnel, and it is not a substitute for competent human intervention and discretionary thinking. Therefore, if providing patient treatment, Agency agrees that it will:

(a) Read information displayed or transmitted by the System accurately and completely;

(b) Ensure that Agency Data Users are trained on the use of the System;

(c) Be responsible for decisions made based on the use of the System;

(d) Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;

(e) Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;

(f) Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;

(g) Use the System only in accordance with applicable standards of good medical practice.

Agency agrees to indemnify, hold harmless and defend City from any claim by or on behalf of any patient, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, regardless of the cause, if such claim in any way arises out of or relates to patient care or outcomes based on Agency's or an Agency Data User's System access.

## Article 3 Proprietary Rights and Data Breach

### 3.1 Ownership of City Data.

The Parties agree that as between them, all rights, including all intellectual property rights in and to the City Data and any derivative works of the City Data shall remain the exclusive property of the City.

### 3.2 Data Breach; Loss of City Data.

The Agency shall notify City immediately by telephone call plus email upon the discovery of a breach (as herein). For purposes of this Section, breaches and security incidents shall be treated as discovered by Agency as of the first day on which such breach or security incident is known to the Agency, or, by exercising reasonable diligence would have been known to the Agency. Agency shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Agency.

Agency shall take:

i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

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ii. any action pertaining to a breach required by applicable federal and state laws.

3.2.1 **Investigation of Breach and Security Incidents**: The Agency shall immediately investigate such breach or security incident. As soon as the information is known and shall inform the City of:

i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

ii. a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and

iii. a description of where the City Data is believed to have been improperly used or disclosed; and

iv. a description of the probable and proximate causes of the breach or security incident; and

v. whether any federal or state laws requiring individual notifications of breaches have been triggered.

3.2.2 **Written Report**: Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

3.2.3 **Notification to Individuals**: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

i. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Agency shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

ii. cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.

3.2.4 **Sample Notification to Individuals**: If notification to individuals is required, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

i. electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

ii. cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

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### 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.

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**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

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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 Heath Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf

b. 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 credentialling 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.

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**Attachment 2 to Appendix D**

**Protected Information Destruction Order**
**Purge Certification - Contract ID # 1000011308**

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 07/01/18 ("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: _____

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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 have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

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**b. Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

**c. Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

**d. Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

**e. Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**f. Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**g. Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

**h. Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

**i. Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**j. Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

**k. Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or

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with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

**l. Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

**m. Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

**n. Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

**o. Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

**2. Obligations of Business Associate.**

**a. Attestations.** Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

**b. User Training**. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

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**c. Permitted Uses.** BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].

**d. Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

**e. Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

**f. Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this

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BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

**g. Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

**h. Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

**i. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

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**j. Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

**k. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

**l. Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

**m. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

**n. Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

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**o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

**3. Termination.**

**a. Material Breach.** A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

**b. Judicial or Administrative Proceedings.** CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

**c. Effect of Termination.** Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

**d. Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

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**e. Disclaimer.** CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

**4. Amendment to Comply with Law.**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**5. Reimbursement for Fines or Penalties.**

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017
Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

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

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| Contractor Name: | | Contractor City Vendor ID | |
|---|---|---|---|

# PRIVACY ATTESTATION

**INSTRUCTIONS**: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

**Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

**I. All Contractors.**

| | **DOES YOUR ORGANIZATION…** | **Yes** | **No*** |
|---|---|---|---|
| A | Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)? | | |
| B | Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents? | | |
| | If yes: Name & Title: _____ Phone # _____ Email: _____ | | |
| C | Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH privacy training materials are available for use; contact OCPA at 1-855-729-6040.] | | |
| D | Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.] | | |
| E | Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain , transmit, or access SFDPH's health information? | | |
| F | Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so **AND** that health information is **only transferred or created on encrypted devices approved by SFDPH Information Security staff**? | | |

**II. Contractors who serve patients/clients and have access to SFDPH PHI, must also complete this section.**

| | **If Applicable: DOES YOUR ORGANIZATION…** | **Yes** | **No*** |
|---|---|---|---|
| G | Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause? | | |
| H | Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFDPH.) | | |
| I | Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility? | | |
| J | Document each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations? | | |
| K | When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information? | | |

**III. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.**

| ATTESTED by Privacy Officer or designated person | Name: (print) | | Signature | | Date | |
|---|---|---|---|---|---|---|

**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 | |
|---|---|---|---|

# DATA SECURITY ATTESTATION

**INSTRUCTIONS**: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

**Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

**I. All Contractors.**

| | DOES YOUR ORGANIZATION… | Yes | No* |
|---|---|---|---|
| A | Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years] | | |
| B | Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans? | | |
| | Date of last Data Security Risk Assessment/Audit: | | |
| | Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report: | | |
| C | Have a formal Data Security Awareness Program? | | |
| D | Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)? | | |
| E | Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information? | | |
| | If yes: Name & Title: ____ Phone # ____ Email: ____ | | |
| F | Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.] | | |
| G | Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.] | | |
| H | Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain , transmit, or access SFDPH's health information? | | |
| I | Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)? | | |

**II. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.**

| ATTESTED by Data Security Officer or designated person | Name: (print) | | Signature | | Date | |
|---|---|---|---|---|---|---|

**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

## 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.

**City and County of San Francisco**
**Office of Contract Administration**
**Purchasing Division**

**Fourth Amendment**

THIS **FOURTH** AMENDMENT ("Amendment") is made as of July 1st 2024, in San Francisco, California, by and between **Bayview Hunters Point Foundation** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses; and

WHEREAS, the scope of services described in Appendix A-1 (Adult Behavioral Health) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 08-2017, issued on August 23, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2025; and

WHEREAS, the scope of services described in Appendix A-3 (Children Outpatient) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 01-2017, re-issued on March 24, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2025; and

WHEREAS, the scope of services described in Appendices A-2 (School-Based Centers Balboa), and A-4 (Dimensions LGBT Outpatient) was discontinued on 06/30/2023; and

WHEREAS, the scope of services described in Appendix A-5 (Jelani Family Residential Step-Down Program) was discontinued on 06/30/2024; and

WHEREAS, approval for this Amendment was obtained on 07/15/19 from the Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of $431,051,200 for the period commencing 01/01/18 and ending 01/01/31; and

WHEREAS, approval for this Amendment was obtained on 11/05/18 from the Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission under PSC number 46987-16/17 in the amount of $349,700,000 for the period commencing 07/01/17 and ending 07/01/28;

and

WHEREAS, this Amendment is consistent with an approval obtained from City's Health Commission approved on 05/02/23 in the amount of $20,138,218 for the period commencing 07/01/18 and ending 06/30/24; and

WHEREAS, this Amendment is consistent with an approval obtained from the City's Board of Supervisors under 291-23 approved on 06/07/23 in the amount of Sixteen Million Three

Hundred Thousand Dollars ($16,300,000) for the period commencing 07/01/18 and ending 06/30/24; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of $100,000 or more in a fiscal year and will require the approval of an elected officer of the City; and

Now, THEREFORE, the parties agree as follows:

## Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated 07/01/18 between Contractor and City, as amended by the:

| | |
|---|---|
| First Amendment | dated 05/01/21, and |
| Second Amendment | dated 06/01/21, and |
| Third Amendment | dated 06/01/23 |

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

## Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Term of the Agreement.** Article 2 Term of the Agreement of the Agreement currently reads as follows:

> 2.1 The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2024, unless earlier terminated as otherwise provided herein.
>
> 2.2 The City has 1 option (sic) to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 7/1/24-6/30/28

***Such section is hereby amended in its entirety to read as follows:***

2.1 **Term.** The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2025, unless earlier terminated as otherwise provided herein.

2.2 **Option.** The City has 1 option to renew the Agreement for a period of three years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 07/01/25-06/30/28

2.2 **Financial Matters.** Section 3.3.1 Calculation of Charges of the Original Agreement currently reads as follows:

3.3.1 **Calculation of Charges.** 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 **Sixteen Million Three Hundred Thousand Dollars ($16,300,000).** The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

***Such section is hereby amended in its entirety to read as follows:***

3.3.1 **Calculation of Charges.** 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 **Sixteen Million Eight Hundred Thousand Dollars ($16,800,000).** The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.3 **Appendices A-1 and A-3.** Appendices A-1 and A-3 are hereby replaced in its entirety by Appendices A-1 and A-3 (for FY24-25), attached to this Amendment and fully incorporated within the Agreement.

2.4 **Appendix B.** Appendix B is hereby replaced in its entirety by Appendix B (For FY 24-25), attached to this Amendment and fully incorporated within the Agreement.

2.5 **Appendices B-1 and B-3**. Appendices B-1 and B-3 are hereby replaced in its entirety by Appendices B-1 and B-3 (for FY24-25), attached to this Amendment and fully incorporated within the Agreement.

2.6 **Appendix D**. Appendix D is hereby replaced in its entirety by Appendix D, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix D in any place, the true meaning shall be Appendix D, which is a correct and updated version.

2.7 **Appendix E**. Appendix E is hereby replaced in its entirety by Appendix E Dated: OCPA & CAT v1/10/2024, and Attestation forms 06-07-2017, and Protected Information Destruction Order Purge Certification 01-10-2024, attached to this Amendment and incorporated within the Agreement.

## Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Section 10.15 Public Access to Nonprofit Records and Meetings.** Section 10.15 of the Agreement is replaced in its entirety to read as follows:

**10.15. Nonprofit Contractor Requirements.**

**10.15.1. Good Standing.** If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

**10.15.2. Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least $250,000 in City funds or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

3.2 **Section 4.2 Personnel.** *Section 4.2 of the Agreement is replaced in its entirety to read as follows:*

**4.2 Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit

sufficient resources for timely completion within the project schedule specified in this Agreement.

## Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after .

## Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY
Recommended by:

DocuSigned by:
Hillary Kunins 10/17/2024 | 6:33 PM PDT
2DAAE14FF6AC4A7...
Grant Colfax, MD
Director of Health
Department of Public Health

CONTRACTOR
Bayview Hunters Point Foundation

DocuSigned by:
James Bouquin 10/17/2024 | 10:33 AM PDT
E456A946F9C049D...
James Bouquin
Executive Director

City Supplier number: 0000024522

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Louise Simpson 10/17/2024 | 10:54 AM PDT
8D54168A4C3B452...
Louise Simpson
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration, and Purchaser

By: Signed by:
Sailaja Kurella 10/23/2024 | 6:52 PM PDT
78EAEA4AB01C4E0...

1. **Identifiers:**
   Program Name: Adult Behavioral Health
   1625 Carroll Ave., San Francisco, CA, 94124
   Telephone: 415-822-7500 Fax: 415-822-9767
   Website Address: www.bayviewci.org

   Contractor Address: 5815 Third Street, San Francisco, CA, 94124

   Executive Director: James Bouquin
   Telephone: 628-336-1971
   Email Address: James.Bouquin@bayviewci.org

   Program Director: Eric Anthony Lee
   Telephone: 415- 822-7500 x 115
   Email Address: eric.lee@bayviewci.org

   Program Code(s): 3851-3

2. **Nature of Document:**

   ☐ Original X Contract Amendment Revision to Program Budgets (RPB)

3. **Goal Statement:**
   BVHP Adult Outpatient program provides mental health services to community members (adults 18 and over) that support healthy development, increases stability, self-sufficiency, and success in community living. We provide mental health services, including assessment (plan development, mental health evaluation), individual therapy, group therapy, family therapy, collateral contact, rehabilitation services, targeted case management, crisis intervention, medication support services, and outreach/consultation services based on client need and preference, both face-to-face and telehealth services will be made available to clients for all offered services.

4. **Priority Population:**
   Adult clients who meet the county's eligibility guidelines and admissions criteria; however, with a focus on the residents in the Southeast neighborhoods of the city who are exposed to trauma, financial stress, homelessness and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. BVHPF makes every effort to serve all San Franciscans in need. While Bayview Hunters Point Foundation for Community Improvement welcomes and services all ethnicities and populations from all communities throughout San Francisco, services are also designed to meet the cultural and linguistic needs of the African American and Latino population primarily residing in the Southeast sector of Bayview Hunters Point and Sunnydale communities of San Francisco. Where a particular program is not the best fit, staff will make an appropriate referral either internally or to a co-service provider in San Francisco.

**5. Modality(s)/Intervention(s):**
Please see Appendix B-1 CRDC page for detailed service breakdown.

Mental health services include assessment (plan development, mental health evaluation), individual therapy, group therapy, collateral contact, case management, crisis intervention, outreach services/consultation services, and medication support services.

Based on client need and preference, both face-to-face and telehealth services will be made available to clients for all offered services.

**6. Methodology:**

A. Outreach, recruitment, promotion, and advertisement
BVHPF IBHS conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff is also connected with the Bayshore, SAFE navigation, Jelani Residential Family Residential Step- Down Program, Bayview Hills Gardens, Arlington SRO, Candlestick Point Vehicle Triage Center, community partners, and downtown SIP hotels/street outreach to receive referrals to provide service to clients who are being placed in housing in the Southeast neighborhoods.

B. Admission, enrollment and/or intake criteria and process where applicable
Clients served at BVHP IBHS must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for Medi-Cal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

C. Service delivery model
The BVHPF IBHS provides outpatient services that are primarily either clinic or community based or in a telehealth format but can be delivered when appropriate in the field or at client residences to improve access to care. The clinic will operate Monday through Friday from 9am-5pm and clinicians/case managers may provide services up to 9:30 pm on community sites for patients unable to access the office or adjust to telehealth services thereby meeting clients where they are "at." For all client cases, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHPF IBHS does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHPF IBHS will use evidence-based practices for the treatment of clients including but not limited to motivational interviewing, acceptance and commitment

therapy (ACT), cognitive behavioral therapy (CBT), insight-oriented therapy, family systems therapy, dialectical behavior therapy (DBT), brief therapy, psychoanalytic, and trauma focused approaches (ex.: cognitive processing therapy (CPT)).

Treatment will be administered using the following modalities:
-Assessment -Individual Therapy -Group Therapy
-Targeted case management
-Medication support services -Crisis intervention -Care Coordination

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through use of translation services provided by the Department of Public Health.

The Bayview Integrated Behavioral Health Service participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians. Priority referrals include Foster Care Mental Health, Child Protective Services (CPS), and Gold Cards (high risk, frequent service users).

D. Discharge Planning and exit criteria and process
The exit criteria for BVHPF IBHS are based upon attainment of the goals and desired outcomes outlined in the treatment plan of care. Staff will continually track client progress and will use a step-down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkages to desired resources such has case management, housing support, medical care and/or vocational training so that clients have a network of continuous resources.

E. Program staffing
The BVHPF IBHS is staffed with licensed and license-eligible marriage and family therapists, social workers, professional clinical counselors, psychologists, board certified psychiatrists, and clinical case managers. All staff is dedicated to serving the community and are responsive to issues of ethnicity, culture, language and gender. Ongoing trainings and supervision are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHPF IBHS is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also working to re-start its practicum training program to bring more developing professionals into the community mental health field.

**7. Objectives and Measurements:**
All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance objectives FY 23-24.

**8. Continuous Quality Improvement:**

A. Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPF IBHS abides by the guidelines and mandates as described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

B. Achievement of contract performance objectives and productivity
The Bayview Integrated Behavioral Health Service follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Avatar reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If a particular staff member is found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

C. Quality of documentation
The BVHPF IBHS identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participate in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All new staff is subject to ongoing documentation review and co-signing by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to Medi-Cal standards.

Once a staff member no longer requires a co-signer, their notes, assessments and treatment plans are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency

As of October 1, 2021, we have resumed the Program Utilization Review Quality Committee (PURQC) delegation which meets weekly for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

D. Cultural Competency
The Bayview Hunters Point Foundation recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally-relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and other on-site trainings. Guest presenters in particular will be included in on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

E. Client Satisfaction
The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff, and clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

F. Timely completion and use of outcome data
The Bayview Integrated Behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including ANSA scoring. All required resource documents are completed within the timelines designated by CBHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year and is available for review at any time by the DPH Business Office Contract Compliance (BOCC) staff during monitoring visits.

9. **Required Language:** N/A
10. **Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):** N/A

1. **Identifiers:**

   **Program Name**: Children Outpatient
   Program Address: 1625 Carroll, San Francisco, CA, 94124
   Telephone: 415-822-7500 Fax: 415-822-9767
   Website Address: www.bayviewci.org

   Contractor Address: 5815 Third Street, San Francisco, CA, 94124 Executive Director: James Bouquin
   Telephone: 628-336-1971
   Email Address: james.bouquin@bayviewci.org

   Program Director: Eric Anthony Lee
   Telephone: 415- 822-7500 x 115
   Email Address: eric.lee@bayviewci.org

   Program Code(s): 3851-6

2. **Nature of Document:**

   ☐ Original ☒ Contract Amendment Revision to Program Budgets (RPB)

3. **Goal Statement:**

   BVHP Children Outpatient program provides mental health services to young community members (children up to the age of 18) and their families that will support healthy development and improve functioning in the home, school, and community. We provide mental health services, including assessment (plan development, mental health evaluation), individual therapy, group therapy, family therapy, collateral contact, rehabilitation services, targeted case management, crisis intervention, and outreach/consultation services.

4. **Priority Population:**

   Youth under the age of 18 years within the SFUSD's Bayview Superintendent Zone and who meet the county's eligibility guidelines and admissions criteria with a primary focus on residents in the Southeast neighborhoods who have been exposed to trauma, familial financial stress, homelessness, and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. While Bayview Hunters Point Foundation for Community Improvement welcomes and services all ethnicities and populations from all communities throughout San Francisco, services are also designed to meet the cultural and linguistic needs of the African American and Latino youth population primarily residing in the Southeast sector of Bayview Hunters Point and Sunnydale communities of San Francisco.
   The program also has positions funded through the ERMHS service specifically to provide school- based therapy services to students across the SFUSD. BVHPFCI makes every effort to serve all San Franciscans in need. Where a particular program is not the best fit, staff will make an appropriate referral, either internally or to a co-service provider in San Francisco.

**5. Modality(s)/Intervention(s):**

Please see Appendix B-1 CRDC page for detailed service breakdown.

Mental health services include assessment (plan development, mental health evaluation), individual therapy, group therapy, family therapy, collateral contact, case management, crisis intervention and outreach services/consultation services.

Based on need, both face to face and telehealth services will be made available to clients for all offered services. Now that in-person instruction has resumed for SFUSD, school-based services are be provided as well when meetings can be accommodated in COVID safety compliant rooms.

**6. Methodology:**

Outreach, recruitment, promotion, and advertisement

BVHPF IBHS conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff are also partnering more closely with local schools and youth service organizations to encourage access to care.

Admission, enrollment and/or intake criteria and process where applicable

Clients served at BVHP IBHS must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

Service delivery model

The BVHPF IBHS provides outpatient services that are primarily either clinic based or in a telehealth format but can be delivered when appropriate in the field or at client residences to improve access to care. The clinic will operate Monday through Friday from 9am-5pm. For all client cases, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHPF IBHS does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHPF IBHS will use evidence-based practices for the treatment of clients including but not limited to: motivational interviewing, acceptance and commitment therapy (ACT), cognitive behavioral therapy (CBT), insight oriented therapy, family systems therapy, dialectical behavior therapy (DBT), brief therapy, psychoanalytic, child-centered play therapy, art therapy and trauma focused approaches (ex.: cognitive processing therapy (CPT)).

Treatment will be administered using the following modalities:

-Assessment
-Individual Therapy
-Group Therapy
-Family therapy
-Collateral services
-Targeted case management
-Crisis intervention
-Case management

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through use of translation services provided by the Department of Public Health.

The Bayview Integrated Behavioral Health Service participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow-up and assignment to clinicians. Priority referrals include Foster Care Mental Health, Child Protective Services (CPS), and Child Crisis.

A. Discharge Planning and exit criteria and process.
The exit criteria for BVHPF IBHS are based upon attainment of the goals and desired outcomes outlined in the treatment plan of care. Staff will continually track client progress and will use a step-down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkages to desired resources such has case management, ongoing educational support and/or vocational training so that clients have a network of continuous resources.

B. Program staffing
The BVHPF IBHS is staffed with licensed and license-eligible marriage and family therapists, professional clinical counselors, social workers, psychologists, and licensed board-certified psychiatrists. All staff are dedicated to serving the community and are responsive to issues of ethnicity, culture, language, and gender. Ongoing training and supervision are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHPF IBHS is currently fully staffed but due to ongoing growth and in anticipation of possible turnover, the agency is focused on ongoing staff recruitment through maintaining connections with local alumni organizations and training programs. Due to the pandemic, the program was not able to restart its training program during FY 22-23 but we are hoping to re-start

the practicum training program in the next year to bring more developing professionals into the community mental health field.

7. **Objectives and Measurements:**
All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance objectives FY 23-24.

8. **Continuous Quality Improvement:**
Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPF IBHS abides by the guidelines and mandates as described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

***Achievement of contract performance objectives and productivity***
The Bayview Integrated Behavioral Health Service follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Avatar reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If particular staff are found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

***Quality of documentation***
The BVHPF IBHS identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participate in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All new staff are subject to ongoing documentation review and co-signing by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to Medi-Cal standards. Once a staff member no longer requires a co-signer, their notes, assessments, and treatment plans are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency.

As of October 1, 2021 our updated Program Utilization Review Quality Committee (PURQC) delegation agreement was approved and we have resumed this weekly service authorization process. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding treatment plans scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

A. ***Cultural Competency***
The Bayview Hunters Point Foundation recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and other on-site trainings. Guest presenters will be included in on-site training. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

B. ***Client Satisfaction***
The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff and clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

C. ***Timely completion and use of outcome data***
The Bayview Integrated Behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including CANS and PSC-35 data. All required resource documents are completed within the timelines designated by CBHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

9. **Required Language:** N/A

10. **Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):** N/A

**Appendix B**
**Calculation of Charges**

**1. Method of Payment**

A. For the purposes of this Section, "General Fund" shall mean all those funds, which are not Work Order or Grant funds. "General Fund Appendices" shall mean all those appendices, which include General Fund monies. Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner

(1) For contracted services reimbursable by Fee for Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

CONTRACTOR shall submit monthly invoices in the format attached, Appendix **F**, and in a form acceptable to the Contract Administrator, by the fifteenth (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 – March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

**2. Program Budgets and Final Invoice**

A. Program Budgets are listed below and are attached hereto:

B-1: Adult Behavioral Health
B-2: School-Based Centers (Balboa) – discontinued on 06/30/23
B-3: Children Outpatient
B-4: Dimensions LGBT – discontinued on 06/30/23
B-5 Jelani Family Program – discontinued on 06/30/24

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, ~~$817,144~~ $279,295 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

C. For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

D. The amount for each fiscal year, to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in Section 3.7 section of this Agreement.

(1). Estimated Funding Allocations

| contract term | estimated funding allocation |
|---|---|
| July 1, 2018 - June 30, 2019 | $1,214,293 |
| July 1, 2019 - June 30, 2020 | $2,031,313 |
| July 1, 2020 - June 30, 2021 | $2,249,424 |
| 21-22 CODB/ MCO DV | $77,638 |
| July 1, 2021 - June 30, 2022 | $2,575,401 |
| July 1, 2022 - June 30, 2023 | $2,452,122 |
| July 1, 2023 - June 30, 2024 | ~~$2,779,082~~ $3,316,931 |
| July 1, 2024 - June 30, 2025 | $2,603,583 |
| total | ~~15,982,856~~ $16,520,705 |
| contingency | ~~817,144~~ $279,295 |
| total | 16,800,000 |

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**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 | 00341 | | | | | | | Appendix B, Page 1 |
| Legal Entity Name/Contractor Name | Bayview Hunters Point Foundation | | | | | | Fiscal Year | 2024-2025 |
| Contract ID Number | 1000011308 | | | | | | Funding Notification Date | 08/08/23 |
| Appendix Number | B-1 | B-2 | B-3 | B-4 | B-5 | B-# | B-# | |
| Provider Number | | | | | | | | |
| Program Name | Adult Behavioral Health | School-based Centers | Children Outpatient | Dimensions | Jelani Family Program | | | |
| Program Code | 38513 | 38518 | 38516 | | 3816SD | | | |
| Funding Term | 07/01/2024-06/30/2025 | 07/01/2023-06/15/2024 | 07/01/2024-06/30/2025 | 07/01/2023-06/30/2024 | 07/01/2023-06/30/2024 | | | |
| **FUNDING USES** | | | | | | | | TOTAL |
| Salaries | $ 585,894 | | $ 629,606 | | | | | $ 1,215,500 |
| Employee Benefits | $ 174,566 | | $ 158,989 | | | | | $ 333,555 |
| **Subtotal Salaries & Employee Benefits** | **$ 760,460** | | **$ 788,595** | $ - | | $ - | $ - | **$ 1,549,055** |
| Operating Expenses | $ 475,012 | | $ 239,917 | | | | | **$ 714,929** |
| Capital Expenses | | | | | | | | $ - |
| **Subtotal Direct Expenses** | **$ 1,235,472** | | **$ 1,028,512** | $ - | | $ - | $ - | **$ 2,263,984** |
| Indirect Expenses | $ 185,321 | | $ 154,277 | | | | | **$ 339,598** |
| Indirect % | **15.0%** | | **15.0%** | **0.0%** | | **0.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | **$ 1,420,793** | | **$ 1,182,790** | $ - | | $ - | $ - | **$ 2,603,583** |
| | | | | | | | | |
| **BHS MENTAL HEALTH FUNDING SOURCES** | | | | | | | | |
| MH Adult Fed SDMC FFP (50%) | $ 470,922 | | | | | | | $ 470,922 |
| MH Adult State 1991 MH Realignment | $ 154,812 | | | | | | | $ 154,812 |
| MH Adult County General Fund | $ 795,059 | | | | | | | $ 795,059 |
| MH CYF Fed SDMC FFP (50%) | | | $ 279,260 | | | | | |
| MH CYF Fed SDMC FFP (50%) ERMHS | | | $ 150,000 | | | | | |
| MH CYF State 2011 PSR-EPSDT | | | $ 150,485 | | | | | |
| MH CYF Fed SDMC FFP (50%) ERMHS | | | $ 150,000 | | | | | |
| MH CYF County General Fund | | | $ 293,204 | | | | | |
| MH CYF County GF ERMHS | | | $ 119,000 | | | | | |
| MH MHSA (CYF) Match | | | $ 6,500 | | | | | |
| MH CYF County GF WO CODB | | | $ 34,340 | | | | | |
| MH MHSA (PEI) | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | **$ 1,420,793** | $ - | **$ 1,182,789** | $ - | $ - | $ - | $ - | **$ 2,603,582** |
| **BHS SUD FUNDING SOURCES** | | | | | | | | |
| SUD Fed SABG Discretionary, CFDA 93.959 | | | | | | | | $ - |
| SUD County General Fund | | | | | | | | $ - |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| **TOTAL BHS SUD FUNDING SOURCES** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **OTHER DPH FUNDING SOURCES** | | | | | | | | |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| **TOTAL OTHER DPH FUNDING SOURCES** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **TOTAL DPH FUNDING SOURCES** | **$ 1,420,793** | $ - | **$ 1,182,789** | $ - | $ - | $ - | $ - | **$ 2,603,582** |
| **NON-DPH FUNDING SOURCES** | | | | | | | | |
| | | | | | | | | $ - |
| | | | | | | | | $ - |
| **TOTAL NON-DPH FUNDING SOURCES** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | **$ 1,420,793** | $ - | **$ 1,182,789** | $ - | $ - | $ - | $ - | **$ 2,603,582** |
| **Prepared By** | Simba Ndemera | | | | | **Phone Number** | 415-350-5205 | |

**Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)**

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-1 |
| Provider Name | Bayview Hunters Point Found | Page Number | 2 |
| Provider Number | 3851 | Fiscal Year | 2024-2025 |
| Contract ID Number | 1000011308 | g Notification Date | 08/08/23 |

| | | | |
|---|---|---|---|
| Program Name | | Adult Behavioral Health | |
| Program Code | | 38513 | |
| Mode/SFC (MH) or Modality (SUD) | | 15 | |
| Service Description | | Outpatient Services | |
| Funding Term (mm/dd/yy-mm/dd/yy): | | 07/01/2024-06/30/2025 | |
| **FUNDING USES** | | | **TOTAL** |
| Salaries & Employee Benefits | | $ 933,550 | $ 933,550 |
| Operating Expenses | | $ 301,922 | $ 301,922 |
| Capital Expenses | | | $ - |
| **Subtotal Direct Expenses** | | **$ 1,235,472** | **$ 1,235,472** |
| Indirect Expenses | | $ 185,321 | $ 185,321 |
| **Indirect %** | | **15.0%** | **15.0%** |
| **TOTAL FUNDING USES** | | **$ 1,420,793** | **$ 1,420,793** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | |
| MH Adult Fed SDMC FFP (50%) | 251984-10000-10001792-0001 | $ 470,922 | $ 470,922 |
| MH Adult State 1991 MH Realignment | 251984-10000-10001792-0001 | $ 154,812 | $ 154,812 |
| MH Adult County General Fund | 251984-10000-10001792-0001 | $ 795,059 | $ 795,059 |
| | | | $ - |
| This row left blank for funding sources not in drop-down list | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | **$ 1,420,793** | **$ 1,420,793** |
| **BHS SUD FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | |
| | | | $ - |
| | | | $ - |
| | | | $ - |
| This row left blank for funding sources not in drop-down list | | | $ - |
| **TOTAL BHS SUD FUNDING SOURCES** | | **$ -** | **$ -** |
| **OTHER DPH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | |
| | | | $ - |
| This row left blank for funding sources not in drop-down list | | | $ - |
| **TOTAL OTHER DPH FUNDING SOURCES** | | **$ -** | **$ -** |
| **TOTAL DPH FUNDING SOURCES** | | **$ 1,420,793** | **$ 1,420,793** |
| **NON-DPH FUNDING SOURCES** | | | |
| | | | |
| This row left blank for funding sources not in drop-down list | | | $ - |
| **TOTAL NON-DPH FUNDING SOURCES** | | **$ -** | **$ -** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | | **1,420,793** | **1,420,793** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | |
| Number of Beds Purchased | | | |
| SUD Only - Number of Outpatient Group Counseling Sessions | | | |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs | | | |
| Payment Method | | Cost Reimbursement (CR) | |
| DPH Units of Service/Hours to Bill (LOF) | | 1,362 | |
| Unit Type | | Staff Hour | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | $ 1,043.17 | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | $ 1,043.17 | |
| Published Rate (Medi-Cal Providers Only) | | | **Total UDC** |
| Unduplicated Clients (UDC) | | Included | 275 |

Docusign Envelope ID: 48EDDE3F-5E52-4D18-8969-6ADEEFB6FD44

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011308
Program Name B-1
Program Code 38513

## Outpatient Services Only

Appendix Number B-1
Page Number 3
Fiscal Year 2024-2025
Funding Notification Date 08/08/23

| | | Total Budgeted FTE | Total Budgeted Salaries | Practitioner Type | Portion of FTE Providing Services to Clients | Portion of FTE Providing Program Support | FY23/24 Level of Effort (LOE) Target | 251984-10000-10001792-001 | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Use the dropdown to select the appropriate Practitioner Type for all positions. Direct Patient Care Percentages are fixed by Practitioner Type using DHCS recommendations. | Include all billable and non-billable time for staff providing services to the client. | Include only time involved in program support activities. Examples include Program Director & QA. | LOE Formula: Column E (Estimated Direct Patient Care %) X Column F (Portion of FTE Providing Services to Clients) X 46 weeks X 40 hours | | | | | | | | | | | | |
| Funding Term | | 07/01/2023-06/30/2024 | | | | | | 07/01/2024-06/30/2025 | | mm/dd/yy-mm/dd/yy | | mm/dd/yy-mm/dd/yy | | mm/dd/yy-mm/dd/yy | | mm/dd/yy-mm/dd/yy | | mm/dd/yy-mm/dd/yy | |
| Position Title | | FTE | Salaries | | | | | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries |
| Chief Mission Officer | Pamela Gilmore | 0.30 | $ 51,000.05 | No DHCS Practitioner type applies. Non-billable | 0.15 | 0.15 | - | 0.30 | $ 51,000 | | | | | | | | | | |
| Executive Assistant | Andrea Evans | 0.30 | $ 24,000.05 | No DHCS Practitioner type applies. Non-billable | 0.15 | 0.15 | - | 0.30 | $ 24,000 | | | | | | | | | | |
| Quality Assurance Coordinator | Antwanette Adams | 0.20 | $ 10,560.00 | No DHCS Practitioner type applies. Non-billable | 0.10 | 0.10 | - | 0.20 | $ 10,560 | | | | | | | | | | |
| Facility Coordinator | Philip Gray Sr. | 0.16 | $ 8,320.00 | No DHCS Practitioner type applies. Non-billable | 0.08 | 0.08 | - | 0.16 | $ 8,320 | | | | | | | | | | |
| Janitor | Blanca Guzman | 0.25 | $ 11,440.00 | No DHCS Practitioner type applies. Non-billable | 0.13 | 0.13 | - | 0.25 | $ 11,440 | | | | | | | | | | |
| | | | | | | | | | $ - | | | | | | | | | | |
| | | | | | | | | | $ - | | | | | | | | | | |
| Director | Eric Lee | 0.25 | $ 32,500.00 | No DHCS Practitioner type applies. Non-billable | 0.13 | 0.13 | - | 0.25 | $ 32,500 | | | | | | | | | | |
| Behaviorial Health Program Manager | Linda Nicholson | 0.30 | $ 21,000.02 | No DHCS Practitioner type applies. Non-billable | 0.15 | 0.15 | - | 0.30 | $ 21,000 | | | | | | | | | | |
| Behaviorial Health Billing Coordinator | Renee R. Johnson | 0.30 | $ 16,224.00 | No DHCS Practitioner type applies. Non-billable | 0.15 | 0.15 | - | 0.30 | $ 16,224 | | | | | | | | | | |
| Behaviorial Health Supervisor | Ursula Choice | 0.30 | $ 24,000.00 | No DHCS Practitioner type applies. Non-billable | 0.15 | 0.15 | - | 0.30 | $ 24,000 | | | | | | | | | | |
| Behaviorial Health Assistant | Melanie Cruz | 0.29 | $ 18,850.00 | No DHCS Practitioner type applies. Non-billable | 0.15 | 0.15 | - | 0.29 | $ 18,850 | | | | | | | | | | |
| Behaviorial Health Medical Record Clerk | Clarissa L. McDaniel | 0.25 | $ 13,000.00 | No DHCS Practitioner type applies. Non-billable | 0.13 | 0.13 | - | 0.25 | $ 13,000 | | | | | | | | | | |
| | | | | | | | - | | $ - | | | | | | | | | | |
| | | | | | | | - | | $ - | | | | | | | | | | |
| Mental Health Clinician | Breanna Herron | 1.00 | $ 45,000.00 | LPHA (MFT, LCSW, LPCC) / Intern or Waivered LPHA (MF | 0.50 | 0.20 | 368.00 | 0.50 | $ 45,000 | | | | | | | | | | |
| Mental Health Clinician | Trey Kerr | 1.00 | $ 90,000.00 | LPHA (MFT, LCSW, LPCC) / Intern or Waivered LPHA (MF | 0.50 | 0.50 | 368.00 | 1.00 | $ 90,000 | | | | | | | | | | |
| Mental Health Clinician | Samuel McFarland | 0.50 | $ 90,000.00 | LPHA (MFT, LCSW, LPCC) / Intern or Waivered LPHA (MF | 0.25 | 0.25 | 184.00 | 1.00 | $ 90,000 | | | | | | | | | | |
| Mental Health Clinician | Favin Mehari | 1.00 | $ 90,000.00 | LPHA (MFT, LCSW, LPCC) / Intern or Waivered LPHA (MF | 0.50 | 0.50 | 368.00 | 1.00 | $ 90,000 | | | | | | | | | | |
| | | | $ - | | | | - | | $ - | | | | | | | | | | |
| Nurse Practitioner | Rhome Palmea | 0.20 | $ 40,000.00 | Nurse Practitioner - 40% | 0.10 | 0.10 | 73.60 | 0.20 | $ 40,000 | | | | | | | | | | |
| | | | | | | | - | | | | | | | | | | | | |
| Totals: | | 6.60 | $ 585,894.12 | | 3.30 | 3.00 | 1,361.60 | 6.60 | $ 585,894.12 | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - |
| Employee Benefits: | | 29.79% | $ 174,566.00 | | | | | 29.79% | $ 174,566.00 | 0.00% | | 0.00% | | 0.00% | | 0.00% | | 0.00% | |
| TOTAL SALARIES & BENEFITS | | | $ 760,460.00 | | | | | | $ 760,460.00 | | $ - | | $ - | | $ - | | $ - | | $ - |

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308
Program Name B-1
Program Code 38513

Appendix Number B-1
Page Number 4
Fiscal Year 2024-2025
Funding Notification Date 08/08/23

| Expense Categories & Line Items | | | TOTAL | 251984-10000-10001792-001 | | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|---|---|---|---|---|---|---|---|---|
| **Funding Term** | | | 07/01/2023-06/30/2024 | 07/01/2024-06/30/2025 | (mm/dd/yy-mm/dd/yy) | (mm/dd/yy-mm/dd/yy) | (mm/dd/yy-mm/dd/yy) | (mm/dd/yy-mm/dd/yy) | (mm/dd/yy-mm/dd/yy): |
| Rent | | | $ 59,612.00 | $ 59,612.00 | | | | | |
| Utilities (telephone, electricity, water, gas) | | | $ 19,000.00 | $ 19,000.00 | | | | | |
| Building Repair/Maintenance | | | $ 1,200.00 | $ 1,200.00 | | | | | |
| **Occupancy Total:** | | | **$ 79,812.00** | **$ 79,812.00** | $ - | $ - | $ - | $ - | $ - |
| Office Supplies | | | $ 3,600.00 | $ 3,600.00 | | | | | |
| IT Support | | | $ 6,000.00 | $ 6,000.00 | | | | | |
| Program Supplies | | | $ 8,000.00 | $ 8,000.00 | | | | | |
| Computer Hardware/Software | | | $ 7,000.00 | $ 7,000.00 | | | | | |
| **Materials & Supplies Total:** | | | **$ 24,600.00** | **$ 24,600.00** | $ - | $ - | $ - | $ - | $ - |
| Training/Staff Development | | | $ 6,000.00 | $ 6,000.00 | | | | | |
| Insurance | | | $ 17,000.00 | $ 17,000.00 | | | | | |
| Professional License | | | $ 2,800.00 | $ 2,800.00 | | | | | |
| Permits | | | $ - | | | | | | |
| Equipment Lease & Maintenance | | | $ 6,810.00 | $ 6,810.00 | | | | | |
| **General Operating Total:** | | | **$ 32,610.00** | **$ 32,610.00** | $ - | $ - | $ - | $ - | $ - |
| Local Travel | | | $ 1,200.00 | $ 1,200.00 | | | | | |
| Out-of-Town Travel | | | $ - | | | | | | |
| Field Expenses | | | $ - | | | | | | |
| **Staff Travel Total:** | | | **$ 1,200.00** | **$ 1,200.00** | $ - | $ - | $ - | $ - | $ - |
| Ruth DePeralta | $200 | 7/1/23 to -6/30/24 | $ 192,000.00 | $ 192,000 | | | | | |
| Ina Moon MFT - Clinical supervision, consultation and training. | $125 | 7/1/23 to -6/30/24 | $ 62,500.00 | $ 62,500 | | | | | |
| Dr. Ross Quinn - Medical Director | $160 | 7/1/23 to -6/30/24 | $ 63,540.00 | $ 63,540 | | | | | |
| Susan Doucette - Clinical Consulting | $125 | 7/1/23 to -6/30/24 | $ 18,750.00 | $ 18,750 | | | | | |
| | | | $ - | | | | | | |
| **Consultant/Subcontractor Total:** | | | **$ 336,790.00** | **$ 336,790.00** | $ - | $ - | $ - | $ - | $ - |
| Other (provide detail): | | | $ - | | | | | | |
| | | | $ - | | | | | | |
| | | | $ - | | | | | | |
| **Other Total:** | | | **$ -** | **$ -** | $ - | $ - | $ - | $ - | $ - |
| **TOTAL OPERATING EXPENSE** | | | **$ 475,012.00** | **$ 475,012.00** | $ - | $ - | $ - | $ - | $ - |

**Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)**

| | | | |
|---|---|---|---|
| DHCS Legal Entity Number | 00341 | Appendix Number | B-3 |
| Provider Name | Bayview Hunters Point Foundation | Page Number | 5 |
| Provider Number | 3851 | Fiscal Year | 2024-2025 |
| Contract ID Number | 1000011308 | Funding Notification Date | 08/08/23 |

| | | | | |
|---|---|---|---|---|
| Program Name | | Children Outpatient | | |
| Program Code | | 38516 | | |
| Mode/SFC (MH) or Modality (SUD) | | 15 | | |
| Service Description | | Outpatient Services | | |
| Funding Term (mm/dd/yy-mm/dd/yy): | | 07/01/2024-06/30/2025 | | |
| **FUNDING USES** | | | | **TOTAL** |
| Salaries & Employee Benefits | | $ 788,595 | | $ 788,595 |
| Operating Expenses | | $ 239,917 | | $ 239,917 |
| Capital Expenses | | | | $ - |
| **Subtotal Direct Expenses** | | **$ 1,028,512** | **$ -** | **$ 1,028,512** |
| Indirect Expenses | | $ 154,277 | | $ 154,277 |
| **Indirect %** | | **15.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | | **$ 1,182,789** | **$ -** | **$ 1,182,789** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | |
| MH CYF Fed SDMC FFP (50%) | 251962-10000-10001670-0001 | $ 279,261 | | $ 279,261 |
| MH CYF Fed SDMC FFP (50%) ERMHS | 251982-10000-10037431-0001 | $ 150,000 | | $ 150,000 |
| MH CYF State 2011 PSR-EPSDT | 251962-10000-10001670-0001 | $ 150,485 | | $ 150,485 |
| MH CYF Fed SDMC FFP (50%) ERMHS | 251982-10000-10037431-0001 | $ 150,000 | | $ 150,000 |
| MH CYF County General Fund | 251962-10000-10001670-0001 | $ 293,203 | | $ 293,203 |
| MH CYF County GF ERMHS | 251962-10000-10001670-0001 | $ 119,000 | | $ 119,000 |
| MH MHSA (CYF) Match | 11630-251984-17156-10031199-0085 | $ 6,500 | | $ 6,500 |
| MH CYF County GF WO CODB | 251962-10000-10001670-0001 | $ 34,340 | | $ 34,340 |
| | | | | $ - |
| This row left blank for funding sources not in drop-down list | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | **$ 1,182,789** | **$ -** | **$ 1,182,789** |
| **BHS SUD FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| This row left blank for funding sources not in drop-down list | | | | $ - |
| **TOTAL BHS SUD FUNDING SOURCES** | | **$ -** | **$ -** | **$ -** |
| **OTHER DPH FUNDING SOURCES** | **Dept-Auth-Proj-Activity** | | | |
| | | | | $ - |
| This row left blank for funding sources not in drop-down list | | | | $ - |
| **TOTAL OTHER DPH FUNDING SOURCES** | | **$ -** | **$ -** | **$ -** |
| **TOTAL DPH FUNDING SOURCES** | | **$ 1,182,789** | **$ -** | **$ 1,182,789** |
| **NON-DPH FUNDING SOURCES** | | | | |
| | | | | |
| This row left blank for funding sources not in drop-down list | | | | $ - |
| **TOTAL NON-DPH FUNDING SOURCES** | | **$ -** | **$ -** | **$ -** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | | **1,182,789** | **-** | **1,182,789** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | |
| Number of Beds Purchased | | | | |
| SUD Only - Number of Outpatient Group Counseling Sessions | | | | |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs | | | | |
| Payment Method | | Cost Reimbursement (CR) | | |
| DPH Units of Service/Hours to Bill (LOF) | | 2,245 | | |
| Unit Type | | Staff Hour | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | $ 526.85 | $ - | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | | $ 526.85 | $ - | |
| Published Rate (Medi-Cal Providers Only) | | | | **Total UDC** |
| Unduplicated Clients (UDC) | | Included | | 60 |

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Contract ID Number: 1000011308
Program Name: Children Outpatient
Program Code: 38515

## Outpatient Services Only

Appendix Number: B-3
Page Number: 6
Fiscal Year: 2024-2025
Funding Notification Date: 08/08/23

| | | Total Budgeted FTE | Total Budgeted Salaries | Practitioner Type | Portion of FTE Providing Services to Clients | Portion of FTE Providing Program Support | FY23/24 Level of Effort (LOE) Target | 251962-10000-10001671-0001 (0.74) | | 251982-10000-10037431-0001 (0.25) | | 11830-251984-17156-10031189-0085 (0.01) | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Use the dropdown to select the appropriate Practitioner Type for all positions. Direct Patient Care Percentages are fixed by Practitioner Type using DHCS recommendations. | Include all billable and non-billable time for staff providing services to the client. | Include only time involved in program support activities. Examples include Program Director & QA. | LOE Formula: Column E (Estimated Direct Patient Care %) X Column F (Portion of FTE Providing Services to Clients) X 45 weeks X 40 hours | | | | | | | | | | | | | |
| Funding Term | | 07/01/2024-06/30/2025 | | | | | | 07/01/2023-06/30/2024 | | mm/dd/yyyy-mm/dd/yyyy | | mm/dd/yyyy-mm/dd/yyyy | | mm/dd/yyyy-mm/dd/yyyy | | mm/dd/yyyy-mm/dd/yyyy | | mm/dd/yyyy-mm/dd/yyyy | | |
| Position Title | | FTE | Salaries | | | | | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries | |
| Chief Mission Officer | Pamela Demore | 0.10 | $ 11,000.00 | No DHCS Practitioner type applies. Non-billable | 0.10 | 0.10 | - | 0.10 | 12,580 | 0.10 | 4,250 | 0.10 | 170 | | | | | | | $ 170,000 |
| Executive Assistant | Andrea Evans | 0.10 | $ 4,000.00 | No DHCS Practitioner type applies. Non-billable | 0.05 | 0.05 | - | 0.10 | 1,620 | 0.10 | 2,000 | 0.10 | 80 | | | | | | | $ 80,000 |
| Director | Eric Lee | 0.25 | $ 37,500.00 | No DHCS Practitioner type applies. Non-billable | 0.11 | 0.11 | - | 0.25 | 24,000 | 0.25 | 6,125 | 0.25 | 125 | | | | | | | $ 125,000 |
| Administrative Assistant/Receptionist | Melissa Cruz | 0.21 | $ 13,650.00 | No DHCS Practitioner type applies. Non-billable | 0.11 | 0.11 | - | 0.21 | 13,101 | 0.21 | 3,413 | 0.21 | 117 | | | | | | | $ 93,000 |
| Medical Record Clerk | Clarissa L. McDaniel | 0.25 | $ 11,000.00 | No DHCS Practitioner type applies. Non-billable | 0.13 | 0.13 | - | 0.25 | 9,620 | 0.25 | 3,750 | 0.25 | 130 | | | | | | | $ 5,000 |
| Quality Assurance Coordinator | Antoinette Adams | 0.10 | $ 13,200.00 | No DHCS Practitioner type applies. Non-billable | 0.10 | 0.10 | - | 0.10 | 8,758 | 0.10 | 3,300 | 0.10 | 132 | | | | | | | $ 86,000 |
| Behavioral Health Billing Coordinator | Renee R. Johnson | 0.10 | $ 10,816.00 | No DHCS Practitioner type applies. Non-billable | 0.10 | 0.10 | - | 0.10 | 8,004 | 0.10 | 2,704 | 0.10 | 108 | | | | | | | $ 74,000 |
| Janitor | Marcia Gaines | 0.25 | $ 11,440.00 | No DHCS Practitioner type applies. Non-billable | 0.13 | 0.13 | - | 0.25 | 8,466 | 0.25 | 3,660 | 0.25 | 114 | | | | | | | $ 45,700 |
| Mental Health Clinician | Nazmeh B. Elsharab | 1.00 | $ 80,000.00 | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40% | 0.80 | 0.20 | 588.80 | 1.00 | 64,000 | 1.00 | 22,000 | 1.00 | 800 | | | | | | | $ 90,000 |
| Mental Health Clinician | Ruby Zadeh-Bard | 1.00 | $ 80,000.00 | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40% | 0.80 | 0.20 | 588.80 | 1.00 | 64,000 | 1.00 | 22,000 | 1.00 | 800 | | | | | | | $ 90,000 |
| Mental Health Clinician | TBD | 1.00 | $ 80,000.00 | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40% | 0.80 | 0.20 | 588.80 | 1.00 | 64,000 | 1.00 | 22,000 | 1.00 | 800 | | | | | | | $ 90,000 |
| Mental Health Clinician | Anita Sims | 1.00 | $ 125,000.00 | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40% | 0.50 | 0.50 | 368.00 | 1.00 | 77,700 | 1.00 | 26,250 | 1.00 | 1,050 | | | | | | | $ 105,000 |
| Mental Health Clinician | Samuel McFarland | 0.50 | $ 42,000.00 | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40% | 0.25 | 0.25 | 184.00 | 0.50 | 33,300 | 0.50 | 11,250 | 0.50 | 450 | | | | | | | $ 90,000 |
| Mental Health Clinician | Thomas Toselli | 1.00 | $ 80,000.00 | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40% | 0.50 | 0.50 | 184.00 | 1.00 | 64,000 | 1.00 | 22,000 | 1.00 | 800 | | | | | | | $ 90,000 |
| | Totals: | 7.06 | $ 629,606.00 | | 3.88 | 3.28 | 2,244.80 | 7.06 | $ 465,908.44 | 7.06 | $ 157,401.50 | 7.06 | $ 5,298.06 | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - | |
| Employee Benefits: | | 25.25% | $ 158,989.00 | | | | | 25.25% | $ 117,651.56 | 25.25% | $ 39,747.75 | 25.25% | $ 1,569.69 | 0.00% | | 0.00% | | 0.00% | | |
| TOTAL SALARIES & BENEFITS | | | $ 788,595.00 | | | | | | $ 583,560.00 | | $ 197,149.00 | | $ 7,866.00 | | $ - | | $ - | | $ - | |

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## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308
Program Name Children Outpatient
Program Code 38518

Appendix Number B-3
Page Number 7
Fiscal Year 2024-2025
Funding Notification Date 08/08/23

| Expense Categories & Line Items | | TOTAL | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|---|---|---|---|---|
| **Funding Term** | | 07/01/2024-06/30/2025 | (mm/dd/yy-mm/dd/yy) | (mm/dd/yy-mm/dd/yy) | (mm/dd/yy-mm/dd/yy): |
| Rent | | $ 46,006.00 | | | |
| Utilities (telephone, electricity, water, gas) | | $ 12,000.00 | | | |
| Building Repair/Maintenance | | $ 30,461.00 | | | |
| **Occupancy Total:** | | **$ 88,467.00** | $ - | $ - | $ - |
| Office Supplies | | $ 2,400.00 | | | |
| IT Support | | $ 8,000.00 | | | |
| Program Supplies | | $ 12,000.00 | | | |
| Computer Hardware/Software | | $ 3,000.00 | | | |
| **Materials & Supplies Total:** | | **$ 25,400.00** | $ - | $ - | $ - |
| Training/Staff Development | | $ 6,000.00 | | | |
| Insurance | | $ 9,200.00 | | | |
| Professional License | | $ 1,200.00 | | | |
| Permits | | $ - | | | |
| Equipment Lease & Maintenance | | $ 1,200.00 | | | |
| **General Operating Total:** | | **$ 17,600.00** | $ - | $ - | $ - |
| Local Travel | | $ 7,800.00 | | | |
| Out-of-Town Travel | | $ - | | | |
| Field Expenses | | $ - | | | |
| **Staff Travel Total:** | | **$ 7,800.00** | $ - | $ - | $ - |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | | | | | |
| S & D Accreditation and Consulting Services | 7/1/23 to -6/30/24 | $ 19,400.00 | | | |
| Ina Moon MFT - Clinical supervision, consultation and training. $125 | 7/1/23 to -6/30/24 | $ 62,500.00 | | | |
| Susan Doucette - Clinical Consulting | | $ 18,750.00 | | | |
| **Consultant/Subcontractor Total:** | | **$ 100,650.00** | $ - | $ - | $ - |
| Other (provide detail): | | $ - | | | |
| | | $ - | | | |
| | | $ - | | | |
| **Other Total:** | | **$ -** | $ - | $ - | $ - |
| **TOTAL OPERATING EXPENSE** | | **$ 239,917.00** | $ - | $ - | $ - |

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# Appendix D

# SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

# THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT

# (SAA)

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## TERMS AND CONDITIONS

The following terms and conditions govern Third Party access to San Francisco Department of Public Health ("Department" and/or "City") Computer Systems. Third Party access to Department Computer Systems and Department Confidential Information is predicated on compliance with the terms and conditions set forth herein.

## SECTION 1 - "THIRD PARTY" CATEGORIES

1. **Third Party In General**: means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor's employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.

2. **Treatment Provider**: means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.

3. **Education Institution**: means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.

4. **Health Insurer**: means an entity seeking access to provide health insurance or managed care services for Department patients.

## SECTION 2 - DEFINITIONS

1. "**Agreement**" means an Agreement between the Third Party and Department that necessitates Third Party's access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.

2. "**Department Computer System**" means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.

3. "**Department Confidential Information**" means information contained in a Department Computer System, including identifiable protected health information ("PHI") or personally identifiable information ("PII") of Department patients.

4. "**Third Party**" and/or "**Contractor**" means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.

5. "**User**" means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party's employees, students/trainees, agents, and subcontractors.

## SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility**. Third Party is responsible for its work force and each Third Party User's compliance with these Third Party System Access Terms and Conditions.

2. **Limitations on Access**. User's access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

3. **Qualified Personnel**. Third Party and Department (i.e., training and onboarding) shall ensure that Third Party Users are qualified to access a Department Computer System.

4. **Remote Access/Multifactor Authentication**. Department may permit Third Party Users to access a Department Computer System remotely. Third Party User shall use Department's multifactor authentication solution when accessing Department systems remotely or whenever prompted.

5. **Issuance of Unique Accounts**. Department will issue a unique user account for each User of a Department Computer System. Third Party User is permitted neither to share such credentials nor use another user's account.

6. **Appropriate Use**. Third Party is responsible for the appropriate use and safeguarding of credentials for Department Computer System access issued to Third Party Users. Third Party shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, download, transfer, read, use, or disclose Department Confidential Information other than for the use category described in Section 1 – "Third Party" Categories.

7. **Notification of Change in Account Requirements**. Third Party shall promptly notify Department via Third Party's Report for DPH Service Desk (dph.helpdesk@sfdph.org) in the event that Third Party or a Third Party User no longer has a need to use Department Computer Systems(s), or if the Third Party User access requirements change. Such notification shall be made no later than one (1) business day after determination that use is no longer needed or that access requirements have changed.

8. **Assistance to Administer Accounts**. The Parties shall provide all reasonable assistance and information necessary for the other Party to administer the Third Party User accounts.

9. **Security Controls**. Third Party shall appropriately secure Third Party's computing infrastructure, including but not limited to computer equipment, mobile devices, software applications, and networks, using industry standard tools to reduce the threat that an unauthorized individual could use Third Party's computing infrastructure to gain unauthorized access to a Department Computer System. Third Party shall also take commercially reasonable measures to protect its computing infrastructure against intrusions, viruses, worms, ransomware, or other disabling codes. General security controls include, but are not limited to:

a **Password Policy**. Third Party must maintain a password policy based on information security best practices for password length, complexity, and reuse. Third Party credentials used to access Third Party networks and systems must be configured for a password change no greater than every 90 calendar days.

b **Workstation/Laptop Encryption**. All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must be configured with full disk encryption using a FIPS 140-2 certified algorithm.

c **Endpoint Protection Tools**. All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must maintain a current installation of comprehensive anti-virus, anti-malware, anti-ransomware, desktop firewall, and intrusion prevention software with automatic updates scheduled at least daily.

d **Patch Management**. To correct known security vulnerabilities, Third Party shall install security patches and updates in a timely manner on all Third Party-owned workstations, laptops, tablets, smart phones, and similar devices that access Department Computer Systems based on Third Party's risk assessment of such patches and updates, the technical requirements of Third Party's computer systems, and the vendor's written recommendations. If patches and

updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.

e **Mobile Device Management**. Third Party shall ensure both corporate-owned and personally owned mobile devices have Mobile Device Management (MDM) installed. Given the prevalence of restricted data in Third Party's environment, all mobile devices used for Third Party's business must be encrypted. This applies to both corporate-owned and privately-owned mobile devices. At a minimum, the MDM should: Enforce an entity's security policies and perform real-time compliance checking and reporting; Enforce strong passwords/passcodes for access to mobile devices; Perform on-demand remote wipe if a mobile device is lost or stolen; Mandate device encryption.

10. **Auditing Accounts Issued**. Department reserves the right to audit the issuance and use of Third Party User accounts. To the extent that Department provides Third Party with access to tools or reports to audit what Department Confidential Information a Third Party User has accessed on a Department Computer System, Third Party must perform audits on a regular basis to determine if a Third Party User has inappropriately accessed Department Confidential Information.

11. **Assistance with Investigations**. Third Party must provide all assistance and information reasonably necessary for Department to investigate any suspected inappropriate use of a Department Computer Systems or access to Department Confidential Information. The Department may terminate a Third Party' User's access to a Department Computer System following a determination of inappropriate use of a Department Computer System.

12. **Inappropriate Access, Failure to Comply**. If Third Party suspects that a Third Party User has inappropriately accessed a Department Computer System or Department Confidential Information, Third Party must immediately, and within no more than one (1) business day, notify Department.

13. **Policies and Training**. Third Party must develop and implement appropriate policies and procedures to comply with applicable privacy, security and compliance rules and regulations. Third Party shall provide appropriate training to Third Party Users on such policies. Access will only be provided to Third Party Users once all required training is completed.

14. **Third Party Data User Confidentiality Agreement**. Before Department Computer System access is granted, as part of Department's compliance, privacy, and security training, each Third Party User must complete Department's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

15. **Corrective Action**. Third Party shall take corrective action upon determining that a Third Party User may have violated these Third Party System Access Terms and Conditions.

16. **No Technical or Administrative Support**. Except as provided herein or otherwise agreed, the Department will provide no technical or administrative support to Third Party or Third Party User(s) for Department Computer System access; provided, however, that the foregoing does not apply to technical or administrative support necessary to fulfill Third Party's contractual and/or legal obligations, or as required to comply with the terms of this Agreement.

## SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

1. **Permitted Access, Use and Disclosure**. Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).

2. **Redisclosure Prohibition.** Treatment Providers may not redisclose Department Confidential Information, except as otherwise permitted by law.

3. **HIPAA Security Rule.** Under the HIPAA Security Rule, Treatment Providers must implement safeguards to ensure appropriate protection of protected/electronic health information (PHI/EHI), including but not limited to the following:

a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;

b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;

c) Protect against reasonably anticipated, impermissible uses or disclosures; and

d) Ensure compliance by their workforce.

## SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

1. **Education Institution is Responsible for its Users.** Education Institutions shall inform Education Institution Users (including students, staff, and faculty) of their duty to comply with the terms and conditions herein. Department shall ensure that all Education Institution Users granted access to a Department Computer System shall first successfully complete Department's standard staff training for privacy and compliance, information security and awareness, and software-application specific training before being provided User accounts and access to Department Computer Systems.

2. **Tracking of Training and Agreements.** Department shall maintain evidence of all Education Institution Users (including students, staff, and faculty) having successfully completed Department's standard staff training for privacy and compliance and information security and awareness. Such evidence shall be maintained for a period of five (5) years from the date of graduation or termination of the Third Party User's access.

## SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

1. **Permitted Access, Use and Disclosure.** Health Insurers and Health Insurer Users may access Department Confidential Information only as necessary for payment processing and audits, including but not limited to quality assurance activities, wellness activities, care planning activities, and scheduling.

2. **Member / Patient Authorization.** Before accessing, using, or further disclosing Department Confidential Information, Health Insurers must secure all necessary written authorizations from the patient / member or such individuals who have medical decision-making authority for the patient / member.

## SECTION 7 - DEPARTMENT'S RIGHTS

1. **Periodic Reviews.** Department reserves the right to perform regular audits to determine if a Third Party's access to Department Computer Systems complies with these terms and conditions.

2. **Revocation of Accounts for Lack of Use.** Department may revoke any account if it is not used for a period of ninety (90) days.

3. **Revocation of Access for Cause.** Department and Third Party reserves the right to suspend or terminate a Third Party User's access to Department Computer Systems at any time for cause, i.e., the Parties determined that a Third-Party User has violated the terms of this Agreement and/or Applicable law.

4. **Third Party Responsibility for Cost.** Each Third Party is responsible for its own costs incurred in connection with this Agreement or accessing Department Computer Systems.

## SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

1. **Data Breach Discovery**. Following Third Party's discovery of a breach of City Data disclosed to Third Party pursuant to this Agreement, Third Party shall notify City in accordance with applicable laws. Third Party shall:

   i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and

   ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

2. **Investigation of Breach and Security Incidents.** To the extent a breach or security system is identified within Third Party's System that involves City Data provided under this Agreement, Third Party shall investigate such breach or security incident. For the avoidance of doubt, City shall investigate any breach or security incident identified within the City's Data System To the extent of Third Party discovery of information that relates to the breach or security incident of City Data, Third Party User shall inform the City of:

   i. the City Data believed to have been the subject of breach;

   ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;

   iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and

   iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

3. **Written Report. To the extent a breach is identified within Third Party's System,** Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.

4. **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach

5. **Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

6. **Media Communications.** The Parties shall together determine any communications related to a Data Breach.

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

## Attachment 1 to SAA

## System Specific Requirements

**I. For Access to Department Epic through Care Link the following terms shall apply:**

**A.** Department Care Link Requirements:

**1.** Connectivity.

a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

**2.** Compliance with Epic Terms and Conditions.

a) Third Party will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department Care Link:

**3.** Epic-Provided Terms and Conditions

a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.

b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

**II. For Access to Department Epic through Epic Hyperspace the following terms shall apply:**

**A.** Department Epic Hyperspace:

**1.** Connectivity.

a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.

**2.** Application For Access and Compliance with Epic Terms and Conditions.

a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: https://userweb.epic.com/Forms/AccessApplication. Epic Systems Corporation notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

**III. For Access to Department myAvatar the following terms shall apply:**

**A.** Department myAvatar

**1.** Connectivity.

a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

2. Information Technology (IT) Support.

a. Third Party must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

3. Access Control.

a. Access to the BHS Electronic Heath Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf

b. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf

c. All licensed, waivered, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

APPENDIX E

This Business Associate Agreement ("BAA") supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity ("CE"), and Contractor, the Business Associate ("BA") (the "Agreement"). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

**RECITALS**

A. CE, by and through the San Francisco Department of Public Health ("SFDPH"), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

**1. Definitions.**

**a. Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

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**b. Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

**c. Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

**d. Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

**e. Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**f. Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**g. Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

**h. Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

**i. Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**j. Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

**k. Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the

individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

**l. Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

**m. Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

**n. Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

**o. Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

**2. Obligations of Business Associate.**

**a. Attestations.** Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

**b. User Training**. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

**c. Permitted Uses.** BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].

**d. Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

**e. Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

**f. Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this

BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

**g. Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

**h. Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

**i. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

**j. Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

**k. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

**l. Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

**m. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

**n. Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

**o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

**3. Termination.**

**a. Material Breach.** A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

**b. Judicial or Administrative Proceedings.** CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

**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.

**5. Reimbursement for Fines or Penalties.**

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017
Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017
Attachment 3 – Protected Information Destruction Order Purge Certification 01-10-2024

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Email: compliance.privacy@sfdph.org
Hotline (Toll-Free): 1-855-729-6040

ATTACHMENT 1

| Contractor Name: | | Contractor City Vendor ID | |
|---|---|---|---|

# PRIVACY ATTESTATION

**INSTRUCTIONS**: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

**Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

**I. All Contractors.**

| | DOES YOUR ORGANIZATION... | Yes | No* |
|---|---|---|---|
| A | Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)? | | |
| B | Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents? | | |
| | If yes: Name & Title: ____ Phone # ____ Email: ____ | | |
| C | Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH privacy training materials are available for use; contact OCPA at 1-855-729-6040.] | | |
| D | Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.] | | |
| E | Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain , transmit, or access SFDPH's health information? | | |
| F | Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so **AND** that health information is **only transferred or created on encrypted devices approved by SFDPH Information Security staff**? | | |

**II. Contractors who serve patients/clients and have access to SFDPH PHI, must also complete this section.**

| | If Applicable: DOES YOUR ORGANIZATION... | Yes | No* |
|---|---|---|---|
| G | Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause? | | |
| H | Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFDPH.) | | |
| I | Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility? | | |
| J | Document each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations? | | |
| K | When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information? | | |

**III. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.**

| ATTESTED by Privacy Officer or designated person | Name: (print) | | Signature | | Date | |
|---|---|---|---|---|---|---|

**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 | |
|---|---|---|---|

# DATA SECURITY ATTESTATION

**INSTRUCTIONS**: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

**Exceptions:** If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

**I. All Contractors.**

| | DOES YOUR ORGANIZATION... | Yes | No* |
|---|---|---|---|
| A | Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years] | | |
| B | Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans? | | |
| | Date of last Data Security Risk Assessment/Audit: | | |
| | Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report: | | |
| C | Have a formal Data Security Awareness Program? | | |
| D | Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)? | | |
| E | Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information? | | |
| | If yes: Name & Title: ____ Phone # ____ Email: ____ | | |
| F | Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.] | | |
| G | Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.] | | |
| H | Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain , transmit, or access SFDPH's health information? | | |
| I | Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)? | | |

**II. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.**

| ATTESTED by Data Security Officer or designated person | Name: (print) | | Signature | | Date | |
|---|---|---|---|---|---|---|

**III. *EXCEPTIONS:** If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

| EXCEPTION(S) APPROVED by OCPA | Name (print) | | Signature | | Date | |
|---|---|---|---|---|---|---|

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**Attachment 3 to Appendix E**

**Protected Information Destruction Order**
**Purge Certification - Contract ID #** _____

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated _____ ("Agreement"), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively "Contractor") still maintain in any form. Contractor may retain no copies of destroyed Protected Information." Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services ("Secretary") regarding proper destruction of PHI.

**Electronic Data**: Per the Secretary's guidance, the City will accept destruction of electronic Protected Information in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Data Sanitization ("NIST").

**Hard-Copy Data**: Per the Secretary's guidance, the City will accept destruction of Protected Information contained in paper records by shredding, burning, pulping, or pulverizing the records so that the Protected Information is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

**********

Contractor hereby certifies that Contractor has destroyed all Protected Information as directed by the City in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services ("Secretary") regarding proper destruction of PHI.

**So Certified**

_____
Signature

Title: _____

Date: _____

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**City and County of San Francisco**
**Office of Contract Administration**
**Purchasing Division**

## Fifth Amendment

THIS **Fifth** AMENDMENT ("Amendment") is made as of **July 1, 2025**, in San Francisco, California, by and between **Bayview Hunters Point Foundation for Community Improvement** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

## Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses; and

---

WHEREAS, the scope of services described in Appendix A-1 (Adult Behavioral Health) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 08-2017, issued on August 23, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2028; and

WHEREAS, the scope of services described in Appendix A-3 (Children Outpatient) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 01-2017, re-issued on March 24, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2028; and

WHEREAS, approval for this Amendment was obtained on 2/5/2024 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of $438,051,200 for the period commencing 01/01/18 and ending 12/31/30; and

WHEREAS, approval for this Amendment was obtained on 8/31/2023 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 46987-16/17 in the amount of $349,700,000 for the period commencing 07/01/17 and ending 06/30/28;

WHEREAS, this Amendment is consistent with an approval obtained from the City's Board of Supervisors under Resolution 248-25 approved on May 23, 2025 in the amount of $18,079,996 for the period commencing July 1, 2018 and ending December 31,2026; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of $100,000 or more in a fiscal year and will require the approval of an elected officer of the City; and

---

Now, THEREFORE, the parties agree as follows:

## Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2018 between Contractor and City, as amended by the:

| | |
|---|---|
| First Amendment, | dated May 1, 2021, and |
| Second Amendment, | dated June 1, 2021, and |
| Third Amendment, | dated June 1, 2023, and |
| Fourth Amendment, | dated Ju1y 1, 2024, and |

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

## Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Term of the Agreement.** Article 2 Term of the Agreement of the Fourth Amendment currently reads as follows:

> 2.1 **Term.** The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2025, unless earlier terminated as otherwise provided herein.
>
> 2.2 **Option**. The City has 1 option to renew the Agreement for a period of three years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."
>
> Option 1: 07/01/25-06/30/28

***Such section is hereby amended in its entirety to read as follows:***

> 2.1 **Term.** The term of this Agreement shall commence on July 1, 2018 and expire on December 31, 2026, unless earlier terminated as otherwise provided herein.

2.2 **Financial Matters**. Section 3.3.1 Calculation of Charges of the Fourth Amendment currently reads as follows:

> **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 **Sixteen Million Eight Hundred Thousand Dollars ($16,800,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and

incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

***Such section is hereby amended in its entirety to read as follows:***

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **Eighteen Million Seventy Nine Thousand Nine Hundred Ninety Six Dollars ($18,079,996)**, the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

2.3 **Appendices A-1 and A-3.** Appendices A-1 and A-3 are hereby replaced in its entirety by Appendices A-1 and A-3, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendices A-1 and A-3 in any place, the true meaning shall be Appendices A-1 and A-3, which is a correct and updated version.

2.4 **Appendices B, B-1 and B-3.** Appendices B, B-1 and B-3 are hereby replaced in its entirety by Appendices B, B-1 and B-3, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendices B, B-1 and B-3 in any place, the true meaning shall be Appendices B, B-1 and B-3, which is a correct and updated version.

2.5 **Appendix D.** Appendix D is hereby replaced in its entirety by Appendix D, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix D in any place, the true meaning shall be Appendix D, which is a correct and updated version.

## Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Section 12.4 Prevention of Fraud, Waste and Abuse.** *The following section is hereby added and incorporated in Article 12 of the Agreement:*

**12.4 Prevention of Fraud, Waste and Abuse.** Contractor shall comply with all laws designed to prevent fraud, waste, and abuse, including, but not limited to, provisions of state and Federal law applicable to healthcare providers and transactions, such as the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn), and California Business & Professions Code § 650. Contractor shall immediately notify City of any suspected fraud, waste, and abuse under state or federal law.

3.2 **Article 13 Data and Security.** *Article 13 is hereby replaced in its entirety to read as follows:*

**13.1 Nondisclosure of Private, Proprietary or Confidential Information.**

**13.1.1 Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

**13.1.2 City Data; Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

**13.2 Reserved. (Payment Card Industry ("PCI") Requirements**

**13.3 Business Associate Agreement.** The parties acknowledge that City is a Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

**The parties acknowledge that CONTRACTOR will:**

1. ☒ Do **at least one** or more of the following:

A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or

B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

**FOR PURPOSES OF THIS AGREEMENT, CONTRACTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. CONTRACTOR MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS,**

**INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:**

a. **Appendix E** SFDPH Business Associate Agreement (BAA) (1-10-2024)

1. SFDPH Attachment 1 Privacy Attestation (06-07-2017)
2. SFDPH Attachment 2 Data Security Attestation (06-07-2017)
3. SFDPH Attachment 3 Protected Information Destruction Order Purge Certification (01-10-2024)

2. ☐ **<u>NOT</u> do any of the activities listed above in subsection 1;**

Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

**13.4 Management of City Data.**

**13.4.1 Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the continental United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

**13.4.2 Disposition of City Data.** Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the

purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

**13.5. Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

**13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification.** Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

**13.7 Protected Health Information.** Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

## Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

## Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY
Recommended by:

DocuSigned by:
Hillary Kunins 6/9/2025 | 10:41:56 PDT
2DAAE14FF8AC4A7...

Daniel Tsai
Director of Health
San Francisco Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Arnulfo Medina 7/16/2025 | 3:26:12 PDT
71CE0E756B6346E...
Arnulfo Medina
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration, and Purchaser

By: DocuSigned by:
Lorna Walker 7/22/2025 | 8:24:58 PDT
9041EC4D1516452...

Name: Lorna Walker

CONTRACTOR
Bayview Hunters Point Foundation for Community Improvement

DocuSigned by:
James Bouquin 6/2/2025 | 10:37:46 PDT
E456A946F9C049D...
James Bouquin
Executive Director

City Supplier number: 0000024522

Docusign Envelope ID: 9E161C03-5BC3-4875-BA27-914B79EC3CE3



1. **Identifiers:**
   Program Name: Adult Behavioral Health
   Program Address, City, State, ZIP: 1625 Carroll Avenue, San Francisco, CA, 94124
   Telephone/FAX: 415-822-7500/415-822-9767
   Website Address: www.bayviewci.org

   Contractor Address, City, State, ZIP **(if different from above)**: Not Applicable

   Executive Director: James Bouquin
   Telephone: 628-336-1971
   Email Address: james.bouquin@bayviewci.org

   Program Director: Eric Anthony Lee
   Telephone: 408-621-4809
   Email Address: eric.lee@bayviewci.org

   Program Code(s) **(if applicable)**: 38513

2. **Nature of Document:**

   ☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

3. **Goal Statement:**
   Bayview Hunters Point Foundation (BVHP) Adult Outpatient program provides mental health services to community members (adults 18 and over) that will support healthy development and increase stability, self-sufficiency and success in community living; we provide mental health services, including assessment (psychosocial assessments, mental health evaluations, plan development, and discharge planning), individual therapy, group therapy, rehabilitation services, targeted case management, crisis intervention, Medication Support services, and outreach/consultation services.

4. **Priority Population:**
   These programs, while open to all populations regardless of race, ethnicity, gender, or other factors, address the unique cultural needs of the targeted population(s) to the extent such populations are identified herein.

   BVHP welcomes and serves all individuals in San Francisco, regardless of race, ethnicity, gender, sexual orientation, or national origin. BVHP has experience and expertise meeting the unique cultural needs of African American and Latino residents in the Southeast neighborhoods of the city who are exposed to trauma, financial stress, homelessness and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. BHVP will continue to serve this population but no one who does not identify as African American or Latino will be turned away due to their race or ethnicity.

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If a particular program is not the best fit, staff will make an appropriate referral either internally or to a co-service provider in San Francisco.

**5. Modality(s)/Intervention(s):**
**See Appendix B CRDC page**

**6. Methodology:**

*A. Outreach, recruitment, promotion, and advertisement*

BVHP conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff is also connected with the Bayshore Navigation Center, SAFE Navigation Center, Jelani Residential Family Residential Step-Down Program, Bayview Hills Gardens, Arlington SRO, Candlestick Point Vehicle Triage Center, community partners, and downtown SIP hotels/street outreach to receive referrals to provide service to clients who are being placed in housing in the Southeast neighborhoods.

*B. Admission, enrollment and/or intake criteria and process where applicable*

Clients served at BVHP Behavioral Health must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for Medi-Cal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

*C. Service delivery model*

The BVHP Behavioral Health Department provides outpatient services that are primarily either clinic- or community-based, or in a telehealth format; services can also be delivered (when clinically appropriate) in the field or at a client's residence to improve access to care. The clinic will operate Monday through Friday from 8:00 am to 5:00 pm and clinicians/case managers may provide services up to 8:00 pm for patients unable to access the office or adjust to telehealth services to align with each client's current situation and needs. For all clients, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHP Behavioral Health Department does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment. The clinicians and trainees of BVHP Behavioral Health Department will use evidence-based practices for the treatment of clients, including but not limited to: Motivational Interviewing, Acceptance and Commitment Therapy (ACT), Cognitive Behavioral Therapy (CBT), Insight-Oriented Therapy, Family Systems Therapy, Dialectical Behavior Therapy (DBT), Brief Therapy, Psychoanalytic approaches, and trauma-focused approaches (ex.: Cognitive Processing Therapy (CPT)). These practices align with a commitment to evidence-based culturally competent care, and clinicians and trainees may adapt or expand their repertoire over time based on emerging research and community needs.

Treatment will be administered using the following modalities:
-Assessment
-Individual Therapy

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-Group Therapy
-Rehabilitation services
-Targeted case management
-Medication Support services
-Crisis intervention

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through the use of translation services provided by the Department of Public Health. The BVHP Behavioral Health Department participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes. For client referrals that represent a more critical and immediate need, priority is placed on follow-up and assignment to clinicians.

*D. Discharge Planning and exit criteria and process*
The exit criteria for BVHP Behavioral Health Department are based upon attainment of the goals and desired outcomes outlined by the client while receiving services. Staff will continually track client progress and will use a step-down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkage to desired resources such as case management, housing support, medical care, and/or vocational training, so that clients have a network of continuous resources.

*E. Program staffing*
The BVHP Behavioral Health Department is staffed with licensed and license-eligible marriage and family therapists, social workers, professional clinical counselors, psychologists, board certified psychiatrists, and clinical case managers. All staff members are dedicated to serving the community and are responsive to issues of ethnicity, culture, language, and gender. Ongoing training and supervision, along with consultation groups, are provided to ensure that clinicians maintain awareness of best practices and competent care. The BVHP Behavioral Health Department is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also re-launching its practicum training program to bring more developing professionals into the community mental health field.

7. **Objectives and Measurements:**
   All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance objectives FY 24-25.

8. **Continuous Quality Improvement:**
   Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHP Behavioral Health Department abides by the guidelines

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and mandates as described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

*1. Achievement of contract performance objectives and productivity*

The BVHP Behavioral Health Department follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to conduct services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Epic reports are meant to provide critical staff and program information related to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If a particular staff member is found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

*2. Quality of documentation*

The BVHP Behavioral Health Department identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participate in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. All pre-licensed clinicians and trainees receive weekly individual supervision and group supervision from a licensed clinical supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All licensed staff participate in weekly consultation groups to focus on similar elements of client cases. All new staff are subject to ongoing documentation review by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to Medi-Cal standards. Once a staff member no longer requires supervision and monitoring (either because they are licensed or waivered), their notes, assessments, and other work are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency. As of 2021, BVHP Behavioral Health Department resumed the Program Utilization Review Quality Committee (PURQC) delegation which meets for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The department adheres to relevant PURQC guidelines and assures compliance with its mandates and propriety.

*3. Cultural Competency*

BVHP recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, all staff will participate in available training on cultural issues that are provided by DPH and other on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

*4. Client Satisfaction*

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The BVHP Behavioral Health Department values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff (and clients as applicable). Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and feasible so that service outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

*5. Timely completion and use of outcome data*

The BVHP Behavioral Health Department follows all compliance guidelines relative to the gathering and evaluation of outcome data, including ANSA scoring. All required resource documents are completed within the timelines designated by CBHS. Copies of on-site training endeavors, and any other required Epic or BHS generated outcome reports are retained in the files of the department. The Program's Administrative Binder is up to date according to fiscal year and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

**9. Required Language:**
Not Applicable

**10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):**
Not Applicable

Docusign Envelope ID: 9E161C03-5BC3-4875-BA27-914B79EC3CE3



1. **Identifiers:**
   Program Name: Children Outpatient
   Program Address, City, State, ZIP: 1625 Carroll Avenue, San Francisco, CA, 94124
   Telephone/FAX: 415-822-7500/415-822-9767
   Website Address: www.bayviewci.org

   Contractor Address, City, State, ZIP **(if different from above)**: Not Applicable

   Executive Director: James Bouquin
   Telephone: 628-336-1971
   Email Address: james.bouquin@bayviewci.org

   Program Director: Eric Anthony Lee
   Telephone: 408-621-4809
   Email Address: eric.lee@bayviewci.org

   Program Code(s) **(if applicable)**:38516 38171

2. **Nature of Document:**

   ☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

3. **Goal Statement:**
   Bayview Hunters Point Foundation (BVHP) Children Outpatient program provides mental health services to young community members (up to the age of 21) and their families that will support healthy development and improve functioning in the home, school, and community. We provide mental health services, including assessment (psychosocial assessments, mental health evaluations, plan development, and discharge planning), individual therapy, group therapy, rehabilitation services, targeted case management, crisis intervention, and outreach/consultation services.

4. **Priority Population:**
   BVHP welcomes and serves all individuals in San Francisco, regardless of race, ethnicity, gender, sexual orientation, or national origin. BVHP has experience and expertise meeting the unique cultural needs of African American and Latino youth under the age of 18 within SFUSD's
   Bayview Superintendent Zone who exposed to trauma, financial stress, homelessness and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. The program also has positions funded through the ERMHS service specifically to provide school- based therapy services to students across the SFUSD. BHVP will continue to serve this population but no one who does not identify as African American or Latino will be turned away due to their race or ethnicity.

   BVHP welcomes and serves all ethnicities and populations within San Francisco, with focused expertise BVHP makes every effort to serve all San Franciscans in need.
   Where a particular program is not the best fit, staff will make an appropriate referral, either internally or to a co-service provider in San Francisco.

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5. **Modality(s)/Intervention(s):**
   See Appendix B CRDC page
6. **Methodology:**
   *A. Outreach, recruitment, promotion, and advertisement*

BVHP conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff are also partnering more closely with local high schools and youth service organizations to encourage access to care.

*B. Admission, enrollment and/or intake criteria and process where applicable*

Clients served at BVHP Behavioral Health must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

*C. Service delivery model*

The BVHP Behavioral Health Department provides outpatient services that are primarily either clinic- or community-based, or in a telehealth format; services can also be delivered (when clinically appropriate) in the field or at a client's residence to improve access to care. The clinic will operate Monday through Friday from 8:00 am to 5:00 pm and clinicians/case managers may provide services up to 8:00 pm for patients unable to access the office or adjust to telehealth services to align with each client's current situation and needs. For all clients, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHP Behavioral Health Department does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHP Behavioral Health Department will use evidence-based practices for the treatment of clients, including but not limited to: Motivational Interviewing, Acceptance and Commitment Therapy (ACT), Cognitive Behavioral Therapy (CBT), Insight-Oriented Therapy, Family Systems Therapy, Dialectical Behavior Therapy (DBT), Brief Therapy, Psychoanalytic approaches, child-centered Play Therapy, Art Therapy, and trauma-focused approaches (ex.: Cognitive Processing Therapy (CPT)). These practices align with a commitment to evidence-based culturally-competent care, and clinicians and trainees may adapt or expand their repertoire over time based on emerging research and community needs.

Treatment will be administered using the following modalities:
-Assessment
-Individual Therapy
-Group Therapy
-Rehabilitation services
-Targeted case management
-Crisis intervention

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All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through the use of translation services provided by the Department of Public Health.

The BVHP Behavioral Health Department participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians.

*D. Discharge Planning and exit criteria and process.*

The exit criteria for BVHP Behavioral Health Department are based upon attainment of the goals and desired outcomes outlined by the client while receiving services. Staff will continually track client progress and will use a step-down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkage to desired resources such as case management, housing support, medical care, and/or vocational training, so that clients have a network of continuous resources.

*E. Program staffing*

The BVHP Behavioral Health Department is staffed with licensed and license-eligible marriage and family therapists, social workers, professional clinical counselors, psychologists, board certified psychiatrists, and clinical case managers. All staff are dedicated to serving the community and are responsive to issues of ethnicity, culture, language and gender. Ongoing training and supervision, along with consultation groups, are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHP Behavioral Health Department is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also re-launching its practicum training program to bring more developing professionals into the community mental health field.

**7. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance objectives FY 24-25.

**8. Continuous Quality Improvement:**

Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHP Behavioral Health Department abides by the guidelines

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and mandates as described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

*1. Achievement of contract performance objectives and productivity*

The BVHP Behavioral Health Department follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Epic reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If a particular staff member is found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

*2. Quality of documentation*

The BVHP Behavioral Health Department identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participate in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. All pre-licensed clinicians and trainees receive weekly individual supervision and group supervision from a licensed clinical supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All licensed staff participate in weekly consultation groups to focus on similar elements of client cases. All new staff are subject to ongoing documentation review by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to Medi-Cal standards.

Once a staff member no longer requires supervision and monitoring (either because they are licensed or waivered), their notes, assessments, and other work are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency.

As of 2021, BVHP Behavioral Health Department resumed the Program Utilization Review Quality Committee (PURQC) delegation which meets for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The department adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

*3. Cultural Competency*

BVHP recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, all staff will participate in available trainings on cultural issues that are provided by DPH and other on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

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*4. Client Satisfaction*

The BVHP Behavioral Health Department values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff (and clients as applicable). Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and feasible so that service outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

*5. Timely completion and use of outcome data*

The BVHP Behavioral Health Department follows all compliance guidelines relative to the gathering and evaluation of outcome data, including CANS scoring. All required resource documents are completed within the timelines designated by CBHS. Copies of on- site training endeavors, and any other required Epic or BHS generated outcome reports are retained in the files of the department. The Program's Administrative Binder is up to date according to fiscal year and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

**9. Required Language:**
Not Applicable

**10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):**
Not Applicable

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# 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 – March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

**2. Program Budgets and Final Invoice**

A. Program Budgets are listed below and are attached hereto:

B-1: Adult Behavioral Health
B-2: School-Based Centers (Balboa) – discontinued on 06/30/23
B-3: Children Outpatient
B-4: Dimensions LGBT – discontinued on 06/30/23
B-5 Jelani Family Program – discontinued on 06/30/24

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **$214,369** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

C. For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

D. The amount for each fiscal year, to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in Section 3.7 section of this Agreement.

(1). Estimated Funding Allocations

| **Contract Term** | **Estimated Funding Allocations** |
|---|---|
| July 1, 2018 - June 30, 2019 | $1,214,293 |
| July 1, 2019 - June 30, 2020 | $2,031,313 |
| July 1, 2020 - June 30, 2021 | $2,249,424 |
| 21-22 CODB/ MCO DV | $77,638 |
| July 1, 2021 - June 30, 2022 | $2,575,401 |
| July 1, 2022 - June 30, 2023 | $2,452,122 |
| July 1, 2023 - June 30, 2024 | $3,316,931 |
| July 1, 2024 - June 30, 2025 | $2,668,509 |
| July 1, 2025 - June 30, 2026 | $1,279,996 |
| July 1, 2026 - December 31, 2026 | $0 |
| Subtotal | $17,865,627 |
| Contingency | $214,369 |
| **Total Not-to-Exceed** | **$18,079,996** |

**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

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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 | 00341 | | | | | | Appendix B, Page 1 |
| Legal Entity Name/Contractor Name | Bayview Hunters Point Foundation | | | | | Fiscal Year | 2024-2025 |
| Contract ID Number | 1000011308 | | | | | Funding Notification Date | 08/14/24 |
| Appendix Number | B-1 | B-3 | B-# | B-# | B-# | B-# | |
| Provider Number | 3851 | 3851 | | | | | |
| Program Name | Adult Behavioral Health | Children Outpatient | | | | | |
| Program Code | 38513 | 38516 & 38171 | | | | | |
| Funding Term | 7/1/24-6/30/25 | 7/1/24-6/30/25 | | | | | |
| **FUNDING USES** | | | | | | | **TOTAL** |
| Salaries | $ 591,872 | $ 660,653 | | | | | **$ 1,252,525** |
| Employee Benefits | $ 140,123 | $ 151,384 | | | | | **$ 291,507** |
| **Subtotal Salaries & Employee Benefits** | **$ 731,995** | **$ 812,037** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,544,032** |
| Operating Expenses | $ 534,364 | $ 242,046 | | | | | **$ 776,410** |
| Capital Expenses | $ - | | | | | | **$ -** |
| **Subtotal Direct Expenses** | **$ 1,266,359** | **$ 1,054,083** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 2,320,442** |
| Indirect Expenses | $ 189,954 | $ 158,113 | | | | | **$ 348,067** |
| Indirect % | **15.0%** | **15.0%** | **0.0%** | **0.0%** | **0.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | **$ 1,456,313** | **$ 1,212,196** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 2,668,510** |
| | | | | | Employee Benefits Rate | | **21.0%** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | | | | | | | |
| MH Adult Fed SDMC FFP (50%) | $ 470,922 | | | | | | $ 470,922 |
| MH Adult State 1991 MH Realignment | $ 154,812 | | | | | | $ 154,812 |
| MH Adult County General Fund | $ 830,579 | | | | | | $ 830,579 |
| | | | | | | | $ - |
| MH CYF Fed SDMC FFP (50%) | | $ 279,261 | | | | | $ 279,261 |
| MH CYF Fed SDMC FFP (50%) ERMHS | | $ 150,000 | | | | | $ 150,000 |
| MH CYF State 2011 PSR-EPSDT | | $ 150,485 | | | | | $ 150,485 |
| MH CYF State 2011 PSR-EPSDT ERM | | $ 150,000 | | | | | $ 150,000 |
| MH CYF County General Fund | | $ 346,475 | | | | | $ 346,475 |
| MH CYF County GF ERMHS | | $ 129,475 | | | | | $ 129,475 |
| MH MHSA (CYF) Match | | $ 6,500 | | | | | $ 6,500 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | **$ 1,456,313** | **$ 1,212,196** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 2,668,509** |
| **BHS SUD FUNDING SOURCES** | | | | | | | |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **TOTAL BHS SUD FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **OTHER DPH FUNDING SOURCES** | | | | | | | |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **TOTAL OTHER DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL DPH FUNDING SOURCES** | **$ 1,456,313** | **$ 1,212,196** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 2,668,509** |
| **NON-DPH FUNDING SOURCES** | | | | | | | |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **TOTAL NON-DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | **$ 1,456,313** | **$ 1,212,196** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 2,668,509** |
| **Prepared By** | James Bouquin | | | **Phone Number** | (415)468-5100 | | |

**Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)**

| | | | | | | |
|---|---|---|---|---|---|---|
| DHCS Legal Entity Number | 00341 | | | | Appendix Number | B-1 |
| Provider Name | Bayview Hunters Point Foundation | | | | Page Number | 1 |
| Provider Number | 3851 | | | | Fiscal Year | 2024-2025 |
| Contract ID Number | 1000011308 | | | | Funding Notification Date | 08/14/24 |
| Program Name | Adult Behavioral Health | | | | | |
| Program Code | 38513 | | | | | |
| Mode (MH) or Modality (SUD) | 15 | | | | | |
| Service Description | Outpatient Services | | | | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | 7/1/24-6/30/25 | | | | | |
| **FUNDING USES** | | | | | | **TOTAL** |
| Salaries & Employee Benefits | $ 731,995 | $ - | $ - | | | $ 731,995 |
| Operating Expenses | $ 534,364 | $ - | $ - | | | $ 534,364 |
| Capital Expenses | | | | | | $ - |
| **Subtotal Direct Expenses** | **$ 1,266,359** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,266,359** |
| Indirect Expenses | $ 189,954 | | | | | $ 189,954 |
| **Indirect %** | **15.0%** | **0.0%** | **0.0%** | **0.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | **$ 1,456,313** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,456,313** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | | | | | | |
| MH Adult Fed SDMC FFP (50%) | $ 470,922 | | | | | $ 470,922 |
| MH Adult State 1991 MH Realignment | $ 154,812 | | | | | $ 154,812 |
| MH Adult County General Fund | $ 830,579 | | | | | $ 830,579 |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | **$ 1,456,313** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,456,313** |
| **BHS SUD FUNDING SOURCES** | | | | | | |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| This row left blank for funding sources not in drop-down list | | | | | | $ - |
| **TOTAL BHS SUD FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **OTHER DPH FUNDING SOURCES** | | | | | | |
| | | | | | | $ - |
| This row left blank for funding sources not in drop-down list | | | | | | $ - |
| **TOTAL OTHER DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL DPH FUNDING SOURCES** | **$ 1,456,313** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,456,313** |
| **NON-DPH FUNDING SOURCES** | | | | | | |
| | | | | | | |
| This row left blank for funding sources not in drop-down list | | | | | | $ - |
| **TOTAL NON-DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | **1,456,313** | **-** | **-** | **-** | **-** | **1,456,313** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | | |
| Number of Beds Purchased | | | | | | |
| SUD Only - Number of Outpatient Group Counseling Sessions | | | | | | |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs | | | | | | |
| Payment Method | Outpatient Blended Rate (FFS) | | | | | |
| Unduplicated Clients (UDC) | 177 | | | | | |
| DPH Units of Service | 2,702 | | | | | |
| Unit Type | Hours | 0 | 0 | 0 | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | $ 538.98 | $ - | $ - | $ - | $ - | **Total UDC** |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | $ 538.98 | $ - | $ - | $ - | $ - | 177.00 |

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**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

| | | | |
|---|---|---|---|
| Contract ID Number | 1000011308 | Appendix Number | B-1 |
| Program Name | Adult Behavioral Health | Page Number | 2 |
| Program Code | 38513 | Fiscal Year | 2024-2025 |
| | | Funding Notification Date | 08/14/24 |

| Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of service) | Practioner Type (Select Non Billing provider if the position is not expected to bill this period) | TOTAL | | 10000-251984-10000-10001792-0001 | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Funding Term | | 07/01/24-06/30/25 | | 07/01/24-06/30/25 | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **Pracitioner Type (Select from Drop Down)** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Administrative Assistant/Receptionist | Non Billing Staffing | 0.40 | $ 27,040.00 | 0.40 | $ 27,040.00 | | | | | | | | | | |
| Administrative Manager | Non Billing Staffing | 0.30 | $ 21,840.00 | 0.30 | $ 21,840.00 | | | | | | | | | | |
| Assistant Director of SUDS | Non Billing Staffing | 0.10 | $ 9,500.00 | 0.10 | $ 9,500.00 | | | | | | | | | | |
| Billing Coordinator/Counselor | Non Billing Staffing | 0.20 | $ 11,856.00 | 0.20 | $ 11,856.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.45 | $ 53,352.00 | 0.45 | $53,352.00 | | | | | | | | | | |
| Chief Operating Officer | Non Billing Staffing | 0.08 | $ 13,615.00 | 0.08 | $ 13,615.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.45 | $ 40,500.00 | 0.45 | $ 40,500.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Director of Behavioral Health | Non Billing Staffing | 0.40 | $ 50,000.00 | 0.40 | $ 50,000.00 | | | | | | | | | | |
| Director of Compliance and Quality Assurance | Non Billing Staffing | 0.08 | $ 10,114.00 | 0.08 | $ 10,114.00 | | | | | | | | | | |
| Front Desk Administrative Assistant | Non Billing Staffing | 0.20 | $ 11,243.00 | 0.20 | $ 11,243.20 | | | | | | | | | | |
| Janitor | Non Billing Staffing | 0.12 | $ 6,084.00 | 0.12 | $ 6,084.00 | | | | | | | | | | |
| Janitor/Maintenance & Facilities | Non Billing Staffing | 0.12 | $ 6,327.00 | 0.12 | $ 6,327.36 | | | | | | | | | | |
| Medical Record Clerk | Non Billing Staffing | 0.20 | $ 10,400.00 | 0.20 | $ 10,400.00 | | | | | | | | | | |
| Licensed Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.45 | $ 40,500.00 | 0.45 | $ 40,500.00 | | | | | | | | | | |
| MH Trainee - Therapist | Other Qualified Providers - Other Designated MH Staff tha | 0.10 | $ 9,500.00 | 0.10 | $ 9,500.00 | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| **Totals:** | | 6.64 | $ 591,872.00 | 6.64 | $ 591,871.56 | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - |
| **Employee Benefits:** | | 23.67% | $ 140,123.00 | 23.67% | $ 140,123.00 | 0.00% | | 0.00% | | 0.00% | | 0.00% | | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | | **$ 731,995.00** | | **$ 731,995.00** | | **$ -** | | **$ -** | | **$ -** | | **$ -** | | **$ -** |

**Appendix B - DPH 4: Operating Expenses Detail**

| | | | |
|---|---|---|---|
| Contract ID Number | 1000011308 | Appendix Number | B-1 |
| Program Name | Adult Behavioral Health | Page Number | 3 |
| Program Code | 38513 | Fiscal Year | 2024-2025 |
| | | Funding Notification Date | 08/14/24 |

| Expense Categories & Line Items | TOTAL | 10000-251984-10000-10001792-0001 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|---|---|---|---|---|---|---|
| **Funding Term** | 7/1/2024-6/30/2025 | 7/1/2024-6/30/2025 | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): |
| Rent | $ 81,366.00 | $ 81,365.59 | | | | | |
| Utilities (telephone, electricity, water, gas) | $ 20,839.00 | $ 20,839.46 | | | | | |
| Building Repair/Maintenance | $ 27,978.00 | $ 27,977.85 | | | | | |
| **Occupancy Total:** | **$ 130,183.00** | **$ 130,183.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Office Supplies | $ 4,832.00 | $ 4,831.50 | | | | | |
| Photocopying | $ 398.00 | $ 397.75 | | | | | |
| Program Supplies | $ 25,021.00 | $ 25,020.53 | | | | | |
| Computer Hardware/Software | $ 884.00 | $ 884.38 | | | | | |
| **Materials & Supplies Total:** | **$ 31,135.00** | **$ 31,134.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Training/Staff Development | $ 1,000.00 | $ 1,000.00 | | | | | |
| Insurance | $ 24,981.00 | $ 24,981.22 | | | | | |
| Professional License | $ - | $ - | | | | | |
| Permits | $ - | | | | | | |
| Equipment Lease & Maintenance | $ 565.00 | $ 565.44 | | | | | |
| **General Operating Total:** | **$ 26,546.00** | **$ 26,547.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Local Travel | $ 1,000.00 | $ 1,000.00 | | | | | |
| Out-of-Town Travel | $ - | | | | | | |
| Field Expenses | $ - | | | | | | |
| **Staff Travel Total:** | **$ 1,000.00** | **$ 1,000.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate, Amounts, and Practitioner Type if Billable Provider) | $ - | | | | | | |
| Ruth DePeralta, 7/1/2024 to 6/30/2025, $200/hr x 832 hrs = $166,400 | $ 166,400.00 | $ 166,400.00 | | | | | |
| Jackson & Coker, 4/22/2024 to 10/31/2024, $300/hr x 400 hrs = $120,000 | $ 120,000.00 | $ 120,000.00 | | | | | |
| Ross Quinn, 7/1/2024 to 6/30/2025, $180/hr x 120 hrs = $21,600 | $ 21,600.00 | $ 21,600.00 | | | | | |
| Ina Moon, 7/1/2024 to 6/30/2025, $125/hr x 300 hrs = $37,500 | $ 37,500.00 | $ 37,500.00 | | | | | |
| | $ - | | | | | | |
| | | | | | | | |
| | | | | | | | |
| **Consultant/Subcontractor Total:** | **$ 345,500.00** | **$ 345,500.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Other (provide detail): | $ - | | | | | | |
| | $ - | | | | | | |
| | $ - | | | | | | |
| **Other Total:** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 534,364.00** | **$ 534,364.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |

**Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)**

| | | | | | | |
|---|---|---|---|---|---|---|
| DHCS Legal Entity Number | 00341 | | | | Appendix Number | B-3 |
| Provider Name | Bayview Hunters Point Foundation | | | | Page Number | 1 |
| Provider Number | 3851 | | | | Fiscal Year | 2024-2025 |
| Contract ID Number | 1000011308 | | | | Funding Notification Date | 08/14/24 |
| Program Name | | | Children Outpatient | | | |
| Program Code | 38516 | | | | | |
| Mode (MH) or Modality (SUD) | 15 | | | | | |
| Service Description | Outpatient Services | | | | | |
| **Funding Term** (mm/dd/yy-mm/dd/yy): | 7/1/24-6/30/25 | | | | | |
| **FUNDING USES** | | | | | | **TOTAL** |
| Salaries & Employee Benefits | $ 812,037 | $ - | $ - | | | $ 812,037 |
| Operating Expenses | $ 242,046 | $ - | $ - | | | $ 242,046 |
| Capital Expenses | | | | | | $ - |
| **Subtotal Direct Expenses** | **$ 1,054,083** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,054,083** |
| Indirect Expenses | $ 158,113 | | | | | $ 158,113 |
| **Indirect %** | **15.0%** | **0.0%** | **0.0%** | **0.0%** | **0.0%** | **15.0%** |
| **TOTAL FUNDING USES** | **$ 1,212,196** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,212,196** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | | | | | | |
| MH CYF Fed SDMC FFP (50%) | $ 279,261 | | | | | $ 279,261 |
| MH CYF Fed SDMC FFP (50%) ERMHS | $ 150,000 | | | | | $ 150,000 |
| MH CYF State 2011 PSR-EPSDT | $ 150,485 | | | | | $ 150,485 |
| MH CYF State 2011 PSR-EPSDT ERM | $ 150,000 | | | | | $ 150,000 |
| MH CYF County General Fund | $ 346,475 | | | | | $ 346,475 |
| MH CYF County GF ERMHS | $ 129,475 | | | | | $ 129,475 |
| MH CYF County Local Match | $ 6,500 | | | | | $ 6,500 |
| | | | | | | |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | **$ 1,212,196** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,212,196** |
| **BHS SUD FUNDING SOURCES** | | | | | | |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| This row left blank for funding sources not in drop-down list | | | | | | $ - |
| **TOTAL BHS SUD FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **OTHER DPH FUNDING SOURCES** | | | | | | |
| | | | | | | $ - |
| This row left blank for funding sources not in drop-down list | | | | | | $ - |
| **TOTAL OTHER DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL DPH FUNDING SOURCES** | **$ 1,212,196** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,212,196** |
| **NON-DPH FUNDING SOURCES** | | | | | | |
| | | | | | | |
| This row left blank for funding sources not in drop-down list | | | | | | $ - |
| **TOTAL NON-DPH FUNDING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | **1,212,196** | **-** | **-** | **-** | **-** | **1,212,196** |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | | |
| Number of Beds Purchased | | | | | | |
| SUD Only - Number of Outpatient Group Counseling Sessions | | | | | | |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs | | | | | | |
| Payment Method | Outpatient Blended Rate (FFS) | | | | | |
| Unduplicated Clients (UDC) | 44 | | | | | |
| DPH Units of Service | 1,801 | | | | | |
| Unit Type | Hours | 0 | 0 | 0 | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | $ 672.93 | $ - | $ - | $ - | $ - | **Total UDC** |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | $ 672.93 | $ - | $ - | $ - | $ - | 44.00 |

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Contract ID Number 1000011308
Program Name Children Outpatient
Program Code 38516 & 38171

Appendix Number B-3
Page Number 2
Fiscal Year 2024-2025
Funding Notification Date 08/14/24

| Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of service) | Practioner Type (Select Non Billing provider if the position is not expected to bill this period) | TOTAL | | OUTPATIENT SERVICES | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | | Dept-Auth-Proj-Activity | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Funding Term | | 07/01/24-06/30/25 | | 07/01/24-06/30/25 | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | | (mm/dd/yy-mm/dd/yy): | |
| **Position Title** | **Pracitioner Type (Select from Drop Down)** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** | **FTE** | **Salaries** |
| Administrative Assistant/Receptionist | Non Billing Staffing | 0.50 | $ 33,800.00 | 0.50 | $ 33,800.00 | | | | | | | | | | |
| Administrative Manager | Non Billing Staffing | 0.30 | $ 21,840.00 | 0.30 | $ 21,840.00 | | | | | | | | | | |
| Assistant Director of SUDS | Non Billing Staffing | 0.10 | $ 9,500.00 | 0.10 | $ 9,500.00 | | | | | | | | | | |
| Billing Coordinator/Counselor | Non Billing Staffing | 0.40 | $ 23,712.00 | 0.40 | $ 23,712.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (M | 0.25 | $ 29,640.00 | 0.25 | $29,640.00 | | | | | | | | | | |
| Chief Operating Officer | Non Billing Staffing | 0.07 | $ 11,515.00 | 0.07 | $ 11,515.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.55 | $ 49,500.00 | 0.55 | $ 49,500.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.55 | $ 49,500.00 | 0.55 | $ 49,500.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| Director of Behavioral Health - Trainee Supervisor | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (M | 0.10 | $ 12,500.00 | 0.10 | $ 12,500.00 | | | | | | | | | | |
| Director of Compliance and Quality Assurance | Non Billing Staffing | 0.07 | $ 8,554.00 | 0.07 | $ 8,554.00 | | | | | | | | | | |
| Front Desk Administrative Assistant | Non Billing Staffing | 0.40 | $ 22,486.00 | 0.40 | $ 22,486.40 | | | | | | | | | | |
| Janitor | Non Billing Staffing | 0.12 | $ 6,032.00 | 0.12 | $ 6,032.00 | | | | | | | | | | |
| Janitor/Maintenance & Facilities | Non Billing Staffing | 0.12 | $ 6,273.00 | 0.12 | $ 6,273.28 | | | | | | | | | | |
| Medical Record Clerk | Non Billing Staffing | 0.40 | $ 20,800.00 | 0.40 | $ 20,800.00 | | | | | | | | | | |
| Licensed Clinician | LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MF | 0.50 | $ 45,000.00 | 0.50 | $ 45,000.00 | | | | | | | | | | |
| MH Trainee - Therapist | Non Billing Staffing | 0.50 | $ 47,500.00 | 0.50 | $ 47,500.00 | | | | | | | | | | |
| Director of Behavioral Health | Non Billing Staffing | 0.30 | $ 37,500.00 | 0.30 | $ 37,500.00 | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| | | 0.00 | $ - | | | | | | | | | | | | |
| **Totals:** | | 7.71 | $ 660,653.00 | 7.71 | $ 660,652.68 | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - | 0.00 | $ - |
| **Employee Benefits:** | | 22.91% | $ 151,384.00 | 22.91% | $ 151,384.00 | 0.00% | | 0.00% | | 0.00% | | 0.00% | | 0.00% | |
| **TOTAL SALARIES & BENEFITS** | | | **$ 812,037.00** | | **$ 812,037.00** | | **$ -** | | **$ -** | | **$ -** | | **$ -** | | **$ -** |

**Appendix B - DPH 4: Operating Expenses Detail**

| | | | |
|---|---|---|---|
| Contract ID Number | 1000011308 | Appendix Number | B-3 |
| Program Name | Children Outpatient | Page Number | 3 |
| Program Code | 38516 & 38171 | Fiscal Year | 2024-2025 |
| | | Funding Notification Date | 08/14/24 |

| Expense Categories & Line Items | TOTAL | OUTPATIENT SERVICES | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|---|---|---|---|---|---|---|
| **Funding Term** | 7/1/2024-6/30/2025 | 7/1/2024-6/30/2025 | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): | (mm/dd/yy-mm/dd/yy): |
| Rent | $ 90,506.00 | $ 90,506.47 | | | | | |
| Utilities (telephone, electricity, water, gas) | $ 23,181.00 | $ 23,181.00 | | | | | |
| Building Repair/Maintenance | $ 2,023.00 | $ 2,023.00 | | | | | |
| **Occupancy Total:** | **$ 115,710.00** | **$ 115,710.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Office Supplies | $ 357.00 | $ 356.92 | | | | | |
| Photocopying | $ 1,398.00 | $ 1,398.13 | | | | | |
| Program Supplies | $ 18,878.00 | $ 18,877.68 | | | | | |
| Computer Hardware/Software | $ 139.00 | $ 139.03 | | | | | |
| **Materials & Supplies Total:** | **$ 20,772.00** | **$ 20,772.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Training/Staff Development | $ - | | | | | | |
| Insurance | $ 21,248.00 | $ 21,247.68 | | | | | |
| Professional License | $ - | $ - | | | | | |
| Permits | $ - | | | | | | |
| Equipment Lease & Maintenance | $ 319.00 | $ 318.69 | | | | | |
| **General Operating Total:** | **$ 21,567.00** | **$ 21,566.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Local Travel | $ 1,000.00 | $ 1,000.00 | | | | | |
| Out-of-Town Travel | $ - | | | | | | |
| Field Expenses | $ - | | | | | | |
| **Staff Travel Total:** | **$ 1,000.00** | **$ 1,000.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate, Amounts, and Practitioner Type if Billable Provider) | $ - | | | | | | |
| Ross Quinn, 7/1/2024 to 6/30/2025, $180/hr @ 273.6 hrs = $49,248 | $ 49,248.00 | $ 49,248.00 | | | | | |
| Ina Moon, 7/1/2024 to 6/30/2025, $125/hr x 270 hrs = $33,370 | $ 33,750.00 | $ 33,750.00 | | | | | |
| | $ - | | | | | | |
| | | | | | | | |
| **Consultant/Subcontractor Total:** | **$ 82,998.00** | **$ 82,998.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| Other (provide detail): | $ - | | | | | | |
| | $ - | | | | | | |
| | $ - | | | | | | |
| **Other Total:** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL OPERATING EXPENSE** | **$ 242,047.00** | **$ 242,046.00** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |

Docusign Envelope ID: 9E161C03-5BC3-4875-BA27-914B79EC3CE3

## Appendix B - DPH 5: Capital Expenses Detail

Contract ID Number 1000011308
Program Name Behavioral Health & Children Outpatient
Program Code 38516 & 38171

Appendix Number B-1, B-3
Page Number 4
Fiscal Year 2024-2025
Funding Notification Date: 08/14/24

### 1. Equipment

| Item Description | Quantity | Serial #/VIN # | Unit Cost | Total Cost |
|---|---|---|---|---|
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| **Total Equipment Cost** | | | | $ - |

### 2. Remodeling

| Description | Total Cost |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| **Total Remodeling Cost** | $ - |

**Total Capital Expenditure** **$ -**
(Equipment plus Remodeling Cost)

**Appendix B - DPH 6: Contract-Wide Indirect Detail**

| | | | |
|---|---|---|---|
| Contractor Name | Bayview Hunters Point Foundation | Page Number | 5 |
| Contract ID Number | 1000011308 | Fiscal Year | 2024-2025 |
| | | Funding Notification Date | 8/14/24 |

**1. SALARIES & EMPLOYEE BENEFITS**

| Position Title | FTE | Amount |
|---|---|---|
| CEO | 0.35 | $ 87,587.50 |
| Human Resources Director | 0.35 | $ 48,300.00 |
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| | | |
| | | |
| Subtotal: | 0.70 | $ 135,888.00 |
| Employee Benefits: | 0.0% | $ - |
| **Total Salaries and Employee Benefits:** | | $ 135,888.00 |

**2. OPERATING COSTS**

| **Expenses** (Use expense account name in the ledger.) | Amount |
|---|---|
| Office rent | $ 75,000.00 |
| Office Exp and Supplies | $ 22,178.25 |
| Accounting Services | $ 65,000.00 |
| IT System Management (PCS) | $ 50,000.00 |
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| | |
| **Total Operating Costs** | $ 212,178.00 |

| | |
|---|---|
| **Total Indirect Costs** | **$ 348,066.00** |

| | | | |
|---|---|---|---|
| **Contractor / Provider** | **Provider Name** | **Bayview Hunters Point Foundation** | **Contract ID** 1000011308 |
| **Total Funding Amount / Fiscal Year** | **Funding Amount** | **$ 2,668,510** | **Fiscal Year** 2024-2025 |
| **Address / Phone** | 1625 Carroll Avenue, San Francisco, CA 94124 | | |
| **Contact Person** | James Bouquin | | |

| **Program Name** | **Adult Behavioral Health** | | | **Children Outpatient** | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Appendix Number** | B-1 | | | B-2 | | | A-# / B-# | | |
| **Program/ Appendix Funding Amount** | $1,456,313 | | | $1,212,196 | | | Program/ Appendix Funding Amount | | |
| **Funding Term** | 2024-2025 | | | 2024-2025 | | | Funding Term | | |
| | | **UOS** | **UDC** | | **UOS** | **UDC** | | **UOS** | **UDC** |
| ***Name of Mode (MH) or Modality (SUD)*** | ***15*** | | | ***15*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *1456313 / 538.98 = 2702 Units of Service* | 2,702 | 177 | *1212196 / 672.93 = 1801 Units of Service* | 1,801 | 44 | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***0*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | 0 | 0 | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***0*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | 0 | 0 | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***0*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | 0 | 0 | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***0*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | 0 | 0 | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |

| **Program Name** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Appendix Number** | A-# / B-# | | | A-# / B-# | | | A-# / B-# | | |
| **Program/ Appendix Funding Amount** | Program/ Appendix Funding Amount | | | Program/ Appendix Funding Amount | | | Program/ Appendix Funding Amount | | |
| **Funding Term** | Funding Term | | | Funding Term | | | Funding Term | | |
| | | **UOS** | **UDC** | | **UOS** | **UDC** | | **UOS** | **UDC** |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |

| **Program Name** | | | | | | |
|---|---|---|---|---|---|---|
| **Appendix Number** | A-# / B-# | | | A-# / B-# | | |
| **Program/ Appendix Funding Amount** | Program/ Appendix Funding Amount | | | Program/ Appendix Funding Amount | | |
| **Funding Term** | Appendix Term | | | Appendix Term | | |
| | | **UOS** | **UDC** | | **UOS** | **UDC** |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |
| ***Name of Mode (MH) or Modality (SUD)*** | ***Name of Mode (MH) or Modality (SUD)*** | | | ***Name of Mode (MH) or Modality (SUD)*** | | |
| *Write UOS formula calculation* | *Write UOS formula calculation* | | | *Write UOS formula calculation* | | |

| | |
|---|---|
| **Target Population** | |
| **Description of Services** | |

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# Appendix D

# SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

# THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT

# (SAA)

Docusign Envelope ID: 9E161C03-5BC3-4875-BA27-914B79EC3CE3

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Attachment 1 to SAA - System Specific Requirements

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# TERMS AND CONDITIONS

The following terms and conditions govern Third Party access to San Francisco Department of Public Health ("Department" and/or "City") Computer Systems. Third Party access to Department Computer Systems and Department Confidential Information is predicated on compliance with the terms and conditions set forth herein.

## SECTION 1 - "THIRD PARTY" CATEGORIES

1. **Third Party In General**: means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor's employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.

2. **Treatment Provider**: means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.

3. **Education Institution**: means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.

4. **Health Insurer**: means an entity seeking access to provide health insurance or managed care services for Department patients.

## SECTION 2 - DEFINITIONS

1. "**Agreement**" means an Agreement between the Third Party and Department that necessitates Third Party's access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.

2. "**Department Computer System**" means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.

3. "**Department Confidential Information**" means information contained in a Department Computer System, including identifiable protected health information ("PHI") or personally identifiable information ("PII") of Department patients.

4. "**Third Party**" and/or "**Contractor**" means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.

5. "**User**" means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party's employees, students/trainees, agents, and subcontractors.

## SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility**. Third Party is responsible for its work force and each Third Party User's compliance with these Third Party System Access Terms and Conditions.

2. **Limitations on Access**. User's access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

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3. **Qualified Personnel**. Third Party and Department (i.e., training and onboarding) shall ensure that Third Party Users are qualified to access a Department Computer System.

4. **Remote Access/Multifactor Authentication**. Department may permit Third Party Users to access a Department Computer System remotely. Third Party User shall use Department's multifactor authentication solution when accessing Department systems remotely or whenever prompted.

5. **Issuance of Unique Accounts**. Department will issue a unique user account for each User of a Department Computer System. Third Party User is permitted neither to share such credentials nor use another user's account.

6. **Appropriate Use**. Third Party is responsible for the appropriate use and safeguarding of credentials for Department Computer System access issued to Third Party Users. Third Party shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, download, transfer, read, use, or disclose Department Confidential Information other than for the use category described in Section 1 – "Third Party" Categories.

7. **Notification of Change in Account Requirements**. Third Party shall promptly notify Department via Third Party's Report for DPH Service Desk (dph.helpdesk@sfdph.org in the event that Third Party or a Third Party User no longer has a need to use Department Computer Systems(s), or if the Third Party User access requirements change. Such notification shall be made no later than one (1) business day after determination that use is no longer needed or that access requirements have changed.

8. **Assistance to Administer Accounts**. The Parties shall provide all reasonable assistance and information necessary for the other Party to administer the Third Party User accounts.

9. **Security Controls**. Third Party shall appropriately secure Third Party's computing infrastructure, including but not limited to computer equipment, mobile devices, software applications, and networks, using industry standard tools to reduce the threat that an unauthorized individual could use Third Party's computing infrastructure to gain unauthorized access to a Department Computer System. Third Party shall also take commercially reasonable measures to protect its computing infrastructure against intrusions, viruses, worms, ransomware, or other disabling codes. General security controls include, but are not limited to:

a **Password Policy**. All users must be issued a unique username for accessing City Data. Third Party must maintain a password policy based on information security best practices as required by 45 CFR § 164.308 and described in NIST Special Publication 800-63B.

b **Workstation/Laptop Encryption**. All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must be configured with full disk encryption using a FIPS 140-2 certified algorithm.

c **Endpoint Protection Tools**. All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must maintain a current installation of comprehensive anti-virus, anti-malware, anti-ransomware, desktop firewall, and intrusion prevention software with automatic updates scheduled at least daily.

d **Patch Management**. To correct known security vulnerabilities, Third Party shall install security patches and updates in a timely manner on all Third Party-owned workstations, laptops, tablets, smart phones, and similar devices that access Department Computer Systems based on Third Party's risk assessment of such patches and updates, the technical requirements of Third Party's computer systems, and the vendor's written recommendations. If patches and

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updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.

e **Mobile Device Management**. Third Party shall ensure both corporate-owned and personally owned mobile devices have Mobile Device Management (MDM) installed. Given the prevalence of restricted data in Third Party's environment, all mobile devices used for Third Party's business must be encrypted. This applies to both corporate-owned and privately-owned mobile devices. At a minimum, the MDM should: Enforce an entity's security policies and perform real-time compliance checking and reporting; Enforce strong passwords/passcodes for access to mobile devices; Perform on-demand remote wipe if a mobile device is lost or stolen; Mandate device encryption.

10. **Auditing Accounts Issued**. Department reserves the right to audit the issuance and use of Third Party User accounts. To the extent that Department provides Third Party with access to tools or reports to audit what Department Confidential Information a Third Party User has accessed on a Department Computer System, Third Party must perform audits on a regular basis to determine if a Third Party User has inappropriately accessed Department Confidential Information.

11. **Assistance with Investigations**. Third Party must provide all assistance and information reasonably necessary for Department to investigate any suspected inappropriate use of a Department Computer Systems or access to Department Confidential Information. The Department may terminate a Third Party' User's access to a Department Computer System following a determination of inappropriate use of a Department Computer System.

12. **Inappropriate Access, Failure to Comply**. If Third Party suspects that a Third Party User has inappropriately accessed a Department Computer System or Department Confidential Information, Third Party must immediately, and within no more than one (1) business day, notify Department.

13. **Policies and Training**. Third Party must develop and implement appropriate policies and procedures to comply with applicable privacy, security and compliance rules and regulations. Third Party shall provide appropriate training to Third Party Users on such policies. Access will only be provided to Third Party Users once all required training is completed.

14. **Third Party Data User Confidentiality Agreement**. Before Department Computer System access is granted, as part of Department's compliance, privacy, and security training, each Third Party User must complete Department's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

15. **Corrective Action**. Third Party shall take corrective action upon determining that a Third Party User may have violated these Third Party System Access Terms and Conditions.

16. **No Technical or Administrative Support**. Except as provided herein or otherwise agreed, the Department will provide no technical or administrative support to Third Party or Third Party User(s) for Department Computer System access; provided, however, that the foregoing does not apply to technical or administrative support necessary to fulfill Third Party's contractual and/or legal obligations, or as required to comply with the terms of this Agreement.

## SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

1. **Permitted Access, Use and Disclosure**. Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).

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2. **Redisclosure Prohibition**. Treatment Providers may not redisclose Department Confidential Information, except as otherwise permitted by law.

3. **HIPAA Security Rule**. Under the HIPAA Security Rule, Treatment Providers must implement safeguards to ensure appropriate protection of protected/electronic health information (PHI/EHI), including but not limited to the following:

a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;

b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;

c) Protect against reasonably anticipated, impermissible uses or disclosures; and

d) Ensure compliance by their workforce.

## SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

1. **Education Institution is Responsible for its Users**. Education Institutions shall inform Education Institution Users (including students, staff, and faculty) of their duty to comply with the terms and conditions herein. Department shall ensure that all Education Institution Users granted access to a Department Computer System shall first successfully complete Department's standard staff training for privacy and compliance, information security and awareness, and software-application specific training before being provided User accounts and access to Department Computer Systems.

2. **Tracking of Training and Agreements**. Department shall maintain evidence of all Education Institution Users (including students, staff, and faculty) having successfully completed Department's standard staff training for privacy and compliance and information security and awareness. Such evidence shall be maintained for a period of five (5) years from the date of graduation or termination of the Third Party User's access.

## SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

1. **Permitted Access, Use and Disclosure**. Health Insurers and Health Insurer Users may access Department Confidential Information only as necessary for payment processing and audits, including but not limited to quality assurance activities, wellness activities, care planning activities, and scheduling.

2. **Member / Patient Authorization**. Before accessing, using, or further disclosing Department Confidential Information, Health Insurers must secure all necessary written authorizations from the patient / member or such individuals who have medical decision-making authority for the patient / member.

## SECTION 7 - DEPARTMENT'S RIGHTS

1. **Periodic Reviews**. Department reserves the right to perform regular audits to determine if a Third Party's access to Department Computer Systems complies with these terms and conditions.

2. **Revocation of Accounts for Lack of Use**. Department may revoke any account if it is not used for a period of ninety (90) days.

3. **Revocation of Access for Cause**. Department and Third Party reserves the right to suspend or terminate a Third Party User's access to Department Computer Systems at any time for cause, i.e., the Parties determined that a Third-Party User has violated the terms of this Agreement and/or Applicable law.

4. **Third Party Responsibility for Cost**. Each Third Party is responsible for its own costs incurred in connection with this Agreement or accessing Department Computer Systems.

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## SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

1. **Data Breach Discovery**. Following Third Party's discovery of a breach of City Data disclosed to Third Party pursuant to this Agreement, Third Party shall notify City in accordance with applicable laws. Third Party shall:

   i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and

   ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

2. **Investigation of Breach and Security Incidents.** To the extent a breach or security system is identified within Third Party's System that involves City Data provided under this Agreement, Third Party shall investigate such breach or security incident. For the avoidance of doubt, City shall investigate any breach or security incident identified within the City's Data System To the extent of Third Party discovery of information that relates to the breach or security incident of City Data, Third Party User shall inform the City of:

   i. the City Data believed to have been the subject of breach;

   ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;

   iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and

   iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

3. **Written Report. To the extent a breach is identified within Third Party's System,** Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.

4. **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach

5. **Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

6. **Media Communications.** The Parties shall together determine any communications related to a Data Breach.

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

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## A. Attachment 1 to SAA
## System Specific Requirements

**I. For Access to Department Epic through Care Link the following terms shall apply:**

**A.** Department Care Link Requirements:

**1.** Connectivity.

a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

**2.** Compliance with Epic Terms and Conditions.

a) Third Party will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department Care Link:

**3.** Epic-Provided Terms and Conditions

a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.

b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

**II. For Access to Department Epic through Epic Hyperspace the following terms shall apply:**

**B.** Department Epic Hyperspace:

**1.** Connectivity.

a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.

**2.** Application For Access and Compliance with Epic Terms and Conditions.

a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: https://userweb.epic.com/Forms/AccessApplication. Epic Systems Corporation notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

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prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

**III. For Access to Department myAvatar the following terms shall apply:**

**A.** Department myAvatar

**1.** Connectivity.

a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

2. Information Technology (IT) Support.

a. Third Party must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

3. Access Control.

a. Access to the BHS Electronic Heath Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf

b. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf

**c.** All licensed, waivered, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

**I. For Access to Department Epic through OutReach**

A. Department OutReach Requirements:

1. Connectivity.

d) Third Party Responsibility: The Third Party is required to obtain and maintain an active internet connection and necessary equipment in compliance with the specifications provided by both Epic and the Department.

d) Technical Equipment Changes: The specifications for accessing OutReach may be updated over time. Third Party must ensure their equipment and software align with these specifications and bear any related costs.

d) Equipment Ownership: Access to the system by Third Party Data Users must occur exclusively through equipment owned, leased, and maintained by the Third Party.

d) Equipment Purchase: Compatible equipment required for use with OutReach is the responsibility of the Third Party.

2. Compliance with Epic Terms and Conditions

a) Obligations: The Third Party will access and use the system strictly according to Epic's Terms and Conditions. Data Users must electronically accept these terms during their initial login to OutReach.

3. Epic-Provided Terms and Conditions

a) Usage Rules: Basic rules are provided by Epic that apply when using the Epic OutReach account. These include:

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a. Purpose of Use: Access to Epic OutReach is intended to facilitate care for shared patients, manage referral data, or further legitimate business interests with respect to data from an Epic customer's system.
b. Restrictions: Users are prohibited from using Epic OutReach to develop similar software to EpicCare Link. Additionally, account information must not be shared with individuals outside the organization.

# RFQ 17-2016

**Mental Health Services Act**
**School Based Programs**

## DEPARTMENT OF PUBLIC HEALTH

Behavioral Health Services (BHS)

**Request for Qualifications (RFQ) 17- 2016**

**DEPARTMENT OF PUBLIC HEALTH**
**OFFICE OF CONTRACT MANAGEMENT AND COMPLIANCE**
**1380 HOWARD STREET, SUITE 421**
**SAN FRANCISCO, CA 94103**

**CONTACT**
**MAHLET GIRMA**
**CONTRACT ANALYST**
**(415) 255-3504**

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|---|---|
| Date issued: | July 20, 2016 |
| Email Questions Period: | July 20, 2016 – August 4, 2016 |
| Letter of Intent due: | 12:00 p.m., August 12, 2016 |
| **Applications due:** | **12:00 p.m., August 24, 2016** |

**Request for Qualifications for: RFQ 17-2016 MHSA School Based Programs**

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**Appendices:**

The following appendices (A-1, A-2, A-3) are available in three separate folders in the zip file attachment available for download at: the Department of Public Health RFP/Q Center located at http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp. Click on **RFQ 17 - 2016** and follow the instructions.

***A-1. THESE FORMS MUST BE COMPLETED IN ORDER FOR QUALIFICATIONS TO BE CONSIDERED.***

Zip archive name: **A1.zip**

Files included:

- **RFQ Form # 1** Solicitation and Offer & Appendix A1-a
  **RFQ Form # 2** Contractual Record Form Appendix A1-a
  **CMD Attachment** 2.doc Appendix A1-a this contains the required CMD forms mentioned in Section VI.N.2 (page 10 of this RFQ).
- **Letter of Intent** Appendix A1-b
  *Form to submit a Letter of Intent (LOI)*
- **Agency Cover Sheet** Appendix A1-c

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**A-2. Forms the qualified firm must submit within 5 working days after the notification of an award.**

Zip archive name: **A2.zip**

**If the qualified firm is a current vendor with the City you may not need to submit these forms**

Files included:

- **MCO Dec.pdf**
  Declaration for the Minimum Compensation Ordinance
- **HCAO Dec.pdf**
  Declaration for the Health Care Accountability Ordinance
- **Vendor Profile.pdf**
  Vendor Profile Application
- **Biztax.pdf**
  Business Tax Application Form (P-25)
- **Fw9.pdf**
  Federal W-9
- **Employer Projection of Entry Level Positions rev7-11.doc**
  Form for the city First Source Hiring Program
- **12b101.pdf**

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**A-3. For Information Only**

Zip archive name: **A3.zip**

Files included:

- **Standard Professional Services.pdf**
  The City Standard Professional Services Agreement (p-600)
- **Insurance Requirements.pdf**
  Department of Public Health Insurance Requirements
- **Ins. Sample.pdf**
  Sample Insurance certificate and Endorsement
- **HIPAA for Business Associates Exhibit.pdf**
  Standard DPH HIPAA Business Associates Exhibit
- **Quickref.pdf Also visit:**
  http://sfgsa.org/index.aspx?page=6125
  Quick Reference Guide to Chapter 12B

# I. INTRODUCTION

## A. General

Behavioral Health Services (BHS) under the San Francisco Department of Public Health (DPH) is issuing this Request for Qualifications (RFQ) to identify applicants that will meet the service goals requested in this RFQ. The department encourages both competition and collaboration between different agencies to meet the needs of children and youth through the School-Based Programs element of the Mental Health Service Act's Prevention and Early Intervention (PEI) Programming for:

1. **School-Based Wellness Promotion programs at high schools**, and
2. **Early Intervention Program Consultation at elementary and middle schools**

**Applicants can bid separately for one or all programs**. The funding for these programs will be from Mental Health Services Act (MHSA) as authorized by Proposition 63 that was approved by California voters to support fundamental changes to the access and delivery of mental health services in California. Proposition 63 was enacted into law in January 2005 and became known as the Mental Health Services Act (MHSA). MHSA is funded through a 1% tax on any personal income in excess of $1 million. The 'system transformation' envisioned by the MHSA is founded on the belief that all individuals - including those living with the challenges caused by mental illness – are capable of living satisfying, hopeful, and contributing lives. MHSA provides the resources necessary for San Francisco to realize the vision of recovery for individuals and families served by the mental health system.

MHSA is guided by five principles:

1. Cultural Competence – Services should reflect the values, customs, beliefs, and languages of the populations served and eliminate disparities in service access.
2. Community Collaboration – Services should strengthen partnerships with diverse sectors to help create opportunities for employment, housing, and education.
3. Client, Consumer, and Family Involvement – Services should engage clients, consumers, and families in all aspects of the mental health system, including planning, policy development, service delivery, and evaluation.
4. Integrated Service Delivery – Services should reinforce coordinated agency efforts to create a seamless experience for clients, consumers, and families.
5. Wellness and Recovery – Services should promote recovery and resiliency by allowing clients and consumers to participate in defining their own goals so they can live fulfilling and productive lives.

It is the MHSA's philosophy that mental health needs are not defined by symptoms but rather by a focus on achieving, maintaining, and promoting the overall health and well-being of the individual and family. Proposed programs that reflect the wellness and recovery model should be able to demonstrate that their consumers and their family members are empowered to
1) establish, work toward and achieve their personal goals;
2) learn new skills and strategies to manage the challenges in their lives; and
3) draw strength and growth from their lived experiences.

The programs in this RFQ will be funded, specifically, by MHSA Prevention and Early Intervention (PEI) dollars. The purpose of PEI programs is to engage individuals before the development of serious mental illness and/or to lessen the need for extended mental health treatment by proactively coordinating access to support at the very earliest stages of mental health challenges. The applicants must demonstrate the ability to adhere to the MHSA principles and PEI guidelines, and also meet the service goals listed in this RFQ.

Current School-Based Mental Health Programs are designed to reduce risk factors, promote wellness and reduce stigma related to mental health – with special attention to at-risk and underserved populations. These programs serve children and youth who are at-risk of failing school, frequently absent or truant, display challenging behaviors in the classroom or have been exposed to trauma.

The degree to which a Candidate meets the minimum qualifications of the RFQ will be determined through a review process to evaluate the Candidate's application materials (see Section V. Evaluation and Selection Criteria).

**Applicants can bid separately for one or all programs**. Please note, while current School-Based Mental Health Program sites are identified in this RFQ, they are subject to change during the course of the process whereby contract agencies are engaged. This RFQ will develop a list of qualified candidates. The specific programming and school assignment will be determined in the contract negotiation phase with DPH, the selected contractor and/or the schools.

## B. Contract Term and Funding

A projected total of **$1,150,000** is available under this RFQ for School Based Mental Health Programs. All amounts are subject to available funding. Fiscal Year 2017 -2018 projected funding is dependent available funds and SFDPH/CBHS reserves its sole right to award all or a portion of funds available.

Contracts shall have an original term from **July 1, 2017** to **June 30, 2018**. In addition, the City shall have five (5) options to extend the term for a period of one (1) year, for a total of six (6) year contract, subject to annual availability of funds and annual satisfactory contractor performance and system of needs. The City has the sole, absolute discretion to exercise this option.

| Service Categories for School-Based Programs | Estimated Annual Budget (final budget to be determined) |
|---|---|
| 1. School-Based Wellness Promotion at high schools | $730,000 |
| 2. Early Intervention Program Consultation at elementary and middle schools | $420,000 |

The estimated budget(s) amount may increase or decrease depending on funding availability. Projected funding is dependent on available funds and DPH/BHS reserves its sole right to award all or a portion of funds available. DPH will award a contract to the top scoring qualified applicant of each service category.

Upon the sole discretion of DPH, DPH may award multiple top scoring qualified applicants of a specific service category, depending upon the needs of the community and the needs of the project. In addition, the Department reserves the right to issue multiple contracts to multiple vendors that are qualified and that submit an application. Each contract will be for services that the contractor has bid for in this RFQ.

## C. Schedule

The anticipated schedule for selecting a contractor is:

| Proposal Phase | Time | Date |
|---|---|---|
| RFQ is issued by the City | | July 20, 2016 |

| | | |
|---|---|---|
| Email Questions Begin | | July 20, 2016 |
| Email Question End | 12:00 p.m. | August 4, 2016 |
| Letters of Intent | 12:00 p.m. | August 12, 2016 |
| **Applications due** | **12:00 p.m.** | **August 24, 2016** |

| | |
|---|---|
| *Estimated Dates* | |
| *Technical Review Panel* | Week of September 6, 2016 |
| *Contract Selection & Development* | *September / October 2016* |
| *Negotiations* | *October / November 2016* |
| *Contract Development & Processing* | *November / December 2016* |
| *Service Start Date* | July 1, 2017 |

# II. SCOPE OF WORK

## A. Services

**Overview of School-Based Mental Health Programs**
This RFQ outlines the School-Based Mental Health Programs and seeks to identify a number of qualified service providers to support, sustain and advance the services. The selected service providers, in collaboration with BHS and behavioral health consumers, will be responsible for the continued development and promotion of the MHSA programs utilizing evidence based practices and wellness recovery principles.

This RFQ calls for a competitive process and DPH encourages multiple agencies to apply. Six (6) existing programs are included in this RFQ. These programs include:

1. Behavioral Health Services at Balboa Teen Health Center
2. School-Based Mental Health Services
3. School-Based Youth Early Intervention Program
4. PEI School-Based Wellness Centers
5. School Based-Early Intervention at Burton High School
6. Trauma and Recovery Services

**Community-Defined Needs**
BHS collected information from mental health consumers, family members of mental health consumers, the broader community and Mental Health Services Act (MHSA) programs to better understand the respective needs in the context of School-Based community mental health services.

BHS conducted an evaluation to assess the impact and implementation of School-Based Mental Health Services utilizing a mixed methods approach to determine the efficacy and fidelity of the two primary methods utilized by the School-Based mental health service providers. The elementary and middle school programs used a program consultation model designed to increase self-efficacy among teachers and administrators in the targeted schools, thereby increasing their capacity to support students in ways that allow the students to be more successful academically and behaviorally. The high school programs used a wellness promotion model, which is designed to affect students directly by helping them address behavioral health challenges, improve connectedness to school, engage in supportive adult relationships and access increased behavioral and academic support outside of school.

Qualitative data (i.e., interviews and focus groups) unequivocally point to greater teacher efficacy and improved student outcomes achieved over time through these efforts. Quantitative data (e.g., survey results) were less likely to show pre/post improvements, although 75% of the participating high school

students agree/strongly agree that they have improved their academic performance since participating in their School-Based Mental Health Programs.

The evaluation identified the following factors as contributing to successful School-Based Mental Health Programs. School-Based Mental Health Program RFQ respondents should be prepared to address the following evaluation recommendations, as applicable.

1. Alignment with the needs and resources of the schools. This includes aligning program objectives with those of the schools and respecting the culture of the school and community.
2. Staffing tenure and consistency.
3. Maintaining role clarity.
4. Creating a "safe space" for students by ensuring confidentiality and consistent attention to the students' needs.
5. Creating a "safe space" for teachers and administrators to think about the challenges they are facing, to receive professional coaching and to try out new strategies with students.
6. Agency capacity to collect, analyze and report on data that are relevant to the evaluation.

**Prevention and Early Intervention (PEI) Regulations**

All RFQ applicants should be prepared to comply with the statewide MHSA Prevention and Early Intervention Program (PEI) regulations that were adopted on October 6, 2015. These PEI regulations require that PEI-funded programs collect program data, measure the efficacy of program services and report the impact of services on its intended communities. These new regulations explore various ways to document linkage to treatment and call for a higher level of data tracking (linkage to care, early identification signs and demographics). Demographic data reporting includes age, race/ethnicity, primary language, sexual orientation, disability status, veteran status, and gender (assigned at birth & current identity).

DPH/BHS is committed to help providers meet the new requirements. In collaboration with the DPH Office of Quality Management (OQM), BHS will provide on-going education and technical assistance to help set up strategies and activities to collect appropriate data. In addition, BHS is currently working with the state and other counties to exchange and develop new efforts for data collection.

**Service Provider Responsibilities**

This RFQ broadly describes a proposed school-based service model. However, the selected service provider(s), in collaboration with BHS, children/youth and their families, will be responsible for the design and implementation of these school-based programs. The ideal service provider(s) should be open to a collaborative process with BHS and BHS consumers, with regard to program development, implementation, evaluation and long-term strategic planning. The provider(s) will participate in evaluating the service delivery of these programs and frequently assess the needs of the community and implement changes with the input of behavioral health consumers. A strong partnership between the service provider(s) and BHS is a vital component of this project, in addition to collaboration among other BHS school-based, vocational, educational and community programs in order to share best practices and to learn about other programs in order to provide an array of opportunities to the children/youth and their families.

The ideal provider(s) should demonstrate their ability to engage, inform and empower the adults who interact directly with at-risk school-age children and youth - including but not limited to parents/caregivers, teachers, positive adult role models, and juvenile justice, child welfare and behavioral health professionals. Successful provider(s) will help these key adults to identify social-emotional and behavioral health challenges as early as possible and to ensure that children, youth and families are quickly connected with appropriate services and providers.

The content of any school-based mental health curriculum and professional development programming should be based on the wellness and recovery principles described above. These programs should be strength-based, holistic, empowering, child/youth led, family centered and community oriented.

**Service Descriptions**
The following describes a proposed model for the School-Based Mental Health Programs for:

1. School-Based Wellness Promotion Programs at High Schools
2. The Early Intervention Program Consultation at Elementary and Middle Schools

**Applicants can bid separately for one or all programs**.

## 1. School-Based Wellness Promotion Programs at High Schools

**Program Overview**
MHSA provides funding to prevention and early intervention programs that serve students on high school campuses. Some examples of School-Based Wellness Promotion services include individual therapy and case management, group counseling, crisis intervention, leadership development programs, academic support, educational workshops, and family engagement. The broad range of services corresponds to the varied needs of high school students, who see MHSA-funded providers for everything from homework help to crisis intervention.

An overall goal of the School-Based Wellness Promotion programs at high schools is to enhance students' perception of school connectedness, especially among students who exhibit some form of behavioral health challenge. A premise of this program is that school connectedness will lead to improved attendance, graduation rates, and academic performance among students with behavioral health challenges and an overall improvement in perception of safety at school across the entire student body and faculty. These programs also aim to bolster students' life skills, such as leadership and decision-making skills, and strengthen their resiliency and self-esteem.

The School-Based Wellness Promotion programs provide a wide range of services, such as:

- Youth development programs to empower student leadership, social entrepreneurship and service learning
- Mental health support screening and needs assessment
- Case management (including referral and linkage services) for students and parents on a scheduled and drop-in basis
- Individual and group counseling for students and families
- Truancy wrap-around support for the youth, care-givers and school staff
- Trauma-related support, psychoeducation and treatment
- Crisis intervention
- Community building/violence prevention events
- Family/caregiver engagement programs

Beyond delivery of direct services to students and their families, the service provider will also be responsible for collaboration with the school staff and other providers working in the identified schools. This collaborative work will 1) provide the school and other agency staff with consultation and professional development regarding behavioral health issues and best practices; 2) enhance school-based multidisciplinary teams (e.g., CARE, CORE, SST and IEP meetings); 3) help students and families navigate the public systems of care and support services; and 4) help the schools maximize their resources to support youth wellness.

The service provider is also responsible for managing program service and outcome data that will inform regular formative and summative evaluation of the program in collaboration with the external evaluator. The provider will also provide regular program data reports to BHS.

When feasible, the service provider will also bill Medi-Cal, leverage funding and/or collaborate with existing services in order to sustain and grow service provision over time.

**Target Population**

As a prevention and early intervention program, the School-Based Wellness Promotion Programs at high schools are designed to serve all students who request services, with special emphasis on youth who exhibit behavioral health difficulties. Included in this target population will be youth who have experienced a traumatic event and/or the symptoms that stem from chronic and/or complex trauma. This population will also include youth who are frequently tardy, absent or truant from school and who may be at-risk from school failure. The service provider may also inquire whether there are conditions such as adverse childhood experiences, poverty and other conditions that may warrant prioritizing specific subgroups for services.

Demographics of the service population should be broadly reflective of the racial/ethnic, gender and socioeconomic makeup of the schools as a whole. As a high school program, it is anticipated that the age range of participants will be between 14 and 18 years of age. The School-Based Wellness Promotion programs will also provide services to student families/caregivers and school personnel.

DPH/BHS intends to offer the following School-Based Wellness Promotion services at the following San Francisco Unified School District high schools:

1. Wellness Center services at Burton High School; Balboa High School; June Jordan High School; and the San Francisco School of the Arts High School
2. Trauma-Focused services serving identified students within the San Francisco Unified School District high schools
3. Truancy Supportive services serving identified students within the San Francisco Unified School District high schools

The school district and DPH/BHS has identified these above schools with the highest need for support at this time. School sites are subject to change at a future time.

**Key Elements Funded under this RFQ**

The selected service provider(s) will be responsible for designing and implementing a School-Based Wellness Promotion program model that utilizes an diverse approach of modalities in order to enhance life skills, increase healthy relationships, decrease crises events and truancy, and improve the overall quality of life for each youth/young adult.

The key elements for achieving an eclectic school-based model for high school students may include, but not limited to, the following:

- Outreach activities including health fairs, classroom presentations and school assemblies to raise awareness about behavioral health, available resources, and to provide linkage
- Street outreach and resource linkage for school reengagement and professional/career development skill building
- Face-to-face mental health screening and assessments to identify strengths and needs.
- Drop-in case management service hours for students and parents/caregivers to address concerns, as needed
- In-home individual and/or family therapy services offering an array of evidence-based and strength-based modalities

- Wrap-around services with a focus on reducing truancy by providing customized referrals and linkages for students and their parents/caregivers
- Stipend-based community service activities to engage youth in school and help to increase attendance
- Peer-based engagement support with student peers who utilize their own lived experience to reengage youth/young adults
- School climate workshops to build student knowledge and skills in order to minimize additional traumatic experiences (e.g., involvement in the juvenile justice system) and to enhance students' leadership and social skills
- Adult workshops to orient parents and caregivers to youth and family services available both on- and off-campus
- Student leadership development programs to build youths' life-skills in healthy decision making and pro-social support systems
- Activities to recognize student accomplishments and goal achievement, including award ceremonies and other community events
- Trauma-focused interventions including individual therapy, family therapy, clinical collateral with significant people, clinical case management services, and crisis response
- Consultation and psychoeducation services to teach school personnel about behavioral health needs including trauma-related symptoms, PTSD, attention-seeking behaviors, common reasons for truancy, and to teach best practices for supporting these youth

In addition, The San Francisco Unified School District has requested a need for increased programming that emphasizes parent/caregiver engagement. The selected service provider(s), in collaboration with DPH/BHS, will be responsible for developing new programs that support the parents/caregivers and help to increase their efforts to engage with school personnel and their youth, particularly at the adolescent level.

## 2. The Early Intervention Program Consultation at Elementary and Middle Schools

### Program Overview

The Early Intervention Program Consultation approach is designed to provide regular mental health consultation to teachers, support staff and administrators at designated elementary and middle schools. This consultation includes both school-day and out-of-school-time (OST) staff with particular focus on teachers and staff who are challenged by students' emerging mental health and behavioral needs. This approach also provides professional development regarding such issues as child development, behavioral de-escalation, trauma triggers, staff dynamics and disabilities. Programs also provide support to school-day and OST staff to create inclusive environments for children with disabilities.

Early Intervention Program Consultation staff also provide an array of direct services to students and their families. These direct services include outreach and engagement, screening and assessment, one-to-one intervention, crisis response, parent education, collateral service with family members and other activities involving a therapeutic alliance.

Early Intervention Program Consultation staff also help to facilitate regular mental health collaborative meetings with school leadership, teachers, support staff and community mental health providers to create and maintain a seamless system of care approach in the selected schools. They also help to facilitate CARE Team (or other collaborative team models) meetings whereby student/family/classroom needs are identified and collaborative strategies are developed and deployed to meet those needs.

### Target Population

As a prevention and early intervention program, the Early Intervention Program Consultation will be designed to serve all students who request services, with special emphasis on youth who exhibit

behavioral health difficulties. The service provider may also inquire whether there are conditions such as adverse childhood experiences, poverty and other conditions that may warrant prioritizing specific subgroups for services.

Demographics of the service population should be broadly reflective of the racial/ethnic, gender and socioeconomic makeup of the schools as a whole. As an elementary/middle school program, it is anticipated that the age range of participants will be between 5 and 14 years of age. The Early Intervention Program Consultation will also provide services to student families/caregivers and school personnel.

DPH/BHS intends to offer the following Early Intervention Program Consultation services at the following San Francisco Unified School District schools:

1. Charles Drew College Preparatory Academy
2. Hillcrest Elementary School
3. James Lick Middle School

The school district and DPH/BHS has identified these above schools with the highest need for support at this time. School sites are subject to change at a future time.

**Key Elements Funded under this RFQ**

The selected service provider(s) will be responsible for designing and implementing a school-based model that utilizes an eclectic approach of modalities in order to increase coping skills of children, increase healthy relationships, increase the skill-level of teachers and school staff, and improve the overall quality of life for each child/youth.

The key elements for achieving an eclectic school-based model for elementary and middle school students may include, but not limited to, the following:

- Classroom observation with a comprehensive consultation plan to teachers responding to weekly needs of children/youth.
- Supportive strategies that foster positive teacher-student, teacher-parent and student-parent relationships.
- Gross motor activities to assist with focus such as Zumba, yoga, stretching, dance, etc.
- Calming practices including tactile stimulation, deep-breathing and play-based techniques.
- Care coordination for students and their families integrating primary care, behavioral health, the SFUSD, mentors, after-school staff and anyone playing a significant role in the life of the student.
- Brief therapeutic support, behavior coaching and early intervention strategies.
- Face-to-face assessments of children, families and the overall "school climate".
- Engagement strategies to promote family involvement at all levels of service.
- Use of peers and classroom supports.
- Activities that recognize accomplishments and goal achievement including award ceremonies and other community events.

**Evaluation for All Programs**

The selected service provider(s) will evaluate the service delivery and work in close partnership with the SFDPH Office of Quality Management (OQM) to develop a comprehensive evaluation plan and tools to measure outcomes. An evaluation plan should guide the design and implementation of all of the programs. In addition, it should provide tools to learn how these programs impact those participating. The evaluation plan should be carried out in a collaborative manner where input from stakeholders (including consumers) is continuously obtained. The use of surveys, focus groups, or key informant interviews may be used.

The selected service provider(s) will be responsible for compiling evaluation reports summarizing the program design, results, outcomes, lessons learned, and ways to continuously improve program services based on consumer feedback. All providers should be able to comply with the statewide PEI regulations that were adopted on October 6, 2015. These PEI regulations require that PEI-funded programs collect a higher level of program data, measure the efficacy of program services and report the impact of services on its intended communities. The provider(s) may be asked to share their evaluation findings with key stakeholders.

The selected provider(s) will develop annual process and outcome objectives. Providers are encouraged to utilize the technical assistance and support of the OQM evaluators. These evaluators can work directly with service providers or offer assistance at group meetings. These resources can help identify indicators of success, design evaluation instruments to measure program strategies, and determine which data collection approach is most feasible given a program's capacity.

In addition, the selected service providers are required to complete and submit annual year-end program reports to DPH/BHS - MHSA and receive site visits from MHSA staff and the DPH Business Office of Contract Compliance (BOCC) staff.

## III. MINIMUM QUALIFICATIONS

In order to meet minimum qualifications for this School-Based Program RFQ, the provider will describe its ability of relevant agency experience:

a. Two years of proven history building teacher, support staff and caregiver capacity to address students' social-emotional development.
b. Two years of proven history building teacher and support staff capacity to work effectively with children who have been exposed to adverse childhood experiences (ACEs) and trauma.
c. Proven experience engaging children and youth in prevention and early intervention programming.
d. Proven experience engaging caregivers and family in prevention and early intervention programming.
e. Demonstrated commitment to minimizing mental health stigma.
f. Proven history working successfully with public schools to improve school climate.

Any application that does not demonstrate that the applicant meets these minimum requirements by the deadline for submittal of applications will be considered non-responsive and will not be eligible for project proposal review or for award of a contract.

## IV. SUBMISSION REQUIREMENTS

### A. Letter of Intent (LOI) – Non Binding

Prospective applicants are requested to submit a Letter of Intent (LOI) using the form located *Appendix A1-b* to the DPH Office of Contracts Management and Compliance by **12:00 Noon**, on **August 12, 2016** to indicate their interest in submitting an application under this RFQ. Such a letter of intent is Non-Binding and will not prevent acceptance of an agency's application if a letter of intent is not submitted. However, for planning purpose, we encourage interested applicants to submit a letter of intent.

Letter of Intent can be emailed to Mahlet.Girma@sfdph.org or mailed at the address below.

## B. Time and Place for Submission of Qualifications

Applications must be received by **12:00 p.m.**, on **August 24, 2016**. Postmarks will not be considered in judging the timeliness of submissions. Applications may be delivered in person and left with SFDPH Office of Contracts Management, or mailed to:

Mahlet Girma
San Francisco Department of Public Health
Office of Contracts Management
1380 Howard St. Rm. 421
San Francisco, CA 94103

Proposers shall submit **one** (1) original and **six** (6) copies of the proposal, and **one** (1) copy, separately bound, of required CMD Forms in a sealed envelope clearly marked **"RFQ-17-2016 – MHSA School Based Programs"** to the above location. The original copy of the proposal must be clearly marked as **"ORIGINAL"** and must also be emailed to Mahlet Girma, Contract Analyst at Mahlet.Girma@sfdph.org . Applications that are submitted by facsimile, telephone or electronic mail (other than the original) will not be accepted. Late submissions will not be considered.

## C. Late Submissions

Submissions are due at Noon on the due date. Postmarks will not be considered in judging the timeliness of submissions. Submissions received after the noon deadline but before 12:01 P.M. the following day will be accepted due to extenuating circumstances at the sole discretion of the Director of Health. Organizations/agencies/firms/consultants that submit submissions within this grace period must provide a letter explaining the extenuating circumstances by 12:00 noon of the second day. Decisions of the Director of Health to accept or reject the submission during the grace period will not be appealable. Following the 24-hour grace period no late submissions will be accepted for any reason and there will be no appeal.

All submissions shall be firm offers and may not be withdrawn for a period of ninety (90) days following last day of acceptance.

## D. Format

All submission must be typewritten and on recycled paper with an easy to read 12 point font such as Arial or Times New Roman, one inch margins, double spaced printed on double-sided pages to the maximum extent possible (note that one, double-sided page is the equivalent of two application pages when meeting program application page limits). Please bind your application with a binder clip, rubber band or single staple. Please do not use binders, do not bind your application with a spiral binding, glued binding or anything similar. You may use tabs or other separators within the document. If your response is lengthy, please include a Table of Contents.

## E. Content

**Failure to provide any of this information or forms may result in an application being disqualified.** Firms interested in responding to this RFQ must complete the required forms and describe how it meets the Minimum Qualifications and provide the required information in the order specified below:

### 1. Required Forms *Appendix A1-a*

a. RFQ Form#1-Solicitation and Offer & RFQ Form#2 Contractual Record Form (with original & each copies)

b. CMD Forms (one copy to be submitted with the original only): Contract Monitoring Division. All proposals submitted must include the following: i) Form 2A, CMD Contract Participation Form, ii) Form 3, CMD Non Discrimination Affidavit, iii) Form 4, CMD Joint Venture Form (if applicable), and iv) Form 5, CMD Employment Form. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected. The forms should be placed in a separate, sealed envelope labeled CMD Forms. If you have any questions concerning the CMD Forms, you may call Contract Monitoring Division (415) 581-2310 or visit http://sfgsa.org/index.aspx?page=6058

**2. Agency Cover Sheet** - *Appendix A-1c*

Interested applicants must complete "**Agency Cover Sheet"** attached in *Appendix A-1c* and check the service category your agency is responding to. If applying for both categories, check on the Cover Sheet and submit only one application describing how it meets the Minimum Qualifications for each of the service categories. Do not submit two applications.

**3. Introduction** (no more than **1** page)

Submit a letter of introduction for your agency's application. Include a brief overview of your agency and your agency's experience providing the proposed services. The letter must be signed by a person authorized by your agency to obligate your agency to perform the commitments contained in the proposal. Include the name and contact information (address, email and telephone number) for this person or another contact person at your firm. Submission of the letter will constitute a representation by your agency that your agency is willing and able to perform the commitments contained in the application.

**4. Minimum Qualifications** (up to **3** pages)

In order to meet minimum qualifications for this School-Based Program RFQ, the provider will describe its ability of relevant agency experience:

a. Two years of proven history building teacher, support staff and caregiver capacity to address students' social-emotional development.
b. Two years of proven history building teacher and support staff capacity to work effectively with children who have been exposed to adverse childhood experiences (ACEs) and trauma.
c. Proven experience engaging children and youth in prevention and early intervention programming.
d. Proven experience engaging caregivers and family in prevention and early intervention programming.
e. Demonstrated commitment to minimizing mental health stigma.
f. Proven history working successfully with public schools to improve school climate.

**5. Memorandum of Understanding or Letter of Commitment** (up to **1** page)

If your agency is planning to utilize community partnerships or subcontractors to meet the obligations of this RFQ, please provide a Memorandum of Understanding (MOU) or Letter of Commitment for each partner and briefly describe the collaborative relationship. (If applicable)

Any application that does not demonstrate that the applicant meets these minimum requirements by the deadline for submittal of applications will be considered on-responsive and will not be eligible for project proposal review or for award of a contract.

# V. EVALUATION AND SELECTION CRITERIA

## A. Selection Criteria

The applications will be evaluated by a selection committee comprised of parties with expertise in school based programs and in the areas related to this RFQ. The criteria outlined below will be used in this process to establish a ranked order of Qualified Candidates for each service category. At any time during the review process, the Department may require a Candidate to provide oral or written clarification of its Qualifications Application. The Department reserves the right to review and evaluate qualifications received without further clarification.

Your proposal/application must meet a minimum score of **70 points** or higher in order to be eligible to list as a "Qualified Candidate". Applicants must agree to abide by all DPH policy requirements. The eligible list will be utilized for a period of up to two years to negotiate contracting opportunities as funding availability and service needs are determined. No Candidate shall have any legal or equitable right or obligation to enter into a contract or to perform services as a result of such Candidate's being identified on the list as a Qualified Candidate.
Upon the sole discretion of DPH, DPH may award multiple top scoring qualified applicants of a specific service category, depending upon the needs of the community and the needs of the project. In addition, the Department reserves the right to issue multiple contracts to multiple vendors that are qualified and that submit an application. Each contract will be for services that the contractor has bid for in this RFQ.

The City intends to evaluate the applications generally in accordance with the criteria itemized below.

| **Successful Applicants must show evidence of the following:**<br>**EVALUATION CRITERIA/SCORING** | **TOTAL POINTS AVAILABLE**<br><br>**100 Points** |
|---|---|

**1. Submission** (**20** points)

a. Does the applicant follow the submission requirement guidelines and format listed in section IV? Are all submissions complete, within the 5 page limits + agency cover sheet, using 12 point Times New Roman font, one inch margins, double spaced and on double sided, recycled pages? *(10 points)*
b. Does the applicant submit Appendix A-1a RFP Forms, CMD Attachment and Agency Cover Sheet Appendix A-1c? *(10 points)*

**2. Qualifications** (**80** points)

a. Does the applicant have two years of proven history building teacher, support staff and caregiver capacity to address students' social-emotional development? *(15 points)*
b. Does the applicant have two years of proven history building teacher and support staff to work effectively with children who have been exposed to adverse childhood experiences (ACEs) and trauma? *(15 points)*
c. Does the applicant demonstrate proven experience engaging children and youth in prevention and early intervention programming? *(15 points)*
d. Does the applicant demonstrate proven experience engaging caregivers and family in prevention and early intervention programming? *(15 points)*
e. Does the applicant demonstrate commitment to minimizing mental health stigma? *(10 points)*
f. Does the applicant demonstrate proven history working successfully with public schools to improve school climate? *(10 points)*

**TOTAL POINTS POSSIBLE FROM PROPOSAL: 100 Points**

TOTAL POINTS POSSIBLE UNDER **LBE ORDINANCE:** **10 Points**

**This may include:**

- 10% to a certified Micro or Small LBE; or a joint venture between or among certified Micro or Small LBEs;
- 5% to a joint venture with certified Micro and/or Small LBE participation, whose participation is equal to or exceeds 35%, but is under 40% or
- 7.5% to a joint venture with certified Micro and/or Small LBE participation, whose participation equals or exceeds 40%; or
- 10% to a certified non-profit entity.

**The Contract Analyst will calculate any LBE discount points**

**TOTAL POINTS POSSIBLE:** **110 Points**

## VI. EMAIL QUESTIONS AND CONTRACT AWARD

### A. Email Question Period

All questions and requests for information must be received by electronic mail and will be answered few days after the end of the E-Question period, by electronic mail, to all parties who have requested and received a copy of the RFQ. The questions will be answered by program staff. This is the only opportunity applicants can ask direct questions regarding the services mentioned in this RFQ. All questions are to be directed to the following e-mail address: Mahlet.Girma@sfdph.org, OR by electronic mail, fax and or US Mail to:

**Mahlet Girma, Contract Analyst**
**San Francisco Department of Public Health**
**Office of Contracts Management & Compliance**
**1380 Howard St., 4th floor, #421**
**San Francisco, CA 94103**
**Phone (415) 255-3504 / Fax (415) 252-3088**

**E-questions may only be submitted from July 20, 2016 until 12:00 Noon August 4, 2016**

No questions or requests for interpretation will be accepted after 12:00 PM on **August 4, 2016**.
If you have further questions regarding the RFQ, please contact Mahlet Girma at Mahlet.Girma@sfdph.org

### B. Contract Award

The **Department of Public Health** will select a firm with whom the Department of Public Health staff shall commence contract negotiations. The selection of any qualification from a qualified firm shall not imply acceptance by the City of all terms of the qualification, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the **Department of Public Health**, in its sole discretion, may terminate negotiations with the selected proposer and begin contract negotiations with any other firm on the qualified list.

Applicants must agree to abide by all DPH policy requirements. The eligible list will be utilized for a period of up to two years to negotiate contracting opportunities as funding availability and service needs are determined. No Candidate shall have any legal or equitable right or obligation to enter into a

contract or to perform services as a result of such Candidate's being identified on the list as a Qualified Candidate.
Upon the sole discretion of DPH, DPH may award multiple top scoring qualified applicants of a specific service category, depending upon the needs of the community and the needs of the project. In addition, the Department reserves the right to issue multiple contracts to multiple vendors that are qualified and that submit an application. Each contract will be for services that the contractor has bid for in this RFQ.

## VII. TERMS AND CONDITIONS FOR RECEIPT OF QUALFICATIONS

### A. Errors and Omissions in RFQ

Proposers are responsible for reviewing all portions of this RFQ. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

### B. Inquiries Regarding RFQ

Inquiries regarding the RFQ and all oral notifications of an intent to request written modification or clarification of the RFQ, must be directed to:

Mahlet Girma, Contract Analyst
San Francisco Department of Public Health
Office of Contracts Management & Compliance
1380 Howard St., 4th floor, #421
San Francisco, CA 94103
Phone (415) 255-3504/ Fax (415) 252-3088
E-mail: Mahlet.Girma@sfdph.org

### C. Objections to RFQ Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFQ, the proposer must, not more than ten calendar days after the RFQ is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### D. Change Notices

The Department may modify the RFQ, prior to the proposal due date, by issuing written Change Notices. which will be posted on the website. The Proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer call the Department before submitting its proposal to determine if the Proposer has received all Change Notices.

### E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

### F. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

### G. Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFQ or excuse the vendor from full compliance with the specifications of the RFQ or any contract awarded pursuant to the RFQ.

### H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFQ. Submissions of the RFQ will become the property of the City and may be used by the City in any way deemed appropriate.

### I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to $5,000 and a jail term of not more than six months, or both.
2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to $5,000.
3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to $5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

### J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFQs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

### K. Public Access to Meetings and Records

If a proposer is a non-profit entity that receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

### L. Reservations of Rights by the City

The issuance of this RFQ does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFQ, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFQ by any other means; or
6. Determine that no project will be pursued.

### M. No Waiver

No waiver by the City of any provision of this RFQ shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFQ.

### N. Local Business Enterprise Goals and Outreach

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance") shall apply to this RFQ.

1. LBE Subconsultant Participation Goals

The LBE subcontracting goal has been waived for this RFQ. Skip to # 2.

2. Certified LBE Bid Discount /Rating Bonus

   a) Micro LBE and Small LBE Rating Bonus

The City strongly encourages applications from qualified, certified Micro and Small LBEs. Pursuant to Chapter 14B, a rating bonus will be in effect for the award of this project for any proposers who are certified by CMD as a Micro or Small LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. For joints ventures, the certified Micro and /or Small LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the certified Micro and/or Small LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The certified Micro and/or Small LBE joint venture's portion of the contract must be assigned a commercially useful function. Certification applications may be obtained by visiting http://www.sfgsa.org/index.aspx?page=6058

The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

i) 10% to a certified Micro or Small LBE; or a joint venture between or among certified Micro or Small LBEs;
ii) 5% to a joint venture with certified Micro and/or Small LBE participation, whose participation is equal to or exceeds 35%, but is under 40% or
iii) 7.5% to a joint venture with certified Micro and/or Small LBE participation, whose participation equals or exceeds 40%; or
iv) 10% to a certified non-profit entity.

The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for the purposes of determining the highest ranked firm.

   b) Small Business Administration (SBA) LBE Rating Bonus

Pursuant to Chapter 14B.7(E), a 2% rating bonus will be in effect for proposers who are certified by CMD as a SBA LBE; however, the 2% rating bonus shall not be applied at any stage if it would adversely affect a Micro or Small LBE proposer or a J/V with LBE participation.

3. CMD Forms to be submitted with Application

   a) All applications submitted must include the following CMD Forms contained in the CMD Attachment 2: i) Form 2A, CMD Contract Participation Form, ii) Form 3, CMD Non-Discrimination Affidavit, iii) Form 4, CMD Joint Venture Form (if applicable), and iv) Form 5, CMD Employment Form. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.

   b) Please submit only one (1) copy of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled CMD Forms.

If you have any questions concerning the CMD Forms, you may call Contract Monitoring Division (415) 581-2310 or visit http://sfgsa.org/index.aspx?page=6058

# VIII. CONTRACT REQUIREMENTS

## A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services or other applicable standard City agreement, contained in Appendix A-3. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§**Article 10.5"Nondiscrimination Requirements"** in the Agreement); the Minimum Compensation Ordinance (§**Article 10.7"Requiring Minimum Compensation for Covered Employees"** in the Agreement); the Health Care Accountability Ordinance (§**Article 10.8 "Requiring Health Benefits for Covered Employees"** in the Agreement); the First Source Hiring Program (§**Article 10.9 "First Source Hiring Program"** in the Agreement); and applicable conflict of interest laws (§**Article 10.2"Conflict of Interest"** in the Agreement), as set forth in paragraphs B, C, D, E and F below.

## B. Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at http://www.sfgsa.org/index.aspx?page=6058.

## C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §43 in the Agreement**.**

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

## D. Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

## E. First Source Hiring Program (FSHP)

If the contract is for more than $50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at http://www.workforcedevelopmentsf.org/ and from the First Source Hiring Administrator, (415) 701-4857.

### F. Conflicts of Interest

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

### G. Healthcare Insurance Portability and Accountability Act of 1996 (HIPAA)

The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Contractor may be defined as one of the following definitions under the HIPAA regulations:

- A Covered Entity[1] subject to HIPAA and the Privacy Rule contained therein;
- A Business Associate[2] subject to the terms set forth in Appendix A-3 "HIPAA for Business Associates Exhibit";
- Not Applicable, Contractor will not have access to Protected Health Information.

### H. Insurance Requirements

Upon award of contract, Contractor shall furnish to the City a Certificate of Insurance and Additional Insured Endorsements stating that there is insurance presently in effect for Contractor with limits of not less than those established by the City. (Requirements are listed in Appendix A-3 and are available for download at the Departments RFP/Q center
http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp

### I. Notes on Chapter 12B: Nondiscrimination in Contracts (Equal Benefits or Domestic Partners Ordinance)

Effective June 1, 1997 the City and County of San Francisco added to its Nondiscrimination in Contracts ordinance the requirement that all Contractors that enter into an agreement with the City must extend the same benefits to domestic partners of employees that are extended to spouses of employees. It is recommended that you thoroughly understand this requirement. Questions regarding this requirement can be directed to the person indicated in Section VI, item B, or visit the Contract Monitoring Divisions Internet site at http://www.sfgsa.org/index.aspx?page=6058.

### J. Vendor Credentialing at San Francisco General Hospital.

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[1] ***"Covered Entity" shall mean an entity that receives reimbursement for direct services from insurance companies or authorities and thus must comply with HIPAA***

[2] ***"Business Associate" shall mean an entity that has an agreement with CITY and may have access to private information, and does not receive reimbursement for direct health services from insurance companies or authorities and thus is not a Covered Entity as defined by HIPAA.***

It is the policy of San Francisco General Hospital to provide quality patient care and trauma services with compassion and respect, while maintaining patient privacy and safety. SFGH is committed to providing reasonable opportunities for Health Care Industry Representatives (HCIRs), external representatives/vendors, to present and demonstrate their products and/or services to the appropriate SFGH personnel. However, the primary objective of SFGH is patient care and it is therefore necessary for all HCIRs to follow guidelines that protect patient rights and the vendor relationship. Therefore, all HCIR's that will come onto the campus of San Francisco General Hospital must comply with Hospital Policy 16.27 "PRODUCT EVALUATION AND PHARMACEUTICAL SERVICES: GUIDELINES FOR SALES PERSONNEL, HEALTHCARE INDUSTRY REPRESENTATIVES, AND PHARMACEUTICAL COMPANY REPRESENTATIVES" Before visiting any SFGH facilities, it is required that a HCIR create a profile with "VendorMate." Vendormate is the company that manages the credentialing process of policy 16.27 for SFGH. For questions, or to register as a HCIR please contact the Director of Materials Management, or designee (during normal business hours) at (415) 206-5315 or sign on to https://sfdph.vendormate.com for details.

## IX. PROTEST PROCEDURES

### A. Protest of Non-Responsiveness Determination

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### B. Protest of Contract Award

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### C. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Director of Contract Management and Compliance
101 Grove St, Rm. 307
San Francisco, CA 94102
Fax number (415) 554-2555

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# RFP 1-2017 – AMENDED & RE-ISSUED 3/24/2017

**Children, Youth and Family System of Care**
**Mental Health Outpatient Treatment Services & Optional Specialized Mental Health Treatment Services RFP**

## DEPARTMENT OF PUBLIC HEALTH
## SAN FRANCISO HEALTH NETWORK – BEHAVIORAL HEALTH SERVICES

## Request for Proposals (RFP) 1 - 2017

**DEPARTMENT OF PUBLIC HEALTH**
**OFFICE OF CONTRACT MANAGEMENT AND COMPLIANCE**
**1380 HOWARD STREET, SUITE 421**
**SAN FRANCISCO, CA 94103**

**CONTACT**
**MAHLET GIRMA**
**CONTRACT ANALYST**
sfdphcontractsoffice@sfdph.org

| | |
|---|---|
| Date Issued: | March 7, 2017 |
| Date Amended & Re-Issued | March 24, 2017 |
| E-Question Period: | March 7, 2017 – March 20, 2017 |
| Pre-Proposal Conference | March 29, 2017 |
| Non-Binding Letter of Intent Due: | 12:00 p.m., April 7, 2017 |
| **Proposals Due:** | **12:00 p.m., April 25, 2017** |

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The following appendices (A-1, A-2, A-3) are available in three separate folders in the zip file attachment available for download at: the Department of Public Health RFP/Q Center located at http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp. Click on **RFP 1-2017** **Amended & Re-Issued 3/24/2017** and follow the instructions.

***A-1.*** ***THESE FORMS MUST BE COMPLETED IN ORDER FOR PROPOSALS TO BE CONSIDERED.***

- Appendix A1-a – **Agency Cover Sheet** (please use this form only as your cover)
- Appendix A1-a – **RFP Form 1 Solicitation and Offer** and **RFP Form 2 Contractual Record Form** and **CMD Attachment** 2 this contains the required CMD forms (Form 3)
- Appendix A1-b – **Budget Forms** & **Instructions** (please use this form)
- Appendix A1-c – **Letter of Intent** (please use this form to submit your Letter of Intent)
- Appendix A1-d – **Proposal Submission Template** (in word format)

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**A-2.** **Forms the qualified firm must submit within 5 working days after the notification of an award. If the qualified firm is a current vendor with the City you may not need to submit these forms.**

- **MCO Dec.pdf -** Declaration for the Minimum Compensation Ordinance
- **HCAO Dec.pdf-** Declaration for the Health Care Accountability Ordinance
- **Vendor Profile.pdf** - Vendor Profile Application
- **Biztax.pdf** - Business Tax Application Form (P-25)
- **Fw9.pdf** - Federal W-9
- **Employer Projection of Entry Level Positions rev7-11.doc -** First Source Hiring Program
- **12b101.pdf**
  How to do business with the City http://sfgov.org/oca/qualify-do-business

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**A-3.** **For Information Only**

- **Standard Professional Services.pdf** – The City Standard Professional Services Agreement (P-600)
- **Insurance Requirements.pdf** - Department of Public Health Insurance Requirements
- **Insurance Sample.pdf -**Sample Insurance certificate and Endorsement
- **HIPAA for Business Associates Exhibit.pdf -** Standard DPH HIPAA Business Associates Exhibit
- **Quickref.pdf Also visit:** http://sfgsa.org/index.aspx?page=6125
  Quick Reference Guide to Chapter 12B

# I. RFP INTRODUCTION & SCHEDULE

## A. Introduction

The San Francisco Department of Public Health (DPH), San Francisco Health Network – Behavioral Health Services (SFHN-BHS), is soliciting proposals from interested proposers to provide mental health outpatient treatment services, beginning in Fiscal Year (FY) 2017-2018, for the Children, Youth and Family System of Care (CYFSOC). This request for proposals (RFP) includes mental health outpatient treatment services and Educationally Related Mental Health Services (ERMHS). All outpatient mental health treatment service providers are required to serve ERMHS clients, including clients identified as needing ERMHS services after a mental health outpatient treatment client episode is opened.

In addition, proposers have the option to submit a proposal to provide one or more of the three following optional specialized mental health treatment services:

1. Success, Opportunity, Achievement, Resiliency (SOAR) Classroom Mental Health Services;
2. Classroom Educational Enrichment Program (CEEP); and
3. Therapeutic Behavioral Services (TBS).

Both qualified new providers and qualified existing SFHN-BHS providers are eligible to apply for funds.

A projected total of $33,000,000 million is available under this RFP for CYFSOC mental health outpatient treatment services and optional outpatient mental health treatment services. This estimated annual amount is subject to available funding and may increase or decrease depending on funding availability.

Specific mental health outpatient treatment and optional specialized mental health treatment service funding amounts will not be provided in the interest of receiving the highest qualified and most cost-effective proposals. Proposers are required to: 1) develop proposals that reflect their organizational treatment capacity and experience in providing the mental health outpatient treatment services for which a proposal is being submitted; and 2) justify costs within their budget narratives for providing all required services identified in this RFP.

## B. RFP Duration and Contract Term

Contracts awarded under this RFP/Q shall have an initial term of one and a half (1.5) years. At the end of the initial term, it is anticipated that the contract term will be extended by another three and a half years (3.5) years, for a maximum term of five (5) years.

Subsequent extensions to the contract terms may extend the contract for an additional five (5) years, subject to annual availability of funds and annual satisfactory contractor performance and the needs of the SFHN-BHS system. The City has the sole, absolute discretion to exercise these options

The maximum term for the contracts awarded under this RFP/Q may not exceed ten (10) years.

| RFP/Q Authority | Contract Term | # Years | Term Begin | Term End |
|---|---|---|---|---|
| | Initial term | 1.5 years | January 1, 2018 | June 30, 2019 |
| | Option 1 | 3.5 years | July 1, 2019 | December 31, 2022 |
| | Option 2 | 5.0 years | January 1, 2023 | December 31, 2027 |
| No more than 10 years | Total Contract Term | 10.0 years | January 1, 2018 | December 31, 2027 |



## C. Proposal Submission

Proposers may submit proposals to provide only Mental Health Outpatient Treatment Services/ ERMHS, **OR** Mental Health Outpatient Treatment Services/ERMHS **AND** one or more of the following optional specialized mental health treatment services: 1) SOAR Classroom Mental Health Services; 2) CEEP; and/or 3) TBS.

## D. Schedule

The anticipated schedule for selecting contractors is:

| Proposal Phase | Time | Date |
|---|---|---|
| RFP is issued by the City | | March 7, 2017 |
| Email Questions Begins | 12:00 Noon | March 7, 2017 |
| Email Questions Ends | 12:00 Noon | March 20, 2017 |
| Pre-Proposal Conference | 1:30pm – 3:30pm | March 29, 2017 |
| **Non-Binding Letter of Intent due** | **12:00 Noon** | **April 7, 2017** |
| **Proposals Due** | **12:00 Noon** | **April 25, 2017** |

Estimated Dates:

| | |
|---|---|
| *Technical Review Panel* | *May 2017* |
| *Selection and Negotiations* | *June/ July 2017* |
| *Contract Development* | *August – September 2017* |
| *Contract Processing and Approvals* | *October - November 2017* |
| *Service Start Date* | *January 1, 2018* |

## E. San Francisco Behavioral Health System Goals and Foundational Principles

Working in collaboration with community partners, the San Francisco Department of Public Health (DPH) is the lead public agency that safeguards and maintains the City's commitment to protect and promote the health of San Franciscans by providing a full array of services, supports, and resources to residents from prevention and early intervention to treatment and transition services.

As San Francisco's largest public agency, DPH has two major divisions: 1) Population Health; and 2) the San Francisco Health Network (SFHN). The SFHN encompasses Ambulatory Care (Primary Care, Behavioral Health Services/BHS, Maternal, Child and Adolescent Health, and Jail Health Services), San Francisco General Hospital, Transitions, Managed Care, and Laguna Honda Hospital (long-term care). The SFHN is the City's only complete care system that includes primary care for all ages, dentistry, emergency & trauma treatment, medical & surgical specialties, diagnostic testing, skilled nursing & rehabilitation, and behavioral health services.

The SFHN-BHS is responsible for the administration of behavioral health treatment services in partnership with consumers, public agency partners, and the SFHN-BHS network of community-based primary care and behavioral health providers. The SFHN actively engages consumers with health and behavioral health disorders in pursuing optimal health, happiness, recovery, and a full and satisfying life in the community. The SFHN strives to apply its work in part by applying "Quadruple Aim" to behavioral health services through the lenses of cultural humility, wellness and recovery by: 1) improving the client experience of care (including quality and satisfaction); 2) improving the health of populations; 3) reducing the per capita cost of care; and 4) improving the behavioral health workforce.

The SFHN-BHS values the following aspects of behavioral health care:

1. A trauma-informed system of care that fosters wellness and resilience for everyone in the system, from our clients to the staff who serve them;
2. The practice of cultural humility where we make a consistent commitment to understanding different cultures and focusing on self-humility, maintaining an openness to someone else's cultural identity, and acknowledging that each of us brings our own belief/value systems, biases, and privileges to our work;
3. Whole Person Care that integrates both behavioral and physical care of a client including assessing the needs of a client's identified family and other significant relationships;
4. Colleagues who have experienced behavioral health challenges and bring their empathy and empowerment to recovery in others, as well as inspire and share their experience to create a truly recovery-oriented system;
5. Valuing all clients that seek our services; and
6. Shared decision making in providing the best possible coordinated care, where clients, families and their providers collaborate as part of a team to make care decisions together.

In partnership with providers and partners, the SFHN-BHS funds a comprehensive continuum of treatment services for eligible children, youth and their families that is guided by a set of foundational principles and best practices:

1. The SFHN-BHS supports a **comprehensive assessment of client needs** across multiple domains using The Child and Adolescent Needs and Strengths (CANS) with the goal of identifying client and family strengths and focusing on high priority needs of clients.
2. The SFHN-BHS supports **clinically-driven treatment**. Treatment is **individualized, client-focused, family-centered** and responsive to both specific client/family needs and to client/family treatment progress and outcomes.
3. The SFHN-BHS supports the formation of **therapeutic alliances with clients and their families** that respects the role of and engages parents, caregivers, relatives and other significant support persons in a child's or youth's lives.
4. The SFHN-BHS supports an **interdisciplinary team approach** to client care. Collaboration is expected with substance use disorder treatment providers, health care

providers, and other service providers important to a client's recovery.

5. The SFHN-BHS supports the integration of **peer support** within treatment programs. Peer support offers clients and their families with significant interpersonal relationships and a shared sense of community that offers a foundation for facilitating and enhancing client wellness.
6. The SFHN-BHS supports **outcomes-based treatment** that closely monitors client responses to chosen interventions, regularly reassesses client needs, and supports a treatment planning process that adapts to client progress or lack of progress toward treatment goals.

All mental health outpatient treatment service and optional specialized mental health treatment service proposers are expected to integrate within their proposals these foundational behavioral health system principles and practices.



## II. MINIMUM AGENCY REQUIREMENTS

Proposers must submit up to **five (5)** pages summarizing how they meet the requirements detailed on pages 9-13 of this RFP. Requested documents such as financial documents and monitoring reports are not counted toward the five-page limit.
**Please note: All agencies submitting proposals for funding must meet the following Minimum Agency Requirements.** Any proposals failing to demonstrate how the proposing agency meets these minimum requirements will be considered non-responsive and will not be eligible for project proposal review or award of a contract.

### A. Medi-Cal Certification

All proposers are required to be Medi-Cal certified by July 1, 2017 or proof of submission for certification. Proposers must include written documentation of one of following:

1. Medi-Cal certification approval from the City and County of San Francisco;
2. Medi-Cal certification approval from another California county (DPH will accept Medi-Cal certification from other counties as written documentation for meeting this minimum RFP requirement); or
3. Proof of submission for Medi-Cal certification to DPH.

This documentation does not count against the *Minimum Requirements Narrative* five-page limit.

### B. Harm Reduction

All behavioral health treatment services are required to be offered consistent with the Harm Reduction Resolution of the Health Commission (September 2000) and recent DPH Harm Reduction Policy requirements that enhance the Health Commission's Policy with new requirements that demonstrate compliance with the intent of the policy. These new requirements include:

1. Post in common areas where they can be viewed by clients up-to-date referral information about Syringe Access & Disposal services and schedule;
2. Have an onsite overdose response policy;

3. Post in common areas where they can be viewed by clients up-to-date referral information about naloxone access and DOPE Project schedule; and
4. Program staff participate in at least one training with the Harm Reduction Training Institute either at the program site or at a Training Institute site.

Proposers must describe in the *Minimum Requirements Narrative* how provider policies, practices, procedures, and staff training fully have complied with the Health Commission Harm Reduction Policy and the new, recent DPH policy requirements.



**C. Cultural & Linguistic Competency Requirements**

All mental health outpatient treatment services and optional specialized mental health treatment services must be offered consistent with the Culturally and Linguistically Appropriate Services (CLAS) National Standards and related DPH Cultural and Linguistic Competency Policy. Cultural and linguistic competence impacts access to treatment, program adherence, and successful recovery for mental health treatment patients. Positively engaging each patient through culturally and linguistically relevant services and effective communication is essential to recovery. Effective communication requires, at a minimum, the provision of services and information in appropriate languages, at appropriate educational and literacy levels, and in the context of the individual's cultural identity. Cultural competency also requires a demonstrated respect, awareness and acceptance of and an openness to learn from the beliefs, practices, traditions, religions, history, languages, and current needs of each individual and communities.

Cultural competency and capacity must be reflected throughout all levels of the proposer's organization including organizational vision and mission statements, board and staff recruitment, planning and policy making, staff skills development and training, administrative and policy implementation, and service delivery and evaluation.

Proposers must address in the *Minimum Requirements Narrative* how their organization and mental health outpatient treatment services meet National CLAS Standards and related DPH policies and practices. For more information, please see: http://minorityhealth.hhs.gov/assets/pdf/checked/executive.pdf and https://www.thinkculturalhealth.hhs.gov/.

**D. Financial Documents**

Proposers must provide one copy of the organization's two (2) most recent financial audits (FY 13-14 and FY 14-15 or FY 14-15 and FY 15-16). If there are any adverse or qualified opinions, a proposer may be subject to further reviews of past audits to determine status of recommendations or any corrective actions taken at the sole, absolute discretion of the City. The Department will refer to and consider current Corrective Action Plans for existing Department Contractors.

These requested fiscal documents will not count toward the *Minimum Requirements Narrative* five-page limit.

**E. Electronic Health Record & Data Reporting Capacity and Assurances**

Proposers must demonstrate organizational and staff capacity to enter client data within Avatar, the DPH BHS Electronic Health Record (EHR) except as noted below. This includes, but is not limited to:

1. A system for quality assurance for claim submission; and
2. Timely submission of all required documentation into Avatar (e.g. Assessment, Client Plan).

For existing DPH behavioral health treatment providers grandfather exempted for full use of Avatar, a written assurance must be provided that the proposer will submit a plan for review and approval by DPH no later than July 1, 2017, to either transition within 12 months (by July 1, 2018) to use of Avatar or a method to share client information including progress notes. In addition, written proof of HIPAA certification of grandfather exempted provider EHRs must be included in the proposal appendix.

All proposers, including DPH behavioral health treatment grandfather exempted providers, must provide a written assurance that all DPH requests for data will be submitted in a timely manner in a format prescribed by DPH no later than five (5) business days following a request for data.

**F. Prior Performance**

Proposers must demonstrate that they have a record of consistent quality service delivery for five (5) prior fiscal years in providing mental health outpatient treatment services, and any optional specialized mental health treatment services for which a proposal is submitted, to the populations proposed to be served. This description should include a summary of public and private sector contracts for similar services and supports and DPH monitoring reports or non-DPH evaluation reports of the most recent two years of issued reports. Summaries must include a brief description of service populations, service location, specific services and supports provided, and program and client outcomes. This also should include a summary of prior performance of the proposer's subcontractors that have records of consistent quality service delivery for five (5) prior fiscal years in serving the target population(s).

Proposers must provide one copy of the organization's two (2) most recent monitoring reports or copies of actual contracts (for non DPH providers). If an agency has a Corrective Action Plan, copies of the most recent Corrective Action Plan must be submitted.

**Note: The Department will refer to current Corrective Action Plans on file and will consider any related correspondence in regards to Corrective Action Plans for existing DPH contractors in making funding awards.**

These requested documents will not count toward the *Minimum Requirements Narrative* five-page limit

**G. Non-Traditional Services**

For DPH to effectively address health care disparities and improve client outcomes, the traditional four-wall, clinic-based service approach to behavioral health treatment has evolved with the needs of our clients and their families, especially those with the highest needs, who often:

- Cannot come to a clinic site to receive the treatment they need;
- Require non-traditional hours for service to accommodate work and school schedules;
- Require innovative methods of care to integrate and appropriately manage care; and
- Require interventions that include school and community involvement.

Proposers must demonstrate organizational and staffing capacity to meeting clients and their families where they are and to provide services outside the clinic site in schools and other locations in the community chosen by clients and their families. In addition, proposers must demonstrate capacity to provide treatment services during after-hours/evenings and on weekends.

**H. Priority Service Populations**

The Department of Public Health has identified twelve (12) priority service populations for Outpatient Mental Health Treatment. Proposers must serve at least three (3) of the priority service populations (see page 15).

**I. Educationally Related Mental Health Service Client Service Certification**

Proposers must certify that clients eligible for ERMHS will be served within the proposed mental health outpatient treatment services program without exception.

**J. Out-of-County Treatment Capacity for Adoptive Children and Youth**

Proposers serving adoptive children and youth must demonstrate organizational and staffing capacity to provide treatment services to children and youth placed out-of-county including engagement of their families and proactively linking clients to out-of-county support services indicated in the treatment plan of care, as needed. If this service population is not included in a proposer's proposal, please indicate this under the *Minimum Requirements Narrative* in the proposal.

**K. Americans with Disabilities Act and Access Requirements**

Americans with Disabilities Act (ADA) compliance and implementation of access to persons with the broadest possible range of abilities is required. Proposers must demonstrate compliance with ADA requirements by describing in detail the proposer's access program, including specific physical, substance use and mental health disability accommodation strategies, policies and procedures.

**L. City Vendor & DUNS/SAM Documentation**

Proposers are strongly encouraged to submit documents as required to become entered into the City's Vendor Database, by the time of proposal submission, and no later than the date of final selection. Failure may result in contract delays and/or selection of another vendor.
Proposers who have a vendor number must provide it or proposers may provide proof that they have started the process. Existing vendors must show proof of good standing to do business with the City including a current business tax license, and required insurance must be attached. Please refer to **Appendix A-2** for Vendor Application process or visit http://sfgsa.org/index.aspx?page=4762 to become eligible to do business with the City and County of San Francisco and refer to **Appendix A-3** for Insurance Requirements.

As a prime grantee of federal awards, the City and County of San Francisco is required to comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements and report federal sub-awards made to sub-recipients. The City must verify that prospective contractors of federal awards are not suspended or debarred or otherwise excluded from participating in obtaining contracts with the City. It is the Federal and San Francisco's Office of Contracts Administration (OCA)'s policy that Departments verify contractors using the

System of Award Management (SAM). SAM is the place where all businesses must register in order to be awarded a government contract.

Proposers are required to obtain a DUNS number at the time proposals are submitted. Proposers must provide a copy of their DUNS # or proof that they have started the process.
**DUNS** is Dun & Bradstreet's (D&B) "Data Universal Numbering System". It is a copyrighted, proprietary means of identifying business entities on a location-specific basis.
https://fedgov.dnb.com/webform

**M. Compliance with City and County Policies, Laws, Rules and Regulations**
Proposers must demonstrate capacity and ability to comply with all contracting policies, laws, rules, and regulations of the City and County of San Francisco and DPH, including all specialty mental health service policies and procedures and related policies and procedures.

## III. SERVICE DESCRIPTIONS & REQUIREMENTS

The Department of Public Health seeks proposals from qualified proposers to provide mental health outpatient treatment services and three optional specialized mental health outpatient treatment services. The table below lists the annual estimate of unduplicated clients to be served. The information is intended to assist proposers in developing their treatment program proposals and budget justification and narrative documents. The City has the sole, absolute discretion in determining how many clients to serve and system capacity requirements.

| Treatment Service | Annual Estimated Number of Unduplicated Clients (UDCs) |
|---|---|
| **Mental Health Outpatient Treatment Services** | **2,700 UDCs** |
| **ERMHS** | **300 UDCs** |
| **Optional Specialized Mental Health Treatment Services** | |
| **Success, Opportunity, Achievement, Resiliency (SOAR) Classroom Mental Health Services** | **140 UDCs** |
| **Classroom Educational Enrichment Program (CEEP)** | **80 UDCs** |
| **Therapeutic Behavioral Services (TBS)** | **120 UDCs** |

Service descriptions and requirements follow.

| Treatment Service | Treatment Service Summary & Requirements |
|---|---|
| **Mental Health Outpatient Treatment Services** | Individual or group therapies and interventions that support children and youth in progressing developmentally as individually appropriate and client wellness and recovery through interventions designed to improve client functioning. Service activities may include, but are not limited to:<br>• Intake/Assessment • Medication Support Services • Plan Development<br>• Individual & Group Counseling • Collateral Services • Case Management<br>• Family Therapy • Crisis Intervention Services • Discharge/Transition Services |
| **ERMHS** | All mental health outpatient treatment service providers are required to serve ERMHS clients, including clients identified as needing ERMHS services after a mental health outpatient treatment client episode is opened. ERMHS are available to students in special education (with an active Individualized Education Program, or IEP) who have emotional/behavior symptoms that impact their academic progress. Services must be made available on school sites and in community settings, which may include, but are not limited to, those service activities listed above for Mental Health Outpatient Treatment Services. |
| **Optional Specialized Mental Health Treatment Service Summary & Requirements** | |
| **Success, Opportunity, Achievement, Resiliency (SOAR) Classroom Mental Health Services** | The SOAR model provides school-based mental health services to special education students diagnoses with severe emotional disturbances at San Francisco Unified School District (SFUSD) sites. Services include assessments, individual and group psychotherapy, crisis intervention, consultation with classroom teachers and professionals, and participation in IEP and Student Success Team meetings. |
| **Classroom Educational Enrichment Program (CEEP)** | The CEEP model offers more intensive therapy and group activities than outpatient clinics to youth with severe emotional needs. Youth enrolled in CEEP generally receive comprehensive education and behavioral health programming throughout the school day. |
| **Therapeutic Behavioral Services (TBS)** | TBS is a short-term, intensive, individualized, one-to-one behavioral mental health service that is not a stand-alone service and always is used in conjunction with a primary specialty mental health service. TBS is designed to help children, youth and their parents/caregivers (when available) who meet eligibility requirements to manage targeted behaviors that impact a child's/youth's placement or transition to a lower level of care. This service utilizes short-term, measurable goals based on the child, youth, and family needs. Services activities include, but are not limited to: a) assessment; b) plan development; c) direct services; and d) collateral. |

## A. Priority Service Populations

The Department of Public Health is the largest public provider of behavioral health services to eligible children, youth and families across San Francisco. Within the general mental health outpatient treatment service population, DPH has identified twelve Priority Service Populations for outpatient treatment services based on citywide and DPH population health service priorities, current data trends, and system service needs. Proposers must demonstrate in their proposals at least five (5) years of experience successfully engaging, treating, and transitioning clients and their families in an urban environment for at least three (3) or more of the Priority Service Populations listed below:

- Young Children, Birth to Age 5
- Latina/o Children, Youth and Their Families
- New Immigrant Children, Youth and Their Families
- Children, Youth and Their Families Living in Public Housing
- Children and Youth Who Are Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, Ally or Two-Spirit (LGBTQQIA2S)
- Southeast Asian Children, Youth and Their Families, in particular Vietnamese Families
- Black and African American Children, Youth and Their Families
- Youth Involved with the Juvenile Justice System
- Adoptive Foster Children and Youth
- Youth Diagnosed with Co-Occurring Disorders
- Children and Youth Not Attending School Due to Mental Health Disorders or Emotional Disturbances
- Youth Diagnosed with Eating Disorders

## B. Evidence-Based Practices and/or Culturally Responsive Practice-Based Evidence

The Department of Public Health is requiring all mental health outpatient treatment service providers, and those proposers submitting proposals to provide optional specialized mental health treatment services, to be able to demonstrate capacity to measure the effectiveness of the treatment in order to improve client and family outcomes. Proposers must demonstrate organizational capacity and staff knowledge in providing at least two (2) evidence-based practices (EBPs) at a minimum in their proposals or to outline at least two culturally responsive practices that have been validated or provide evidence of the ability to measure effectiveness and are geared to our priority populations. Examples of EBPs include:

1. Child-Parent Psychotherapy
   Integrates a focus on the way the trauma has affected the parent-child relationship and the family's connection to their culture and cultural beliefs, spirituality, intergenerational transmission of trauma, historical trauma, immigration experiences, parenting practices, and traditional cultural values – www.childtrauma.ucsf.edu/.

2. Cognitive Behavioral Therapy
   Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

3. Dialectical Behavior Therapy
   A cognitive behavioral treatment that focuses on mindfulness, distress tolerance, interpersonal effectiveness, and emotion regulation. Has proven promising for persons with eating disorders - www.behavioraltech.org.

4. Seeking Safety/Trauma-Informed Treatment
   Services take into account an understanding of trauma and place priority on trauma survivors' safety, choice and control - www.seekingsafety.org.

5. Family Systems Treatments including:

   a. Brief Strategic Family Therapy - www.bsft.org.
      Brief Strategic Family Therapy (BSFT) is a brief intervention used to treat co-occurring problem behaviors including drug use, conduct problems at home and at school, oppositional behavior, delinquency, associating with antisocial peers, aggressive and violent behavior, and risky sexual behavior. BSFT is based on three basic principles: 1) BSFT is a family systems approach that means family members are interdependent - what affects one family member affects other family members; 2) the patterns of interaction in the family influence the behavior of each family member; and 3) interventions are carefully targeted and provide practical ways to change patterns of interaction that are directly linked to an adolescent's problem behaviors and drug use.

   b. Family Based Treatment (FBT) for Eating Disorders - www.train2treat4ed.com.
      Also known as the Maudsley Approach, FBT is an evidence-based model of outpatient therapy for families of children and adolescents with anorexia or bulimia. During FBT, parents play a very active role in helping their child restore a normal weight and regain stability in eating. When appropriate, FBT is recommended as a first line of treatment for children/adolescents who are safe to be treated outside of a hospital setting and can comply with the treatment protocol.

In addition, DPH is interested in supporting services that have been proven successful in supporting school-based treatment service outcomes to reduce student truancy, suicidality, co-occurring substance abuse issues as well as externalizing problems such as aggression and bullying. Proposers must describe how any practices proposed have proven effective in improving school performance and reducing stressors and symptoms that inhibit school performance with the proposed service populations to be served.

## C. Case Management Services

The Department of Public Health requires all proposers to offer case management services to ensure that the "whole person" needs of outpatient mental health treatment clients are met. Case management services are considered effective and proactive when they directly link clients to needed services and supports through "warm handoffs" that ensure clients and their families are connected and stay connected to primary care, substance use disorder treatment, and other needed services through closely coordinated referrals by behavioral health clinicians. This may include regular check-ins after treatment discharge with primary care homes and substance use disorder treatment providers to support continued client progress and interaction with the juvenile justice system, schools, and child welfare.

Proposers must demonstrate organizational and staffing capacity to provide effective and proactive case management services within the proposed treatment program that support the following goals:

1. Addressing the comprehensive needs of clients including medical, psychosocial, behavioral, and spiritual needs;
2. Partnering with clients and their families to problem-solve and explore treatment options;
3. Improving coordination of care and communication among members of the care planning team;
4. Promoting client and family self-advocacy, self-care, and self-determination;
5. Integrating peer support specialists within treatment planning to share their knowledge, advocate for and support clients and their families;
6. Proactively ensuring that transitions to other levels of care are effective, safe, timely and complete ("warm hand-offs");
7. Improving client safety and satisfaction;
8. Helping clients reach their optimal level of health and emotional well-being.

Case management must include all of the following service components:

1. Comprehensive assessment and periodic reassessment of client needs for continuation of case management;
2. Transition to a higher level of care if needed, or discharge into the community;
3. Development and periodic revision of a client plan that includes service activities;
4. Communication, coordination, referral and related activities;
5. Monitoring service delivery to ensure client access to service and service delivery system;
6. Monitoring client progress; and
7. Client advocacy and linkages to physical health, substance use disorder treatment and other needed services.

**D. Trauma Informed Care**

The Department of Public Health has adopted Trauma Informed Systems principles and practices within the behavioral health system that "support reflection in place of reaction, curiosity in lieu of numbing, self-care instead of self-sacrifice and collective impact rather than siloed structures." Trauma Informed Principles include:

1. Resilience and recovery;
2. Compassion and dependability;
3. Trauma understanding;
4. Safety and stability;
5. Collaboration and empowerment; and

6. Cultural humility and responsiveness.

Proposers must demonstrate how their organization has integrated within the proposed mental health outpatient treatment services, and optional specialized mental health treatment services if a proposal is submitted to provide these services, Trauma Informed Systems principles and practices within organizational leadership, clinical supervision practices, workforce training and support, treatment practices, and other aspects of care.

**E. Cultural and Linguistic Competency**

Proposers must demonstrate organizational and staffing capacity to offer proposed mental health treatment services consistent with the Culturally and Linguistically Appropriate Services (CLAS) National Standards and the related DPH Cultural and Linguistic Competency Policy. In addition, organizations must include a statement outlining their ongoing process to support cultural humility and practices in their workforce and service delivery.

**Scoring Preference**

The Department of Public Health will award a scoring preference to proposals where professionally certified/licensed clinicians are designated to meet client and family primary language needs other than English.

**F. Non-Traditional Services**

For DPH to effectively address health care disparities and improve client outcomes, the traditional four-wall, clinic-based service approach to behavioral health treatment has evolved with the needs of our clients and their families, especially those with the highest needs, who often:

- Cannot come to a clinic site to receive the treatment they need;
- Require non-traditional hours for service to accommodate work and school schedules;
- Require novel methods of care to integrate and appropriately manage care; and
- Require interventions that include school and community involvement.

Proposers must demonstrate organizational and staffing capacity to meeting clients and their families where they are and to provide services outside the clinic site in schools and other locations in the community chosen by clients and their families. In addition, proposers must demonstrate capacity to provide treatment services during after-hours/evenings and on weekends.

**G. Collaborative Partnerships/Integrated Services**

The Department of Public Health strongly supports integrated and collaborative services. Proposers must describe in their proposal their ability to partner with, including any existing formal partnerships (written MOUs): the juvenile justice system, the child welfare system, families, schools/SFUSD, the Department of Children, Youth and Their Families (afterschool programming), Family Resource Centers, primary care clinics, and substance use disorder treatment and prevention providers.

**H. Evaluation, Quality Management, and Documentation Compliance**

The Department of Public Health evaluates outcomes in four key areas: 1) increased access to services; 2) higher service quality; 3) more appropriate costs; and 4) improved integration and coordination of care with primary care, substance use disorder treatment, and community/natural

support services. At a minimum, proposers must describe their organizational and staffing capacity and processes to collect the following program performance objectives, client outcomes, and quality improvement activities:

1. Annual DPH Contractor Performance Objectives;
2. Client and family engagement and participation;
3. Timeliness of first initial client contact to face-to-face appointment;
4. Client assessment for urgent conditions;
5. Improved access to medication support services;
6. Client treatment progress (CANS actionable items);
7. Appropriate client utilization of services and level of care;
8. Successful level of care transitions and discharges (case management/navigation support for clients and their families);
9. Access to after hours and weekend care;
10. Collaborative treatment planning and coordination with primary care and substance use disorder treatment providers;
11. Client and family satisfaction with convenience and cultural appropriateness of services;
12. Improved reliability, timeliness, and compliance of client data entered into Avatar and fulfillment of DPH data requests;
13. Reduction in avoidable client hospitalizations; and
14. Services available in client primary languages.

In addition, proposers must describe their processes, procedures, and activities to ensure compliance with State and DPH Office of Compliance and Privacy Affairs Specialty Mental Health Services client medical record documentation standards requirements. This description must include how documentation compliance is integrated within the proposer's staff supervision model and program monitoring activities, specific training available for new and existing staff entering data into the client medical record (Avatar), and any technical assistance needs the proposer may have to fully comply with documentation standards. If a Specialty Mental Health Services chart documentation audit has been performed during the past two fiscal years (FY 2015-16 or FY 2016-17) for Outpatient Mental Health Treatment Services or Optional Specialized Mental Health Treatment Services, please provide a copy of major findings and the proposer's plan of correction for full compliance in the proposal Appendix. This will assist DPH in providing focused technical assistance to proposers selected for funding as part of DPH's monitoring activities under the County Mental Health Plan contract with the State.

Proposers submitting proposals to serve clients with co-occurring substance use disorders must demonstrate organizational and staffing capacity to submit required patient substance use disorder treatment data in CalOMS Treatment and Drug and Alcohol Treatment Access Report (DATAR), as well as meet applicable requirements under the Drug Medi-Cal Organized Delivery System Pilot evaluation (see http://www.uclaisap.org/ca-policy/assets/documents/DMC-ODS-evaluation-plan-Approved.pdf.).

## I. Peer Support

While DPH recognizes that the role of a peer support will vary among funded programs based on client needs and organizational resources, proposers must describe in their proposals their organizational capacity and strategies to support the following peer support activities for adolescent clients and parents and caregivers of clients they serve:

1. Client Support and Advocacy
   Peer support that helps clients connect to resources in the community, including how to independently identify needs and access resources; peer support advocates for their peers in treatment settings and within the community.

2. Role Modeling
   Peer support that shares a wealth of experience navigating treatment recovery journeys and stories and models healthy, effective decision-making in peer relationships.

3. Positive Change Facilitation
   The spirit of resilience is grounded in hope and optimism - peer support that motivates clients through positive means, highlighting strengths and resources goal setting, education, and skills building.

## J. Therapeutic Alliances with Clients and Their Families

All mental health outpatient treatment service, and optional specialized mental health treatment service providers if a proposal to provide optional services is submitted, are expected to proactively engage clients, as developmentally appropriate, and their families in all aspects of their care, from assessment and treatment planning to treatment plan review and transitions to higher levels of care or into the community. Proposers must describe in their proposals client and family engagement strategies they will use to support strong therapeutic alliances with clients for improve client outcomes, wellness and recovery.

## K. Electronic Health Records and Data Collection Capacity

All mental health outpatient treatment service providers are required to enter timely and accurate client and program data to support DPH evaluation and quality assurance activities. This includes timely entry of client record data in Avatar, and in the future, EPIC, the DPH electronic health record (EHR) under current development (for more information, please visit www.sfdph.org).

Proposers must demonstrate they have the organizational capacity and commitment to collect and report data to DPH within five (5) business days of a request and in compliance with State and DPH data documentation and system reporting requirements. This includes employing trained staff who are able and knowledgeable about collecting, analyzing and reporting data for the following systems:

1. DPH Avatar data system or for those current DPH behavioral health providers grandfather exempted from full use of Avatar, a DPH-approved HIPAA compliant method of sharing client information; and
2. DPH EPIC and/or future DPH EHR.

For existing DPH behavioral health treatment providers grandfather exempted for full use of Avatar, a written plan must be submitted with the proposal that will be reviewed and must be approved by DPH no later than July 1, 2017, to either transition within 12 months (by July 1, 2018) to use of Avatar or a method to share client information including progress notes. In addition, written proof of HIPAA certification of grandfather exempted provider EHRs must be included in the proposal appendix. All DPH behavioral health treatment providers grandfather exempted for full use of Avatar will be required to transition to the new/future DPH EPIC EHR system.

Additionally, proposers submitting proposals to serve clients with co-occurring substance use disorders must have organizational and staffing capacity to enter timely and accurate program and client data in CalOMS Treatment and DATAR, as well as meet requirements under the Drug Medi-Cal Organized Delivery System Pilot including the pilot evaluation.

Proposers must demonstrate that they have program capacity to support data collection and evaluation activities, including the necessary hardware, software, and information technology (IT) resources to support these activities. This includes, at a minimum, demonstrated organizational and staff capacity to:

1. Provide data for DPH evaluation and quality improvement activities;
2. Use Avatar or the DPH approved alternative method of client information sharing (see above);
3. Use EHRs to review client information and enter screening, prevention, admission and treatment and progress information directly into an electronic record, as well as complete required surveys and assessments to meet all billing documentation, outcomes, quality improvement, and performance measurement and reporting requirements;
4. Use federal, state, and DPH ePrescribing functions and systems;
5. Identify and train staff required to provide registration and eligibility verification functions within the electronic recordkeeping system in order to meet all scheduling, registration and eligibility related billing, reporting, quality management, and program evaluation and monitoring requirements; and
6. Provide for other required data collection including client satisfaction surveys, CANS assessments, as well as other data collection requirements not yet identified.

All proposers must demonstrate that they have sufficient capacity and resources including:

1. Hardware including a computer on each workstation or desk with sufficient processing power to support real time use of highly complex scheduling, electronic healthcare record and eligibility verification applications;

2. Software including current internet browser software, Microsoft Office applications to support practice management functions, and VPN or Token share of cost;
3. Connectivity including high speed internet and local area networking within facilities; and

4. Information Technology (IT) support services sufficient to the level of IT resources within programs and facilities including desk top support, computer break fix, networking support, and basic computer training.

## L. Out-of-County Treatment Capacity

Proposers proposing to serve adoptive children and youth must demonstrate organizational capacity and staffing to provide outpatient mental health treatment and support services to children and youth placed out-of-county and engage their families in their county of residence. This should include a description of available resources, including case management, to provide treatment out-of-county including linking clients to needed primary care and substance use disorder treatment services, as well as and other needed services as indicated in client treatment plans of care.

## M. Client Confidentiality Requirements

All federal, state and local client confidentiality requirements must be adhered to by outpatient mental health treatment providers. Proposers must describe their policies, practices, and workforce training that are consistent with and in full compliance with confidentiality requirements. This includes full compliance with DPH HIPAA compliant and privacy policies. Providers also must describe in their proposals how compliance with client confidentiality requirements is monitored.

## N. Workforce Development and Staffing

Workforce development is a major priority of DPH. Proposers must demonstrate capacity in their proposals for having qualified professional staff to meet identified Priority Service Population needs and mental health outpatient treatment service requirements listed in this RFP. This workforce development requirement extends to proposals to provide optional specialized mental health treatment services.

All proposers must demonstrate capacity to support a robust workforce training, technical assistance and support program as follows:

1. An organizational chart that shows proposed mental health outpatient treatment service, and optional specialized mental health treatment service if a proposal to submit optional services is submitted, full-time equivalents (FTEs) by profession and where those FTEs report within the provider's organization;
2. Staff experience, knowledge and qualifications in engaging and successfully treating children, youth and their families;
3. A staffing plan for proposed mental health outpatient treatment services, and for optional specialized mental health treatment services if a proposal includes optional services is submitted, including proposed staff to client ratios (staff client caseloads), clinical supervisor to staff ratios, and peer workers (consumers with lived experience) to provide peer support to families;
4. The provider's staff supervision model including the role of supervisors in staff coaching, client care, and QI and service utilization activities;
5. A training and technical assistance plan in delivering mental health outpatient treatment services, and for optional specialized mental health treatment services if a proposal

includes optional services, for Fiscal Year 2016-17 and beyond that supports employees in meeting DPH requirements;

6. Provider policies, procedures, and processes for ensuring that professional staff[1]: a) are licensed, registered, certified, or recognized under California State scope of practice statutes[2]; b) will provide services within their individual scope of practice; and c) receive supervision required under their scope of practice laws; and
7. Appropriate on-site orientation, support, and training for para-professional staff, such as peer support specialists, prior to and during performance of assigned duties, and strategies for supervision by professional staff.

## IV. PROPOSAL SUBMISSION REQUIREMENTS

**Failure to provide any of the following information or forms may result in a proposal being disqualified.**



### A. Non-Binding Letter of Intent

Prospective proposers are required to submit a Letter of Intent (LOI) on their agency's letterhead stationery to the DPH Office of Contracts Management and Compliance by **12:00 p.m.**, on **April 7, 2017,** to indicate their interest in submitting a proposal under this RFP. Such a letter of intent is non-binding and will not prevent acceptance of an agency's proposal and neither commits and agency to submitting a proposal. See Appendix A1-c.

Letter of Intent can be emailed to sfdphcontractsoffice@sfdph.org or mailed at the address below.

### B. Time and Place for Submission of Proposals

Proposals must be received by **12:00 p.m.** on **April 25, 2017.** Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with SFDPH Office of Contracts Management and Compliance ("Contracts Office"), or mailed to:

**Mahlet Girma**
**San Francisco Department of Public Health**
**Office of Contracts Management and Compliance**
**1380 Howard St., 4th Floor, # 421**
**San Francisco, CA 94103**

Proposers shall submit **one (1)** original and **six (6)** copies of the proposal, and **one (1)** copy separately bound, of required CMD Form and Minimum Agency Requirement including attachments in a sealed envelope clearly marked **"RFP 1-2017 – CYF Mental Health**

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1 Professional staff includes Licensed Practitioners of the Healing Arts such as Physician, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), and Licensed Marriage and Family Therapist (LMFT), licensed-eligible practitioners working under the supervision of licensed clinicians, and para-professionally licensed and certified staff such as peer support specialists.

2 Copies of proposed staff's professional licenses should be included in the proposal appendix.

**Outpatient Treatment Services"** to the above location. The original copy of the proposal must be clearly marked as **"ORIGINAL"** and emailed to the contracts office at sfdphcontractsoffice@sfdph.org. Applications that are submitted by facsimile, telephone or electronic mail (besides the original proposal) will not be accepted. Late submissions will not be considered.

## C. Late Submissions

Submissions are due at noon on the due date. Postmarks will not be considered in judging the timeliness of submissions. Submissions received after the noon deadline, but before 12:01 P.M. the following day will be accepted due to extenuating circumstances at the sole discretion of the Director of Health. Organizations/agencies/firms that submit proposals within this grace period must provide a letter explaining the extenuating circumstances by 12:00 noon of the second day. Decisions of the Director of Health to accept or reject the submission during the grace period will not be appealable.

Following the 24-hour grace period, no late submissions will be accepted for any reason and there will be no appeal. All submissions shall be firm offers and may not be withdrawn for a period of ninety (90) days following last day of acceptance.

## D. Format

All submission must be typewritten on standard recycled paper with an easy to read 12-point font such as *Arial* or *Times New Roman* and one-inch margins. Please print on double-sided pages to the maximum extent possible (note that one, double-sided page is the equivalent of two proposal pages when meeting program proposal page limits). Please bind your proposal with a binder clip or single staple. Please do not submit your proposal in a three-ring binder or bind your proposal with a spiral binding, glued binding, or anything similar that prevents easy duplication. You may use tabs or other separators within the proposal. Please number pages and include a Table of Contents. Only requested attachments are accepted. Do not add additional attachments/documents that the RFP did not request.

**Note: Proposals over the page limit will be declared non-responsive and will not be forwarded to the review committee. Please make sure you adhere to the page limits.**

Please organize your proposal content as follows (1 original + 6 copies):

1. Agency Cover page (Appendix A-1a)
2. Table of Contents;
3. RFP Form # 1 – Solicitation and Offer Form (filled and signed) Appendix A-1a
4. RFP Form # 2 – Contractual Record Form (filled) Appendix A-1a
5. Letter of Introduction;
6. Proposal Content (Appendix A1-d Proposal Submission Template and Priority System Needs Template in word format);
7. Budget Forms and Budget Narrative Appendix A-1b and;
8. Appendices

One copy - Separately bound submitted with the original proposal:

1. Cover page (Appendix A-1a)
2. Minimum Agency Requirement – See Section II, pages 9-13 (including financial

documents, monitoring reports and Medi-Cal certification as attachments)

3. Contract Monitoring Division – Appendix A-1a CMD Form # 3 only (Non-Discrimination Affidavit). If this form is not returned with the proposal, the proposal maybe determined to be non-responsive and may be rejected. The forms should be placed in a separate, sealed envelope labeled CMD Forms. If you have any questions concerning the CMD Forms, you may call Contract Monitoring Division (415) 581-2310.

**E. Minimum Agency Requirement**

The Minimum Agency Requirement may be no more than five (5) pages total, excluding forms and other required attachments. It should be clearly labeled and bound separately from program proposals. See Section II, pages 9-13.

Using a half page or less for each item, please describe how your agency meets the following requirements as detailed in Section II, Minimum Agency Requirements:

1. Medi-Cal Certification Requirements;
2. Harm Reduction Requirements;
3. Cultural & Linguistic Competency Requirements;
4. Financial Documents (attachment only, no narrative needed);
5. Electronic Health Record & Data Reporting Capacity and Assurances Requirements;
6. Prior Performance Requirements;
7. Non-Traditional Services Requirements;
8. Priority Service Populations Requirements;
9. Educationally Related Mental Health Services Client Service Certification Requirements;
10. Out-of-County Treatment Capacity for Adoptive Children and Youth Requirements;
11. Americans with Disabilities Act and Access Requirements;
12. City Vendor Requirement and DUNS Number; and
13. Compliance with City and County Policies, Laws, Rules and Regulations.

Only one copy of the above is required for each agency regardless of the number of proposals submitted. Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for project proposal review or for award of a contract.

**F. Letter of Introduction** (no more than one (1) page)

A one-page letter signed by the person authorized to obligate the proposing agency stating that the proposing agency is willing and able to perform the commitments contained in the proposal.

**G. Proposal Content**

Proposers must use the "Proposal Submission Template" in preparing and submitting their proposals (page 26). Information submitted for template sections that exceed the maximum page limits noted for each section of the template will not be considered by the review panels. Any proposal that does not include all of the information requested in the "Proposal Submission Template" will be considered non-responsive and will not be eligible for proposal project review or for award of a contract.

Please note that for each Optional Specialized Mental Health Treatment Service for which a proposal is being submitted, additional information has been requested under the last section of the "Proposal Submission Template" Any proposal for Optional Specialized Outpatient Mental

Health Treatment Services that does not include all of the information requested in the "Proposal Submission Template" will be considered non-responsive and will not be eligible for project proposal review or for award of a contract.

The "Proposal Submission Template" follows on the next page.

Please follow the page limit and include the questions in the template.

## Proposal Submission Template

### 1. Priority Service Populations Description (Up to 20 Points) – 2 Pages Maximum

**A.** Please check at least three (3) Priority Service Populations that are proposed to be served from the list to the right (15 points).

- ☐ Young Children, Birth to Age 5
- ☐ Black/African American Children, Youth and Their Families
- ☐ Latina/o Children, Youth and Their Families
- ☐ Southeast Asian Children, Youth and Their Families/Indicate Subgroup(s):_____
- ☐ Youth Involved with the Juvenile Justice System
- ☐ Adoptive Foster Children and Youth
- ☐ Children, Youth and Their Families Living in Public Housing
- ☐ Youth Diagnosed with Co-Occurring Disorders
- ☐ Children and Youth Who Are Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, Ally or Two-Spirit
- ☐ Youth Diagnosed with Eating Disorders
- ☐ Children and Youth Not Attending School Due to Mental Health Disorders or Emotional Disturbances
- ☐ New Immigrant Children, Youth and Their Families

**B.** Please describe at least five (5) years of specific organizational and staff knowledge, experience, and professional qualifications successfully engaging, treating, and transitioning clients from Outpatient Mental Health Treatment Services for each of the Priority Service Populations proposed to be served (5 points).

### 2. Treatment Program Narrative (Up to 65 Base Score Points Total) – ~~10~~ 13 Pages Maximum

**A. Treatment Program (35 points)**

Describe the proposed treatment program approach, strategies and resources. Be sure to discuss each of the following specific program components:

(1) Required services/available therapies (5 points);
(2) Available treatment supports (5 points);
(3) Clinical supervision model (5 points);
(4) CANS progress/treatment plan review process (5 points);
(5) Case management services (5 points);
(6) Discharge/level of care transition process (5 points); and
(7) Utilization review and quality improvement process (5 points).

**B. Client and Family Engagement & Peer Support (Up to 10 points)**

- Describe client/family engagement strategies and rationale why the strategies will be successful with the proposed service populations. (5 points)
- Describe how peer support will be integrated into client and family engagement, treatment planning, treatment, and transitions. (5 points)

**C. Non-Traditional Services (Up to 20 points)**

(1) Describe how treatment services will be provide outside the four walls of the clinic at school and community sites convenient to the clients and their families (10 points);

(2) Describe available treatment service hours after regular business hours (5 points) and on weekends (5 points).

**3. Evidence-Based Practices/Culturally Responsive, Practice-Based Evidence** (up to 15 points) – **~~3~~ 5 Pages Maximum**

**A.** Please identify at least two (2) practices that will be offered in the proposed treatment program. (5 points)

- ☐ Child-Parent Psychotherapy
- ☐ Cognitive Behavioral Therapy
- ☐ Dialectical Behavior Therapy
- ☐ Brief Strategic Family Therapy
- ☐ Family Systems Treatment for Eating Disorders
- ☐ Seeking Safety/Trauma Informed Treatment
- ☐ Culturally Responsive, Practice-Based Evidence: _____
- ☐ EBP to Address School Truancy, Suicidality and School Absence Due to Mental Health or Emotional Disturbance: _____

**B.** Describe how EBPs/Culturally Responsive, Practice-Based Evidence will be integrated within the proposed treatment program including all of the following:

(1) Describe the rationale for how the selected practices will support client recovery for the proposed service populations (2 points);

(2) Identify staff that have been certified and trained to provide each of the practices (2 points);

(3) Identify the process that the provider will use to ensure that each practice is being offered to fidelity including available staff booster training, coaching, support during staff supervision, and developer support including any cultural adaptations made to practices (2 points);

(4) Describe how the use of practices will be documented (e.g. progress notes) in a manner that is compliant for the purpose of external program reviews and audits (2 points); and

(5) Describe provider evaluation capacity to collect and report outcome data for clients receiving practices including, but not limited to, client satisfaction with proposed practices (2 points).

If EBPs will be offered that are not listed under 3 A, please list those here:

_____

| **4. Trauma Informed Care** (10 points) – **3 Pages Maximum** |
|---|
| All outpatient mental health treatment providers must describe how Trauma Informed principles and practices have been integrated within:<br>**A.** The organization (2 points);<br>**B.** Organizational leadership (2 points);<br>**C.** Clinical supervision (2 points);<br>**D.** Workforce development and training (2 points);<br>**E.** Treatment services/other aspects of care (2 points). |

| **5. Electronic Health Records & Data Systems** (Up to 10 points) – **3 Pages Maximum** |
|---|
| **A.** Describe all of the following:<br>(1) The organization's policies, protocols, processes and strategies to: a) support timely, accurate, and compliant client and program data entry including reporting: a) in the DPH Avatar data system/approved method of client reporting; b) for DPH quality improvement activities; and c) DPH Contractor Performance Objectives; (3 points);<br>(2) Available trained staff, information technology resources, and training available to support timely, accurate and compliant client and program data entry and reporting (3 points);<br>(3) The organizational process for monitoring and managing data entry and reporting (2 points);<br>(4) The organization's protocols, processes, and strategies to ensure that accurate and compliant data is submitted to DPH within five (5) business days of the receipt of a request from DPH and in the format specified by DPH (2 points); **AND**<br>**B.** Provide an assurance that the organization will comply with future DPH electronic health record (e.g. EPIC), DPH Contractor Performance Objectives, and annual QI activities data collection requirements (no points awarded but required to be submitted).<br>**C.** For proposers that are transitioning to Avatar, provide a proposed Avatar transition plan that includes a proposed timeframe for migrating client data to Avatar, strategies for meeting the Avatar EHR requirements, staff resources to manage the proposed transition plan and technical support and resources needed to support the proposed Avatar transition plan (no points awarded by required to be submitted where applicable). |

**6. Evaluation & Quality Improvement** (Up to 10 points) – **3 Pages Maximum + 1 flow chart + 1 logic model**

Describe the following information:

**A.** Evaluation & Quality Improvement Program

(1) Describe and provide a flow chart (the flow chart does not count toward the maximum page limit) that shows the organization's process for collecting, analyzing and integrating outcomes/evaluation and quality improvement data into treatment program planning, development, and implementation activities with the goal of improving client experience and outcomes (5 points);

(2) Describe how the organization's evaluation and quality improvement policies, protocols and processes are consistent with DPH evaluation and quality improvement requirements and include a copy of the organization's evaluation and quality improvement policy in the proposal appendix (3 points); and

(3) Provide a Logic Model (the Logic Model does not count toward the maximum page limit) showing provider capacity, resources and key strategies to meet at a minimum the following program and client outcomes (2 point):

a) High client and family engagement and participation;
b) Client and family satisfaction with convenience and cultural appropriateness of services;
c) Timeliness of first initial client contact to face-to-face appointment;
d) Client treatment progress (CANS actionable items);
e) Appropriate client utilization of services and level of care;
f) Improved client access to medication support services;
g) Reduction in avoidable client hospitalizations;
h) Successful level of care transitions and discharges (case management/navigation support for clients and their families);
i) Improved collaborative treatment planning with primary care and substance use disorder treatment providers;
j) Improved client assessment for urgent conditions within 24 hours;
k) Access to after hour/evening and weekend treatment services;
l) Timely, accurate, and compliant client and program data entry and reporting;
m) Improved availability of treatment services in client and family primary languages.

**B.** Staffing and Resources

(1) Identify an evaluation and QI point of staff contact (required proposal information but no points awarded) OR identify a *dedicated* evaluation and QI staff person/subcontractor that will be responsible for meeting all client, program, quality improvement, contractor performance and evaluation requirements (5-point scoring preference); and

(2) Provide certification that all clinical and supervisory treatment and administrative staff will be trained on DPH data entry and reporting requirements, including Avatar, and that the organization will submit all required and requested data to DPH within five (5) business days of a request from DPH (required certification but no points awarded).

| **7. Workforce Development & Staffing** (Up to 20 points) – **4 Pages Maximum + 1 org chart** |
|---|
| A. In addition to providing a one (1) page organizational chart that shows proposed mental health outpatient treatment full-time equivalents (FTEs) by profession and where those FTEs report within the provider's organization (the organizational chart does not count toward maximum page limit), address the following in the proposal:<br>(1) Adequate number of qualified and experienced staff to serve proposed service populations included a staffing plan that includes proposed staff to client ratios (staff client caseloads), proposed clinical supervisor to staff ratios, and proposed availability of peer support (10 points);<br>(2) An adequate level of clinical supervision to support staff coaching and service utilization and quality improvement activities (4 points);<br>(3) A workforce training plan for Fiscal Year 2016-17 that supports staff in meeting DPH requirements (2 points); and<br>(4) A description of the provider's policies, processes, and procedures for meeting all of the following professional licensure and workforce requirements (4 points):<br>a) Professional staff must be licensed, registered, certified, or recognized under California State scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Licensed Practitioner of the Healing Arts includes: Physician, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), and Licensed Marriage and Family Therapist (LMFT) and licensed-eligible practitioners working under the supervision of licensed clinicians;<br>b) Para-professional staff shall receive appropriate on-site orientation and training prior to performing assigned duties. Para-professional staff will be supervised by professional and/or administrative staff;<br>c) Professional and para-professional staff are required to have appropriate experience and any necessary training at the time of hiring; and<br>d) All staff must adhere to all requirements in the California Code of Regulations, Title 9, Chapter 11 and any other federal, state and local statutes and regulations governing special mental health services and public agency partners including the juvenile justice system, the child welfare system, and public schools including the Individual with Disabilities in Education Act. |
| B. An assurance that any vacant positions will be filled within 90 days of receiving a contract award to provide mental health outpatient treatment services (required information but no points awarded); and |
| C. List of professional licensed and credentialed staff and include in the proposal appendix copies of all professional licenses for staff (required information but no points awarded). |

| **Optional Specialized Mental Health Treatment Services –** Up to 25 Points per Optional Specialized Mental Health Treatment Service (**5 Pages Maximum** per Optional Specialized Mental Health Service) | | |
|---|---|---|
| **A.** Optional Specialized Mental Health Treatment Service Proposal<br>Please select Optional Specialized Mental Health Treatment Service to the right and provide the information requested under the "Proposed Treatment Narrative" below for each Optional Specialized Mental Health Treatment Service proposed to be provided. | ☐ SOAR<br>☐ CEEP | ☐ TBS |

**B.** Proposed Treatment Narrative (up to 25 points)

(1) Please describe at least five (5) years of specific organizational and staff knowledge, experience, and professional qualifications successfully engaging, treating, and transitioning clients from the Optional Specialized Mental Health Treatment Services for each of the Priority Service Populations proposed to be served (5 points);

(2) Describe the proposed treatment approach and available services to be used in providing the Optional Specialized Mental Health Treatment Service(s) including, at a minimum, evidence-based practices and assessments, case management services, strategies for engaging clients and their families, clinical supervision models, and prior collaborative work with DPH partners, including SFUSD/schools (10 points);

(3) Describe organizational and staffing capacity and commitment to meeting clients and their families where they are by providing treatment services outside the clinic walls in schools and in the community (5 points); and

(4) Describe organizational and staffing capacity to collect and report client and program data within 5 days of a request by DPH and/or one of its behavioral health system partners (e.g. SFUSD and to utilize data to inform and improve clinical practice (5 points).

**8. Budget** (30 points) – Budget Forms Appendix A-1b + **2 Pages Maximum** Budget Justification

Please complete the attached DPH Budget Forms to detail costs associated with this RFP. Please submit a 12 months budget using these forms. (See appendix A-1b). Proposers must demonstrate the detail costs associated with this RFP (if using your own forms, use DPH form as example and make sure your budget includes unit of service and unit rates, salaries and benefits, operating expense details, direct and indirect costs).

**Budget Narrative** (no more than two (2) pages)

(1) Demonstrate that the proposed budget is cost effective and reasonable for providing services proposed under this RFP and that indirect costs specified are within the 15% City and County of San Francisco's guidelines for allowable indirect costs from DPH and federal or state grantors and provide sufficient overhead to manage the proposed program of which 15% may be billed to DPH;

(2) Justify the proposed budget using actual proposer cost data of providing similar or the same services for which a proposal is submitted under this RFP within the past 12 months; and

(3) Demonstrate that the proposed budget leverages Drug Medi-Cal, Medi-Cal, Medi-Cal/EPSDT and/or other funding and/or services. The City and County intends to award contracts to agencies that it considers will provide the highest quality, accessible and cost effective services. The City and County reserves the right to accept other than the lowest price offer and to reject any proposals that are not responsive to this request.

## Scoring Preference Points

Proposers must complete the following "Priority System Needs Template" to be considered for up to **forty (40)** preference points. In completing the "Past Performance Data" section of the "Priority System Needs Template", proposers must include the following with their completed template:

1) DPH contracted providers should include in the proposal Minimum Agency Requirement copies of the two most recent contract monitoring reports (FY 2014-15 and FY 2015-16) from the DPH Business Office of Compliance and Contracts; note: if FY 2015-16 reports are not available as of the submission deadline, submit the FY 2013-14 report with the FY 2014-15 report and indicate that the FY 2015-16 is not yet available;
2) Providers that did not contract with DPH in FY 2014-15 and/or FY 2015-16 to provide an outpatient mental health treatment service for which a proposal is being submitted, please include in the proposal appendix a copy of contractor/vendor monitoring reports from a California county in which the treatment service was provided in FY 2014-15 and FY 2015-16, including contact information for contract monitor(s) including name, title, email address and phone number to allow DPH to verify performance. note: if FY 2015-16 reports are not available as of the submission deadline, submit the FY 2013-14 report with the FY 2014-15 report and indicate that the FY 2015-16 is not yet available.

## Priority System Needs

| **Priority System Needs** (Up to **20** Preference Points) | **Provider Assurances and Response**<br>(complete only for Treatment Components for which a scoring preference is being requested) |
|---|---|
| Cultural and Linguistic Competency (10 points)<br>For each primary language other than English, please identify the number of clients expected to be served annually by their primary language and the number of full-time equivalent (FTE) and names of clinicians who are fluent in the primary language and that will serve clients. | ___ (#) clients in _____ (e.g. Spanish, Cantonese)<br>___ FTEs fluent in primary language noted: ____ FTEs as follows:<br>_____ (clinician name)<br>_____ (clinician name) |
| Evaluation & QI Support (10 points)<br>Please indicate the number of FTEs and staff names *dedicated* to evaluation and quality improvement activities and/or the name of and # of committed hours by the subcontractor that will manage these activities. Please include a copy of executed contracts in the proposal appendix for the subcontractor. | ___ FTEs (must be 0.5 FTE or greater annually to receive preference)<br>Evaluation & QI Staff Name: _____<br>Support to be provided by: _____ (subcontractor name)<br>___ hours committed (must be 960 hours/annually or greater to receive preference)<br>Contract included in proposal appendix?: ___Yes ___ No |

## Past Performance Chart

| **Past Performance Data** (Up to **20** Preference Points – 5 points per data point met or exceeded) | **FY 2014-15** | **FY 2015-16** |
|---|---|---|
| 1) Percentage of all outpatient mental health treatment clients who improved on at least 50% of their actionable items on their Child and Adolescent Needs and Strengths Assessment (CANS) or similar client assessment measure (for proposers that do not currently provide services in San Francisco). Benchmark: 40% or more clients improved. | ___% | ___% |
| 2) Percentage of outpatient mental health treatment clients in treatment who expressed satisfaction with their client experience. Benchmark: 80% or more clients expressed satisfaction. | ___% | ___% |

## V. EVALUATION AND SELECTION CRITERIA

**For all proposals, the Minimum Agency Requirements will be reviewed first; applications that do not submit complete documentation meeting the minimum requirements may not have their application forwarded for review. The department may request for additional clarification or may determine the application as non-responsive.**

Project proposals meeting minimum agency requirements will be evaluated and scored using the "Proposal Scoring Criteria" (see next page) by a selection committee made up of individuals with expertise in the mental health outpatient treatment services for which the proposal is submitted, as well as quality improvement and evaluation staff, consumers of service and family members, and financial management staff.

The City and County intends to evaluate the proposals generally in accordance with the criteria itemized below.

### PROPOSAL SCORING CRITERIA

**1. Submission Guidelines 10 Points**

Did the applicant follow the submission requirement guidelines and format listed in section IV page 24 & 25? Are all submissions complete using the submission templates, are they within the page limits, using 12 point Times New Roman font, one inch margins, double spaced and on double sided, recycled pages? …….……10 points

**2. Outpatient Mental Health Treatment Program Up to 150 Points**

Priority Service Populations…….….…….....20 points
Treatment Program/Services Narrative…….…….…….....Up to 65 points
Evidence-Based Practices/Culturally Responsive, Practice-Based Evidence……....15 points
Trauma Informed Care…….……..…10 points
Electronic Health Records & Data System Capacity…….……....10 points
Evaluation & Quality Improvement Capacity…….….……..10 points
Workforce & Staffing…….20 points

**3. For applicants applying for Optional Specialized MH OT Services Up to 75 Points**

Optional Specialized Mental Health Outpatient Services:
Success, Opportunity, Achievement, Resiliency (SOAR) Classroom MH Services…….25 points
Classroom Educational Enrichment Program (CEEP)……...25 points
Therapeutic Behavioral Services (TBS) ……25 points

**4. Budget 30 Points**

Proposer's budget is reasonable, cost effective and justified using actual costs of providing services…….…….….....20 points
Proposer's budget leverages Drug Medi-Cal, Medi-Cal EPSDT or other services and funding……..…….……...10 points

**5. Financial Management Capacity and Fiscal Integrity 30 Points**

Proposal Submission

Proposer's Financial Management and Fiscal Integrity (as evidenced by citywide or DPH monitoring report, corrective action plans, unqualified audit opinions,)

**6. Prior Performance 30 Points**

Proposer's Prior Performance (as evidenced by DPH monitoring report, corrective action plans, and contractual record).

| **TOTAL EVALUATION/SCORING CRITERIA POINTS POSSIBLE:** | **250 to 325 points** |
|---|---|

**Additional Points Available for Priority System Needs: 40 points**

Up to forty (40) additional points may be awarded as follows for:

| Priority System Needs | Maximum Number of Points Available |
|---|---|
| 1) Cultural & Linguistic Competency: Dedicated Multi-Lingual Staff for Service Populations | 10 Points |
| 2) Evaluation & Quality Improvement: Dedicated Evaluation and Quality Improvement Staff | 10 Points |
| 3) Past Performance | Up to 20 Points |

The Contract Analyst will calculate any Priority System Needs points.

| **TOTAL POINTS POSSIBLE:** | **290 to 365 POINTS** |
|---|---|

## VI. EMAIL QUESTION PERIOD, PRE-PROPOSAL CONFERENCE AND CONTRACT AWARD

### A. Email Question Period

All questions and requests for information must be received by electronic mail and will be answered within five (5) days after the closing of the E-Question period, by electronic mail, to all parties who have requested and received a copy of the RFP. The questions will be answered by program staff. This will be the first opportunity applicants can ask direct questions regarding the services mentioned in this RFP. All questions are to be directed to the following e-mail address: sfdphcontractsoffice@sfdph.org

**E-questions may only be submitted from March 7, 2017 until 12:00 noon March 20, 2017.**
Follow up questions or requests for interpretation will be only be accepted at the Pre-Proposal Conference in person. Additional questions will not be accepted via email after 12:00 PM on **March 20, 2017**. If you have further questions regarding the RFP, please attend the pre-proposal conference.

### B. Pre-Proposal Conference

Proposers are encouraged to attend a Pre-Proposal conference on:

**Date:** **Wednesday March 29, 2017**
**Time:** **1:30 p.m. to 3:30 p.m.**
**Location:** **~~1380 Howard St., 4th Floor, Room # 424~~,**
**101 Grove, 3rd Floor, Room 300, San Francisco, CA.**

Follow up questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please email the contracts office at sfdphcontractsoffice@sfdph.org
The City will keep a record of all parties who request and receive copies of the RFP.
Any requests for information concerning the RFP whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP from the Department of Public Health**.** Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP. No questions or requests for interpretation will be accepted after 3:30pm **March 29, 2016.**

### C. Contract Award

The Department of Public Health, will issue Notices of Intent to Award to the selected Proposer with whom DPH staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the Proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the Department in its sole discretion may terminate negotiations with the recommended Proposer and begin contract negotiations with the next recommended Proposer.
The City and County intends to award contracts to agencies that it considers will provide the most cost effective program services. The City and County reserves the right to accept other than the lowest price offer and to reject any proposals that are not responsive to this request.

## VII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

### A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

### B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP must be directed to:

Mahlet Girma, Contract Analyst
San Francisco Department of Public Health
Office of Contracts Management & Compliance
1380 Howard St. 4th Floor, # 421

San Francisco, CA 94103
Phone (415) 255-3504
Email: sfdphcontractsoffice@sfdph.org

**C. Objections to RFP Terms**

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

**D. Change Notices (Addenda)**

The Department may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Change Notices.

**E. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

**F. Revision of Proposal**

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal or commencement of a revision process extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

**G. Errors and Omissions in Proposal**

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

**H. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

## I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- The officer's re-election campaign;
- A candidate for that officer's office;
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include:

- A vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and
- A city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to $5,000 and a jail term of not more than six months, or both.
- Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to $5,000.
- Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to $5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581- 2300.

## J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

## K. Public Access to Meetings and Records

If a proposer is a non-profit entity that receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

## L. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

## M. No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

## N. Local Business Enterprise (LBE) Goals and Outreach

The LBE Goal is deleted due to Federal Funds/State Funds being used in the funding mix for this RFP. **Department note on certified LBE's.** The City strongly encourages proposals from qualified and certified LBE's or the inclusion of certified LBE's in your project team. A list of certified LBE's can be found at: www.sfgsa.org. For information on becoming a certified LBE, visit www.sfgsa.org.

# VIII. CONTRACTS REQUIREMENTS

## A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services or other applicable standard City agreement, contained in Appendix A-3. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§Article 10.5 "Nondiscrimination; Penalties" in the Agreement); the Minimum Compensation Ordinance (§Article 10.7 "Requiring Minimum Compensation for Covered Employee" in the Agreement); the Health Care Accountability Ordinance (§Article 10.8 "Requiring Health Benefits for Covered Employees" in the Agreement); the First Source Hiring Program (§Article 10.9 "First Source Hiring Program" in the Agreement); and applicable conflict of interest laws (§Article 10.2 "Conflict of Interest" in the Agreement), as set forth in paragraphs B, C, D, E and F below.

## B. Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at www.sfgsa.org.

## C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §43 in the Agreement. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco

## D. Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao

## E. First Source Hiring Program (FSHP)

If the contract is for more than $50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.
Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at http://www.workforcedevelopmentsf.org/ and from the First Source Hiring Administrator, (415) 701-4857.

## F. Conflicts of Interest

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

## G. Healthcare Insurance Portability and Accountability Act of 1996 (HIPAA)

The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Contractor may be defined as one of the following definitions under the HIPAA regulations:

1. A Covered Entity subject to HIPAA and the Privacy Rule contained therein; [1]
2. A Business Associate subject to the terms set forth in Appendix A-3 "HIPAA for Business Associates Exhibit";[2]
3. Not Applicable, Contractor will not have access to Protected Health Information.

## H. Insurance Requirements

Upon award of contract, Contractor shall furnish to the City a Certificate of Insurance and Additional Insured Endorsements stating that there is insurance presently in effect for Contractor

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1"Covered Entity" shall mean an entity that receives reimbursement for direct services from insurance companies or authorities and thus must comply with HIPAA.
2"Business Associate" shall mean an entity that has an agreement with CITY and may have access to private information, and does not receive reimbursement for direct health services from insurance companies or authorities and thus is not a Covered Entity as defined by HIPAA.

with limits of not less than those established by the City. (Requirements are listed in Appendix A-3 and are available for download at the Departments RFP/Q center http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp

### I. Notes on Chapter 12B: Nondiscrimination in Contracts (Equal Benefits or Domestic Partners Ordinance)

Effective June 1, 1997, the City and County of San Francisco added to its Nondiscrimination in Contracts ordinance the requirement that all Contractors that enter into an agreement with the City must extend the same benefits to domestic partners of employees that are extended to spouses of employees. It is recommended that you thoroughly understand this requirement. Questions regarding this requirement can be directed to the person indicated in Section VI, item B, or visit the Contract Monitoring Divisions website at www.sfgsa.org.

### J. Vendor Credentialing at Zuckerberg San Francisco General Hospital.

It is the policy of Zuckerberg San Francisco General Hospital to provide quality client care and trauma services with compassion and respect, while maintaining client privacy and safety. SFGH is committed to providing reasonable opportunities for Health Care Industry Representatives (HCIRs), external representatives/vendors, to present and demonstrate their products and/or services to the appropriate SFGH personnel. However, the primary objective of SFGH is client care and it is therefore necessary for all HCIRs to follow guidelines that protect client rights and the vendor relationship. Therefore, all HCIR's that will come onto the campus of San Francisco General Hospital must comply with Hospital Policy 16.27 "PRODUCT EVALUATION AND PHARMACEUTICAL SERVICES: GUIDELINES FOR SALES PERSONNEL, HEALTHCARE INDUSTRY REPRESENTATIVES, AND PHARMACEUTICAL COMPANY REPRESENTATIVES".

Before visiting any SFGH facilities, it is required that a HCIR create a profile with "VendorMate." VendorMate is the company that manages the credentialing process of policy 16.27 for SFGH. For questions, or to register as a HCIR please contact the Director of Materials Management, or designee (during normal business hours) at (415) 206-5315 or sign on to https://sfdph.vendormate.com for details.

## IX. PROTEST PROCEDURES

### A. Protest of Non-Responsiveness Determination

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence

sufficient for the City to determine the validity of the protest.

**B. Protest of Contract Award**

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**C. Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non- delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Director of Contract Management and Compliance
101 Grove Street, Room 307
San Francisco, CA 94102
Fax number: (415) 554-2555

## ATTACHMENT A-1

**The following forms must be completed in order for proposals to be considered:**

a) **Appendix A-1a: Agency Cover Sheet**

**Appendix A1-a: DPH Forms:**

- RFP Form 1 Solicitation & Offer
- RFP Form 2 Contractual Record Form
- CMD Attachment 2 Contract Monitoring Division Forms – Form 3 added in zipped file

b) **Appendix A1-b: DPH Budget Forms and Instructions**

c) **Appendix A1-c: Letter of Intent Form** (Due April 7, 2017, at or before 12:00 p.m.)

d) **Appendix A1-d** – Proposal Submission Template (in word format)

## ATTACHMENT A-2

**Forms the qualified firm must submit within 5 working days after the notification of an award. If the qualified firm is a current vendor with the City you may not need to submit these forms.**

- **MCO Dec.pdf -** Declaration for the Minimum Compensation Ordinance
- **HCAO Dec.pdf-** Declaration for the Health Care Accountability Ordinance
- **Vendor Profile.pdf** - Vendor Profile Application
- **Biztax.pdf** - Business Tax Application Form (P-25)
- **Fw9.pdf** - Federal W-9
- **Employer Projection of Entry Level Positions rev7-11.doc -** First Source Hiring Program
- **12b101.pdf**
  How to do business with the City http://sfgov.org/oca/qualify-do-business

## ATTACHMENT A-3

- **Standard Professional Services.pdf** – The City Standard Professional Services Agreement (P-600)
- **Insurance Requirements.pdf** - Department of Public Health Insurance Requirements
- **Insurance Sample.pdf -**Sample Insurance certificate and Endorsement
- **HIPAA for Business Associates Exhibit.pdf -** Standard DPH HIPAA Business Associates Exhibit
- **Quickref.pdf Also visit:** http://sfgsa.org/index.aspx?page=6125
  Quick Reference Guide to Chapter 12B

**AMENDED & RE-ISSUED**
**RFP 8 - 2017**

**Mental Health Outpatient Programs for Adult/ Older Adult System of Care**

**DEPARTMENT OF PUBLIC HEALTH**
Behavioral Health Services (BHS) or
San Francisco Health Network (SFHN)

# Request for Proposals (RFP) - 8 – 2017 AMENDED & RE-ISSUED

**DEPARTMENT OF PUBLIC HEALTH**
**OFFICE OF CONTRACT MANAGEMENT AND COMPLIANCE**
**1380 HOWARD STREET, SUITE 419**
**SAN FRANCISCO, CA 94103**

**CONTACT**
**MAHLET GIRMA**
**CONTRACT ANALYST**
**(415) 255-3504**

| | |
|---|---|
| Date Amended & Re-issued: | August 23, 2017 |
| Email Questions Begin: | August 17, 2017 |
| Email Questions End: | August 28, 2017 |
| Pre-Proposal Conference | 1:00 p.m. – 2:30 p.m., August 31, 2017 |

*Laguna Honda Hospital*
*375 Laguna Honda Boulevard, Moran Hall (in the Old Building) 3rd Floor*

| | |
|---|---|
| Letter of Intent Due: | 12:00 p.m., September 15, 2017 |
| **Propsals Due:** | **12:00 p.m., September 21, 2017** |

# RFP 8 - 2017 Mental Health Outpatient Programs for Adult/ Older Adult System of Care

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The following appendices (A-1, A-2, A-3) are available in three separate folders in the zip file attachment available for download at: the Department of Public Health RFP/Q Center located at http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp. Click on **RFP 8-2017** and follow the instructions.

***A-1. THESE FORMS MUST BE COMPLETED IN ORDER FOR PROPOSALS TO BE CONSIDERED.***

- Appendix A1-a – **Agency Cover Sheet** (please use this form only as your cover)
- Appendix A1-a – **RFP Form 1 Solicitation and Offer** and **RFP Form 2 Contractual Record Form** and **CMD Attachment** 2 this contains the required CMD forms (Form 3)
- Appendix A1-b – **Budget Forms** & **Instructions** (please use this form)
- Appendix A1-c – **Letter of Intent** (please use this form to submit your Letter of Intent)

**A-2. Forms the qualified firm must submit within 5 working days after the notification of an award. If the qualified firm is a current vendor with the City you may not need to submit these forms.**

- **MCO Dec.pdf -** Declaration for the Minimum Compensation Ordinance
- **HCAO Dec.pdf-** Declaration for the Health Care Accountability Ordinance
- **Vendor Profile.pdf** - Vendor Profile Application
- **Biztax.pdf** - Business Tax Application Form (P-25)
- **Fw9.pdf** - Federal W-9
- **Employer Projection of Entry Level Positions rev7-11.doc -** First Source Hiring Program
- **12b101.pdf**
  How to do business with the City http://sfgov.org/oca/qualify-do-business

**A-3. For Information Only**

- **Standard Professional Services.pdf** – The City Standard Professional Services Agreement (P-600)
- **Insurance Requirements.pdf** - Department of Public Health Insurance Requirements
- **Insurance Sample.pdf -**Sample Insurance certificate and Endorsement
- **HIPAA for Business Associates Exhibit.pdf -** Standard DPH HIPAA Business Associates Exhibit
- **Quickref.pdf Also visit:** http://sfgsa.org/index.aspx?page=6125
  Quick Reference Guide to Chapter 12B

# I. INTRODUCTION, CONTRACT TERM, FUNDING AND SCHEDULE

## A. General

BHS funding is available to be contracted out for the provision of **Mental Health Outpatient Modality Services** described below, starting Fiscal Year 2017-18.

These monies to be contracted out are not new monies, but continuation of funding for services that need to be re-RFPd. Several programs will be funded from this RFP.

This is a Request for Proposals to provide Mental Health Outpatient Modality services described in the next Scope of Work –Section II below, under the mental health Adult/Older Adult (A/OA) Systems of Care of Behavioral Health Services, Department of Public Health, City and County of San Francisco. This RFP is seeking qualified providers of *regular* mental health outpatient services. *Regular* outpatient mental health services are differentiated from non-regular outpatient *Mental Health Intensive Case Management Services* which are being solicited in a separate RFP.

The Mental Health A/OA funds mental health outpatient, intensive case management, crisis stabilization, residential treatment services, supportive housing and other adjunct services (such as representative payee and income assistance advocacy) to residents of the city and county of San Francisco who have serious mental illness and resulting significant functional impairments. About 21,000 unduplicated individuals are served annually by the BHS Adult/Older Adult, Systems of Care ages 18 and over, for serious mood, schizophrenic/psychotic, anxiety, adjustment and other mental disorders, including with co-occurring substance use disorders, and significant primary care, functional impairment and quality-of-life issues. Separate RFPs are being issued to solicit providers for the other service modalities (intensive case management, residential treatment, supportive housing and other adjunct services) within the BHS Adult/Older Adult, Systems of Care.

(*Note:* BHS funding for behavioral health programs that are *dedicated t*o *specifically serving only transitional youth aged clients* are being solicited in a *separate RFP* solicitation. *However,* all BHS services being solicited *in this RFP* are *also* meant to be able to serve transition age youth clients ages 18-24, as part of serving all adult clients over 18.)

Services provided under the BHS A/OA are funded via a combination of Medi-Cal, county general fund, state realignment, Mental Health Services Act, Medicare, grants and other revenues dedicated to mental health. Clients eligible to be served are those who meet Medi-Cal medical necessity criteria for specialty mental health services, which requires the client to have an *included* mental health disorder diagnosis and significant functional impairment resulting from that diagnosis. BHS has a single standard of care, providing equivalent care to individuals without private health insurance coverage, including indigent or undocumented individuals.

Services funded and provided by BHS A/OA SOC are guided by the following overarching principles:

- **Wellness & Recovery**

BHS subscribes to a Wellness & Recovery approach to providing mental health services, and to working in partnership with clients to attain treatment plan objectives. Services assist clients in overcoming impairments resulting from their mental health diagnosis, and in order for them to achieve life goals. Belief is cultivated in clients' ability to recover from their mental illness and succeed in their endeavors. Providers become involved in a partnership with clients to identify and harness clients' strengths toward desired outcomes.

Clients are not identified by their diagnosis and resulting impairments, but by their individual strengths and aspirations. Services should promote recovery and resiliency by allowing clients and consumers to participate in defining their own goals so they can live fulfilling and productive lives. BHS encourages confidence in clients' success.

Clients are also valued by BHS in their ability to help fellow clients. Roles for peers to provide assistance to other peers are incorporated into program design and service delivery, including employing clients in the paraprofessional role of peer counselor.

- **Client Satisfaction**

BHS A/OA SOC is committed to improving clients' experience-of-care, including quality and satisfaction. Services are client-centered, proceed from client choice and informed consent, and involve a partnership between the BHS provider and the client in the provision and receipt of mental health services to help the client achieve personal goals.

In compliance with federal managed care regulations that protect clients' rights – given the Medicaid Section 1915(b) Waiver which carved-out Medi-Cal specialty mental health benefits (and given BHS's single standard of care for all clients) – all BHS clients have the right to timely access to care, grievance and appeals process, choice of provider within the BHS provider network, second medical opinion, privacy of health information and access to their medical records, among other rights, as detailed by regulations. All BHS programs have to comply with these managed care regulations.

Services should engage clients, significant others and families in the provision of their care, as well as in all aspects of the mental health system, including planning, policy development, service delivery, and evaluation.

- **Staff and Satisfaction**

BHS values its relationships with its network of providers, both contracted and civil-service-operated programs. Providers are considered important partners in delivering quality services to clients. BHS promotes effective communication, problem-solving, involvement in decision-making, and thoroughgoing support of staff and providers.

- **Client-Outcomes Oriented**

BHS is committed to measurably improving clients' well-being, functioning and quality of life. BHS A/OA SOC utilizes the Adult Needs & Strengths Assessment, and other data sets derived from the Avatar electronic health record, to assess, plan and track for favorable client outcomes. Effectiveness is supported, not only at the client-level, but also at the clinician, program and

system-of-care levels, through supervision, continuous quality improvement initiatives and employment of effective clinical practices.

- **Cultural and Linguistic Competence**

Services should reflect the values, customs, beliefs, and languages of the populations served and eliminate disparities in service access.

- **Trauma-Informed System of Care**

BHS subscribes to the principles of a trauma-informed system of care that starts with an understanding of trauma and stress and leads to compassionate interactions, dependable and trustworthy relationships, informed steps toward wellness, safety and stability, collaboration and empowerment, cultural humility and responsiveness, and resilience and recovery – for both clients and staff.

- **Integrated Care**

BHS recognizes the necessity of attending to clients' overall health, to include not just mental health, but physical health and co-occurring substance use disorder. Chronic mental health conditions have resulted in poorer health and shorter life expectancy for individuals with serious mental illness. Substance use disorder compounds mental health problems. Overall health functioning is impaired by mental disorders and is an important focus of mental health treatment and rehabilitation services. This includes connecting clients to primary care and substance abuse treatment services as necessary, and assisting clients toward overall wellness.

- **Access to Services**

In line with BHS' designation as the provider of specialty mental health services in San Francisco county to individuals and families on Medi-Cal, BHS promotes unhindered access to care to clients whose mental health condition and impairment meet medical necessity criteria for services. Clients' right to receive care, and in a timely fashion, are protected by beneficiary grievance and appeals processes, and promoted by BHS policies, such as the advanced access policy that requires clients requesting appointments to be seen within 24-28 hours. The right to access care extends to poor, uninsured and undocumented individuals covered by the county's safety net of health services.

- **Priority to Individuals with Serious Mental Illness**

BHS' Medi-Cal specialty mental health services are designated for moderate to serious mental health conditions that meet medical necessity for services that cannot be provided by primary care providers. To the extent that resources are available, BHS prioritizes serving individuals and families with the most serious and chronic mental illnesses, who have experienced the most adverse impairments in functioning and reduction in quality of life, such as homelessness, incarceration and institutionalization, due to their mental illness.

- **Clinical Case Management**

BHS A/OA mental health services involve not just treating mental health symptoms but improving clients' quality of life and achievement of personal aspirations through overcoming barriers from serious mental illness. BHS services employ a whole person approach that address clients individual in their psychosocial environment – taking into account not only their

psychiatric condition, but also the effects of this condition on their: ability to function in the community; housing situation; family life; social relations and environment; physical health; employment and/or education; income; socio-economic status; legal and criminal justice involvement; and their safety and potential for exploitation. Clinical case management includes not only assessment, therapy, rehabilitation, collateral contacts, and medication support services, but also intensive outreach and follow-up in the community, and case management brokerage services to link client to resources.

- **Collaborations and Transitions across Levels-of- Care**

BHS clients are often high users of multiple health and human services, including of behavioral health services across different levels of care (crisis, inpatient, jail, residential treatment, long-term care) within the BHS mental health and substance abuse systems-of-care. BHS requires that providers collaborate effectively in the transitions of clients across different modalities of healthcare (such as from psychiatric inpatient to outpatient care) to facilitate an effective, seamless and coordinated continuity of care.

- **Harm Reduction**

BHS abides by the harm reduction philosophy adopted by the San Francisco Health Commission, which promotes methods of reducing the physical, social, emotional, and economic harms associated with drug and alcohol use and other harmful behaviors on individuals and their community. Harm reduction methods and treatment goals are free of judgment or blame and directly involve the client in setting their own goals.

- **Continuous Quality Improvement**

BHS supports continuous quality improvement in patient experience, client outcomes, clinical quality and provider satisfaction. Initiatives that improve the quality of practices at the service delivery team, program, agency and system-of-care levels are encouraged. These include the use of evidence-based practices and practice-based knowledge.

- **Cost Containment**

BHS supports clients' wellness and recovery in the community, and in the most independent and least restrictive settings. Toward this end, BHS providers work with clients to stabilize periods of acute crisis and disability, and to reduce expensive incidences of psychiatric emergency, inpatient, locked and institutional care.

- **Utilization Management**

As required by Medi-Cal regulations, BHS has a set of policies and procedures for utilization management that evaluates the appropriateness and medical need for different modalities and levels-of-care of mental health services (such as outpatient, intensive case management, inpatient, day and residential treatment), and that authorizes service utilization.

- **Medi-Cal Compliance**

BHS providers must adhere to Med-Cal regulations governing site and staff certifications, program and staff practices, including billing compliance, and clinical chart documentation standards.

- **Privacy**

BHS providers must comply with the Privacy-related policies of the San Francisco Department of Public Health (DPH) developed to comply with the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, and with other federal, state, and DPH-specific rules and regulations pertaining to patient confidentiality.

- **Meaningful Use of Electronic Health Record**

BHS requires its mental health providers to use the certified NetSmart Avatar electronic health record (EHR), and to have an in-house informaticist to oversee the accurate, effective and meaningful use of EHR to improve quality, safety and efficiency; ensure regulatory compliance; engage with clients and families; improve care coordination; maintain privacy and security of patient health information; improve client population health; and liaison and work in partnership with BHS IT to ensure consistent and reliable data outcome reporting.

- **Accessibility of Services (Americans with Disability Act)**

BHS providers must comply with Title II of the Americans with Disabilities Act, as well as with all other laws and regulations that require all programs offered through state and local governments to be accessible and usable to people with disabilities.

The specific Mental Health Outpatient modality services for which this RFP is seeking providers are described in Section II, Scope of Work, of this RFP.

## B. Contract Term and Funding

Contracts awarded under this RFP/Q shall have an initial term of one and a half (1.5) years. At the end of the initial term, it is anticipated that the contract term will be extended by another three and a half years (3.5) years, for a maximum term of five (5) years.
Subsequent extensions to the contract terms may extend the contract for an additional five (5) years, subject to annual availability of funds and annual satisfactory contractor performance and the needs of the SFHN-BHS system. The City has the sole, absolute discretion to exercise these options
The maximum term for the contracts awarded under this RFP/Q may not exceed ten (10) years.

| RFP/Q Authority | Contract Term | # Years | Term Begin | Term End |
|---|---|---|---|---|
| | Initial term | 1.5 years | January 1, 2018 | June 30, 2019 |
| | Option 1 | 3.5 years | July 1, 2019 | December 31, 2022 |
| | Option 2 | 5.0 years | January 1, 2023 | December 31, 2027 |
| No more than 10 years | Total Contract Term | 10.0 years | January 1, 2018 | December 31, 2027 |

An estimated annual amount of **$24,600,000** is available under this RFP for Regular Mental Health Outpatient programs. From within this above total annual amount, specific amounts have been set-aside to fund the following sets below of *specialized* mental health outpatient programming that bidders can specifically submit proposals to provide. These specialized programs, as well as the overarching regular programming for mental health outpatient

programs, are described in the later Scope of Work section of this RFP.

1. **Broderick St. Mental Health Outpatient Program** – A final budget to be determined. An estimated budget is $1,680,000.
2. **Deaf and Hard-of-Hearing Mental Health Outpatient Programming** – A final budget to be determined. An estimated budget is $450,000.
3. **Supportive Housing Mental Health Outpatient Services** – A final budget to be determined. An estimated budget is $10,000,000.
4. **COVER Mental Health Outpatient Program for Homeless Veterans** – A final budget to be determined. An estimated budget is $195,000.
5. **Older Adult Mental Health Outpatient Programs** – A final budget to be determined. An estimated budget is $2,300,000.
6. **NOVA Criminal Offenders Mental Health Outpatient Program** $226,000.
7. **Mental Health Crisis & Urgent Care Clinic** $1,500,000.

The estimated budget may increase or decrease depending on funding availability. Projected funding is dependent on available funds and DPH/BHS reserves its sole right to award all or a portion of funds available. DPH/BHS will award a contract to the top scoring qualified applicant of each service category. Upon the sole discretion of DPH/BHS, DPH/BHS may award multiple top scoring qualified applicants of a specific service category, depending upon the needs of the community and the needs of the project.

### C. Schedule

The anticipated schedule for selecting a contractor is:

| Application Phase | Time | Date |
|---|---|---|
| RFP notice emailed | | August 16, 2017 |
| RFP is issued by the City | | August 17, 2017 |
| Email Questions begin | 12:00 Noon | August 17, 2017 |
| RFP Amended & Re-Issued | | August 23, 2017 |
| Email Questions end | 12:00 Noon | August 28, 2017 |
| Pre-Proposal Conference | 1:00pm – 2:30pm | August 31, 2017 |
| *Laguna Honda Hospital- 375 Laguna Honda Boulevard, Moran Hall (in the Old Building) 3rd Floor* | | |
| **Non-Binding Letter of Intent due** | **12:00 Noon** | **September 15, 2017** |
| **Proposals Due** | **12:00 Noon** | **September 21, 2017** |
| *Estimated Dates* | | |
| *Technical Review Panel* | *October 2017* | |
| *Selection and Negotiations* | *November 2017* | |
| *Contract Development & Processing* | *November – December 2017* | |
| *Service Start Date* | *January 1, 2018* | |

## II. SCOPE OF WORK

This section describes in detail the Mental Health Outpatient Modality Services that are going to be contracted for.

This Scope of Work is to be used as a general guide, and is not intended to be a complete list of all work necessary to complete the project.

The following are work tasks assumed necessary to provide Mental Health Outpatient Modality Services. Proposing teams may suggest specific scope of work in their proposal.

1. Outpatient Mental Health Modality Overview
2. Modes of Service Definitions
3. Guiding Service Delivery Principles for Outpatient Modality
4. Funding Specifications
5. Outpatient Set Asides

## 1. Outpatient Mental Health Modality Description

The Mental Health Outpatient modality is the mainstay of the BHS Mental Health System of Care, the level-of-care where majority of clients are served. It is where ongoing treatment and ultimate recovery in the community takes place over time.

All BHS mental health outpatient programs function in collaboration with the other BHS providers in other service modalities and other levels-of-care within a larger BHS system of behavioral health care – accepting referrals from other parts of the system (i.e. emergency, inpatient, institutional, residential, etc.) and exiting clients when clinically appropriate.

Mental Health Outpatient services include services designed to treat and provide intervention for clients experiencing serious psychiatric distress and resulting functional impairments. Services must be designed to address the needs of individuals with serious mental illness, the acuity, severity and chronicity of which varies by client and over time. The priority population is composed of those individuals with serious mental illness who have multiple and severe functional impairments and psychiatric symptoms that require ongoing mental health, rehabilitative and clinical case management services. Services are intended to reach the most disenfranchised, poor and indigent populations who would not otherwise have access to mental health care. Their behavioral health problems may come with co-occurring disorders, repeated use of emergency services, homelessness, institutional care, involvement with the criminal justice system, grave disability or severe risk to self or others. Providers are expected to implement a treatment process by which client acuity and risk, treatment plan progress, and therapeutic interventions are continually assessed. Service plans must clearly address impairments and risks resulting from the client's psychiatric condition, and outline goals, objectives and interventions toward positive outcomes and recovery.

Outpatient services are to be delivered in a clinical case management service delivery model, which looks at the client as a whole-person in their psychosocial environment, taking into account not only their psychiatric condition, but also the effects of this condition on their: ability to function in the community; housing situation; family life; social relations and environment; physical health; employment; education; finances; socio-economic situation; legal and criminal justice involvement; and their safety and potential for exploitation. Therefore, this clinical case management service delivery model provides not only assessment, therapy, rehabilitation services and collateral contacts, but also outreach and case management/brokerage services to link the client with necessary community resources and services such as housing and/or

healthcare which are necessary to address the client's psychiatric condition, improvement in functioning and their overall recovery. Given that BHS serves individuals with the most serious mental illness, there will be times when outpatient services are expected to provide intensive outreach and follow-up in the community.

Outpatient Mental Health programs are to be located in the various neighborhoods and diverse communities throughout San Francisco, and must be sensitive and responsive to the needs of the diverse populations served: all age groups from Transitional Youth (ages 18-24) to Adults and Older Adults, all races and ethnicities (including populations with languages other than English), sexual preferences and gender identities.

Outpatient programs are expected to accomplish this by utilizing the following service functions.

## 2. Outpatient Modes of Service Definitions

*Definitions of mental health billable service unit(s) from the California Code of Regulations, Title IX are as follows:*

**Assessment**
"Assessment" means a service activity which may include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

**Plan Development**
"Plan Development" means a service activity which consists of development of client plans, approval of client plans, and / or monitoring of a beneficiary's progress.

**Mental Health Services**
"Mental Health Services" means those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

**Therapy**
"Therapy" means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

**Rehabilitation**
"Rehabilitation" means a service activity which includes assistance in improving, maintaining, or restoring a beneficiary's or group of beneficiaries' functional skills, daily living skills, social and

leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and / or medication education.

**Collateral**
"Collateral" means a service activity to a significant support person in a beneficiary's life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for this service activity.

**Case Management**
"Targeted Case Management" (Case Management / Brokerage) means services that assist a beneficiary to access need medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are or limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; and plan development.

**Crisis Intervention**
"Crisis Intervention" means a service, lasting less that 24 hours, to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who are not eligible to deliver crisis stabilization or who are eligible, but deliver the service at a site other than a provider site that has been certified by the department or a Mental Health Plan to provide crisis stabilization.

**Medication Support Services**
"Medication Support Services" means those services which include prescribing, administering, dispensing and monitoring of psychiatric medications of biologicals which are necessary to alleviate the symptoms of mental illness. The series may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and / or assessment of the beneficiary.

**Mode 45**
Services to unregistered clients.

**Mode 60/78**
Wrap around services, including, for example, supportive housing, housing-related services in client-bed-day units of services.

## 3. Guiding Service Delivery Principles for Mental Health Outpatient Modality

Along with the general principles described in the above Introduction General Section I of this RFP, that govern all mental health services provided by under the BHS Adult/Older-Adult Systems-of-Care, the specific principles described below additionally govern BHS Mental Health Outpatient Modality services.

*In addition to the following* Section I-described BHS A/OA SOC general principles of:

- *Wellness & Recovery*
- *Client Satisfaction*
- *Staff and Provider Satisfaction*
- *Client-Outcomes Oriented*
- *Cultural and Linguistic Competence*
- *Trauma-Informed System of Care*
- *Integrated Care*
- *Access to Services*
- *Priority to Individuals with Serious Mental Illness*
- *Clinical Case Management*
- *Collaborations and Transitions across Levels-of- Care*
- *Harm Reduction*
- *Continuous Quality Improvement*
- *Cost Containment*
- *Utilization Management*
- *Medi-Cal Compliance*
- *Privacy*
- *Meaningful Use of Electronic Health Record*
- *Accessibility of Services (Americans with Disability Act)*

BHS mental health outpatient services must additionally subscribe to the following outpatient-modality specific principles:

- **Availability of Medication Support Services**

Qualified providers of mental health outpatient services under contract with BHS must show adequate capacity to provide, and/or ability to link clients, to psychiatric medication support services, which are essential component services needed for the treatment of individuals with serious mental illnesses.

- **Program Utilization Review and Quality Committee**

Providers will be delegated by BHS the function of authorizing outpatient mental health services to beneficiaries by assessing if potential clients meet medical necessity criteria for Medi-Cal specialty mental health services, defined as having an included DSM5 mental health diagnosis, significant functional impairment resulting from the mental health condition, and need for treatment and rehabilitation services unable to be provided in primary care. Providers must establish a Program Utilization Review and Quality Committee to regularly perform this delegated utilization authorization function, following BHS policy and procedures..

- **Advanced Access**

BHS mental health outpatient programs are required to implement Advanced Access by providing same-day, walk-in initial appointments for clients, during office hours from Monday through Friday. Outpatient programs shall match daily appointment availability with client

demand at the front door. At the initial appointments, clients' needs are assessed, urgent or crisis care is provided when indicated, and follow-up treatment arranged if needed.

- **Ability to Conduct Outreach to Clients**

Outpatient mental health programs must have the capacity to conduct outreach outside of the program site to assess and re-engage into treatment clients who are in acute or psychiatric crisis, needing and benefitting from such outreach, as appropriate.

- **Gold Card Access for Clients Referred from Psychiatric Hospitalization**

Mental health outpatient programs must be able to immediately assign a case manager for clients being discharged from a psychiatric inpatient hospital, and provide the client an appointment with the assigned case manager within five calendar days of discharge.

**4. Funding Specifications:**

Submission to this RFP must indicate cost efficiency in service delivery by clearly delineating the number, type and rates of services to be provided, as well as the number of unduplicated clients.

All programs funded through this program will be expected to bill Medi-Cal specialty mental health federal participation for provision of covered services to the extent that the target population includes Medi-Cal eligible clients. Programs certified or able-to-be-certified for Mental Health Short-Doyle Medi-Cal or EPSDT will receive funding priority.

**5. Set Aside Outpatient Funding:**

In addition, included in this modality section are solicitations for distinct proposals to provide specialized outpatient programming for the following services below.

Applicants to this RFP must indicate in their application if they are bidding to provide any of these specialized outpatient programming services below.

a. Broderick St. Mental Health Outpatient Program
b. Deaf and Hard of Hearing Mental Health Outpatient Programming
c. Supportive Housing Mental Health Outpatient Services
d. COVER Mental Health Outpatient Program for Homeless Veterans
e. Older Adult Mental Health Outpatient Programs
f. NOVA Criminal Offenders Mental Health Outpatient Program
g. Mental Health Crisis & Urgent Care Clinic

And aside from the above bulleted list of specialized mental health outpatient programming (each described in detail below) for which RFP responders can indicate in their applications that they are specifically bidding to provide, all general bidders to this mental health outpatient RFP must demonstrate in their applications their ability to serve diverse client populations, across all ages (18 and older), ethnicities, languages, genders, and sexual preferences, and including target populations impacted severely by mental illness, such as individuals with mental illness who are

psychiatrically hospitalized, institutionalized, rendered homeless or involved with the criminal justice system as a result of their mental illness. Mental health outpatient programs will also be funded in various neighborhoods in the city.

**Funding Set-Asides:**

***Broderick Street Mental Health Outpatient Program***
Behavioral Health Services has set aside funding to provide an outpatient mental health service to 33 residents who are being served at the Broderick Street Adult Residential Facility, a board and care facility funded through the San Francisco Department of Public Health. This facility provided permanent housing 24-hours a day, 7 days a week to 33 residents with psychiatrically and medically complex conditions.

To help ensure the safety, care, and stability of Broderick Street residents in the community, BHS has set aside funds to support a residential-based mental health services component for Broderick Street. This component includes outpatient mental health services provided on-site at Broderick Street, including, but not limited to, assessment, medication evaluation, psychiatry visits, counseling and therapy, case management, group therapy, crisis intervention, and adjunct medical support services such as nursing and medication support.

The residential mental health and medical service component provided on-site is not similar in structure and frequency to those that would typically be provided at other BHS outpatient clinics. Broderick Street services are more intensive; the counselor's caseload is lower; there are several nurses working on-site; and services are provided Monday through Sunday, mornings to evenings. Providing the mental health and medical support services empowers consumers to transition from inpatient, locked and/or long-term facilities to Broderick Street and live safely in the community.

Behavioral Health Services will fund one provider to serve Broderick Street residents. **Therefore, the costs of providing the medical, as well as the board-and-care and housing-operations related staffing and expenses, are to be included in program proposals put forward under this Broderick Street Mental Health Outpatient Program. The board-and-care housing and the medical services provided, separate from the mental health outpatient services provided, can be claimed via client-bed-day units of services. The proposed budgets submitted under this Broderick Street set-aside will include any board-and-care housing-related and medical service costs claimable via client-bed-day units, or other via other non-mental-health outpatient units of services**
Proposers must meet all proposal requirements for mental health outpatient services outlined in this section.

***Deaf and Hard of Hearing Mental Health Outpatient Programming***
Behavioral Health Services is setting aside funding toward culturally-sensitive and language-accessible, integrated mental health and substance abuse outpatient treatment services for deaf, hard of hearing, and late deafened individuals and their family members/significant others residing in San Francisco County.

***Supportive Housing Mental Health Outpatient Services***

BHS is setting aside funding to provide mental health services on site at the supportive housing programs to assist clients to maintain their housing. These mental health services can be provided at SROs, master leased buildings, buildings owned by providers or leased independent cooperative living apartments. **The costs of providing rental/housing subsidies, housing-milieu case management services (including to Avatar-unregistered clients of the supportive housing programs), and housing-operations related staffing and expenses, are to be included in program proposals put forward under this Supportive Housing Mental Health Outpatient Services funding set-aside, in recognition of providers proposing to provide a comprehensive supportive housing service, that includes actual provision of housing, within which the supportive housing mental health outpatient services are based. Housing services provided, separate from mental health outpatient programs, can be claimed via client-bed-day units of services. The proposed budgets submitted under this set-aside will include any housing-related service costs claimable via client-bed-day units.**

***COVER Mental Health Outpatient Program for Homeless Veterans***

BHS is setting aside funding from the Sheriff's Department to provide outreach and short–term mental health services to homeless veterans while they are housed at the San Francisco County Jail #5 and upon discharge. The COVER Program delivers case management services to assist incarcerated veterans with access to housing transition, treatment, medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Individual and group therapies and interventions provided while clients are in custody are designed to reduce recidivism and mental disability. Services should focus on improving the functioning of clients consistent with the program goals of independent living and enhanced self-sufficiency.

***Older Adult Mental Health Outpatient Programs***

Via set-aside funding, BHS seeks proposals to provide mental health outpatient services for BHS *older-adult clients* living in the older-adult BHS *service catchment areas* 2, 4 and 5. These service-catchments cover the following respective areas:

Catchment 2: Western Addition/area bounded by Geary-Gough-Market-Stanyan-Marina-Presidio
Catchment 4: North of Market/Tenderloin/South of Market
Catchment 5: Richmond and Sunset Districts

***NOVA Criminal Offenders Mental Health Outpatient Program***

Funding in this RFP has been set-aside to provide mental health outpatient services to individuals involved in the criminal justice system as a result of their mental health conditions. The target population is the mentally ill offender population which makes up approximately 18% of the average daily jail population. This special mental health outpatient programming will collaborate with NOVA case management programs, the Sheriff's Department, Behavioral Health Court, Jail Psychiatric Services, and other collateral agencies. Proposers must include supported employment programming that addresses that help clients with the discrimination they face for their mental health issues and criminal justice histories, by promoting recovery through employment, in collaboration with the state Department of Rehabilitation. This program must be

able to serve both males and females, including addressing the needs of an ever-increasing female mentally ill offender population

***Mental Health Crisis & Urgent Care Clinic***
Set-aside funding is available for the provision of psychiatric crisis and urgent care services to San Francisco residents, via a mental health crisis clinic. This program will serve clients needing urgent interim or stabilization medications prior to beginning services at regular outpatient mental health clinics. The program is to accept community referrals and walk-ins. Services are also designed to prevent unnecessary hospitalization. Crisis contacts are 90-day services, allowing for symptom stabilization, appropriate transitional care and linkage to outpatient and other community services.

## III. PROPOSAL SUBMISSION REQUIREMENTS

**Failure to provide any of the following information or forms may result in a proposal being disqualified.**

### A. Minimum Agency Requirement

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for project proposal review or for award of a contract.

Proposers must submit up to **three (3)** pages summarizing how they meet the requirements detailed on pages 13-14 of this RFP. Requested documents such as financial documents and monitoring reports are not counted toward the five-page limit.

**For All Medi-Cal and or Medicare Services**

a. Current Mental Health Medi-Cal and/or Medicare provider, or evidence of ability to obtain mental health Medi-Cal certification and/or become a Medicare provider (including availability of required licensed staff, knowledge of billing and documentation requirements). Proof of submission for Medi-Cal certification
This documentation does not count against the *Minimum Requirements Narrative* three-page limit.

b. At least three years of experience providing behavioral health services (i.e., mental health and/or substance abuse services) including treatment services to dually diagnosed clients (substance abuse/mental or emotional disorder) to target population, including working collaboratively with families, support systems, other agencies/providers on and off site to ensure continuity and coordination of care, and with high-risk clients, using strategies to help clients discharged from hospitals and long term care to engage with needed services and where applicable, providing wrap-around services.

c. Verifiable experience in documentation of mental health services meeting State and local documentation requirements.

d. Working site control or ability to obtain certifiable site in timely manner.

e. Possession of appropriate facility license or evidence of ability to obtain in a timely manner such licenses as required to operate program. No contracts for programs requiring licensure can be awarded without the required licensure.

**Specifically for Mental Health Outpatient Services**

1. At least three years of verifiable experience providing a range of outpatient mental health services, including in caseload management, development of exit strategies, and utilization management systems.
2. Staff qualified, experienced and able to operate outpatient services and provide mental health services including assessments, individual and group therapy, brief treatment, collateral services, etc, medication support services individually and in groups, intensive case management services, and crisis intervention services. For adults/older adults, such outpatient service provision will support client recovery.
3. Demonstrated knowledge in providing requested service to target population with specialty focus.

**Financial Documents (Attachment only)**
Proposers must provide one copy of the organization's two (2) most recent financial audits (FY 13-14 and FY 14-15 or FY 14-15 and FY 15-16). If there are any adverse or qualified opinions, a proposer may be subject to further reviews of past audits to determine status of recommendations or any corrective actions taken at the sole, absolute discretion of the City. The Department will refer to and consider current Corrective Action Plans for existing Department Contractors.
These requested fiscal documents will not count toward the Minimum Requirements Narrative three-page limit.

To insure overall fairness, the Department will send all submitted proposals for proposal review. This does not waive minimum requirements for winning proposers. Rather, all proposers tentatively selected for an award will be required to demonstrate compliance with the minimum requirements prior to related contracts negotiations.

**B. Non-Binding Letter of Intent**
Prospective proposers are required to submit a Letter of Intent (LOI) on their agency's letterhead stationery to the DPH Office of Contracts Management and Compliance by 12:00 p.m., on **September 15, 2017, 2017**, to indicate their interest in submitting a proposal under this RFP. Such a letter of intent is non-binding and will not prevent acceptance of an agency's proposal and neither commits and agency to submitting a proposal. See *Appendix A1-c.*

Letter of Intent can be emailed to sfdphcontractsoffice@sfdph.org or mailed at the address below.

**C. Time and Place for Submission of Qualifications**

Applications must be received by **12:00 p.m**., on **September 21, 2017**. Postmarks will not be considered in judging the timeliness of submissions. Applications may be delivered in person and left with SF DPH Office of Contracts Management, or mailed to:

**Mahlet Girma, Contract Analyst**
**San Francisco Department of Public Health**
**Office of Contracts Management**
**1380 Howard St. Rm. 421**
**San Francisco, CA 94103**

Applicants shall submit **one (1) original** and **six (6**) copies of the application, and one (1) copy, separately bound, of required CMD Forms in a sealed envelope clearly marked **"RFP 8-2017 – Mental Health Outpatient Programs (Regular Programs)"** to the above location. The original copy of the proposal must be clearly marked as **"ORIGINAL"** and emailed to the contracts office at sfdphcontractsoffice@sfdph.org. Applications that are submitted by facsimile, telephone or electronic mail (besides the original proposal) will not be accepted. Late submissions will not be considered.

**D. Late Submissions**

Submissions are due at 12:00 P.M. on the due date. Postmarks will not be considered in judging the timeliness of submissions. Submissions received after the 12:00 P.M. deadline but before 12:01 P.M. the following day may be accepted due to extenuating circumstances at the sole discretion of the Director of Health. Organizations/agencies/firms/consultants that submit submissions within this grace period must provide a letter explaining the extenuating circumstances by 12:00 P.M. of the second day. Decisions of the Director of Health to accept or reject the submission during the grace period will not be appealable. Following the 24-hour grace period no late submissions will be accepted for any reason and there will be no appeal. All submissions shall be firm offers and may not be withdrawn for a period of ninety (90) days following last day of acceptance.

**E. Format**

All submission must be typewritten on standard recycled paper with an easy to read 12-point font such as *Arial* or *Times New Roman* and one-inch margins. Please print on double-sided pages to the maximum extent possible (note that one, double-sided page is the equivalent of two proposal pages when meeting program proposal page limits). Please bind your proposal with a binder clip or single staple. Please do not submit your proposal in a three-ring binder or bind your proposal with a spiral binding, glued binding, or anything similar that prevents easy duplication. You may use tabs or other separators within the proposal. Please number pages and include a Table of Contents. Only requested attachments are accepted. Do not add additional attachments/documents that the RFP did not request.

**Note: Proposals over the page limit will be declared non-responsive and will not be forwarded to the review committee. Please make sure you adhere to the page limits.**

Please organize your proposal content as follows:

One copy – separately bound:

1. Cover page (*Appendix A-1a*)

2. Minimum Agency Requirement – 3 pages. See Section A, pages 13-14 including Financial Documents
3. Contract Monitoring Division – *Appendix A-1a* CMD Form # 3 only (Non-Discrimination Affidavit). If this form is not returned with the proposal, the proposal maybe determined to be non-responsive and may be rejected. The forms should be placed in a separate, sealed envelope labeled CMD Forms. If you have any questions concerning the CMD Forms, you may call Contract Monitoring Division (415) 581-2310.

1 original + 6 copies:

1. Agency Cover page *(Appendix A-1a)*
2. Table of Contents (optional)
3. RFP Form # 1 – Solicitation and Offer Form (filled and signed) *Appendix A-1a*
4. RFP Form # 2 – Contractual Record Form (filled) *Appendix A-1a*
5. Introduction and Executive Summary – 1 page;
6. Program Qualification – up to 5 pages
7. Project Approach (Description of MH Outpatient Programming) – up to 10 pages
8. Performance Management – up to 2 pages
9. Budget Forms Appendix A-1b and Budget Narrative up to 2 pages and;
10. Prior Performance (monitoring reports, attachment only)

## F. Proposal Content

**Failure to provide any of this information or forms may result in a proposal being disqualified.**

Agencies interested in responding to this RFP must complete the required forms and describe how it meets the Minimum Agency Requirement and provide the required information using the proposal content below:

### 1. Required Forms *Appendix A1-a*

i. RFP Form#1-Solicitation and Offer & RFP Form # 2 Contractual Record Form
ii. CMD Form 3: Contract Monitoring Division – *Appendix A-1a* CMD Form # 3 only (Non-Discrimination Affidavit). If this form is not returned with the proposal, the proposal maybe determined to be non-responsive and may be rejected. The forms should be placed in a separate, sealed envelope labeled CMD Forms. If you have any questions concerning the CMD Forms, you may call Contract Monitoring Division (415) 581-2310.

### 2. Introduction and Executive Summary (up to 1 page)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

### 3. Program Qualification (up to 5 pages)

Proposers must describe the following program qualification in their proposal using the outline below:

**a.** Describe your agency's experience providing a range of *outpatient* mental health services, including in caseload management, development of exit strategies, and utilization management systems. If applying for specialty focus, demonstrated knowledge in providing requested service to target population with specialty focus.

**b.** Describe your agency's experience providing behavioral health services in general (i.e., mental health and/or substance abuse services), including treatment services to individuals with serious mental illness, including to dually diagnosed clients (substance abuse/mental or emotional disorder), and including working collaboratively with families, support systems, other agencies/providers on and off site to ensure continuity and coordination of care, and with high-risk clients, using strategies to help clients discharged from hospitals and long term care, who are homeless, involved in the criminal justice system due to their mental illness, and cycling through acute and emergency health services, to successfully engage such clients with needed services.

**c.** Describe your agency's experience of being a current Mental Health Medi-Cal and/or Medicare provider, or evidence of ability to obtain mental health Medi-Cal certification and/or become a Medicare provider.

**d.** Describe your agency's experience in documentation of mental health services meeting State and local documentation requirements.

**e.** Describe your agency's qualification. How your staff are qualified, experienced and able to operate outpatient services and provide mental health services including assessments, individual and group therapy, brief treatment, collateral services, etc., medication support services individually and in groups, intensive case management services, and crisis intervention services. For adults/older adults, such outpatient service provision will support client recovery.

**4. Project Approach -Description of Mental Health Outpatient Programming** (up to 10 pages)

Describe the services and activities that your firm proposes to provide to the department using the outline below:

**f.** Describe your agency's treatment approach, continuum of services, and service strategies, including adherence to Wellness-Recovery and service delivery principles of BHS A/OA SOC.

**g.** Describe your agency's programming, how it meets the high level of treatment and service needs of the target population with severe and chronic mental illness adults/older adults with co-morbid conditions and resultant significant functional impairments.

**h.** Describe your agency's client outreach and engagement strategies, including excellence in customer service, agency capacity to stay open to see and effectively serve clients are part of county public safety net.

**i.** Describe your agency's program's client triaging, clinical decision making, flow through

treatment, and discharge planning to assist clients in stepping-up or stepping-down throughout the service spectrum.

**j.** Describe your agency's program's ability, and strategies employed, to access the supportive services that consumers may need to achieve plan of care goals, as outlined in this RFP (e.g., substance abuse treatment, primary care, housing, income generation), including any collaborative partnerships with other health and human services agencies.

Please make sure that you include the following information in your description:

i. Description of services to be delivered;
ii. How the Wellness/Recovery approach will be implemented in the program;
iii. How the program will be client-outcomes oriented
iv. How the program will engage with clients successfully
v. How the program will deliver client-centered and welcoming services.
vi. How integrated healthcare will be provided (to include substance abuse and primary care issues)
vii. How the program will ensure that clients are able to receive psychiatric medication evaluation and services as needed
viii. How the program will ensure timely access to services
ix. How the program will collaborate with other behavioral health programs to facilitate level-of-care transitions, such as to and from the hospital or jail
x. How the program will implement continuous quality improvement
xi. How the program will conduct utilization management
xii. How the program will ensure client chart documentation and other regulatory compliance

**5. Performance management (**up to 2 pages)

Describe the following:

**k.** Program quality improvement practices

**l.** Use of Adult Needs & Strengths Assessment, and other outcomes measurement data, to monitor effectiveness of service delivery at the client and program-wide levels.

**m.** Identified performance outcome benchmarks and targets. Goal-setting toward improvement.

**6. Budget Forms and Budget Narrative**

Please complete the attached DPH Budget Forms to detail costs associated with this RFP. Please submit a 12 months budget using these forms. (See attachment *Appendix A-1b*).

Please include a separate Budget Narrative (no more than two (2) pages):

i. Demonstrating that the proposed budget is cost effective and reasonable for providing services proposed under this RFP and that indirect costs specified are within the 15% City and County of San Francisco's guidelines for allowable indirect costs from DPH

and federal or state grantors and provide sufficient overhead to manage the proposed program of which 15% may be billed to DPH;

ii. Justifying the proposed budget and detailing out the costs, what the number in the budget forms represent and how you arrived at them, what it will accomplish. The detailed your budget narrative is, the easier is to understand the budget spreadsheet.

The City intends to award this contract to the firm that it considers will provide the best overall program services. The City reserves the right to accept other than the lowest priced offer and to reject any applications that are not responsive to this request.

**7. Prior Performance (Attachment)**

Proposers must demonstrate that they have a record of consistent quality service delivery for five (5) prior fiscal years in providing mental health outpatient treatment services or specialized mental health outpatient programming. Proposers must provide the organization's two (2) most recent monitoring reports or copies of actual contracts (for non DPH providers). If an agency has a Corrective Action Plan, copies of the most recent Corrective Action Plan must be submitted.

**Note: The Department will refer to current Corrective Action Plans on file and will consider any related correspondence in regards to Corrective Action Plans for existing DPH contractors in making funding awards.**

## IV. EVALUATION AND SELECTION CRITERIA

For all proposals, the Minimum Agency Requirements will be reviewed first; applications that do not submit complete documentation meeting the minimum requirements may not have their application forwarded for review. The department may request for additional clarification or may determine the application as non-responsive.

Project proposals meeting minimum agency requirements will be evaluated and scored using the "Proposal Scoring Criteria" (see next page) by a selection committee made up of individuals with expertise in the mental health outpatient treatment services for which the proposal is submitted, as well as quality improvement and evaluation staff, consumers of service and family members, and financial management staff.

The City and County intends to evaluate the proposals generally in accordance with the criteria itemized below.

### A. Selection Criteria

**Total Points Available from Written Proposal: 220 Points**

**Written Proposal Evaluation Criteria Scoring:**

1. **Submission Guidelines – 5 Points**
2. **Program Qualifications – 55 Points**
3. **Description of Mental Health Outpatient Programming – 50 Points**
4. **Performance Management – 30 Points**
5. **Budget – 20 Points**
6. **Financial Management Capacity and Fiscal Integrity – 30 Points**
7. **Prior Performance – 30 Points**

## PROPOSAL SCORING CRITERIA

**1. Submission Guidelines 5 Points**

Did the applicant follow the submission requirement guidelines and format listed in section III page 14 - 17? Are all submissions complete using the submission templates, are they within the page limits, using 12 point Times New Roman font, one inch margins, double spaced and on double sided, recycled pages?

**2. Mental Health Outpatient Program Qualifications 55 Points**

*Does the applicant demonstrate the following?*

***a.*** Experience providing a range of *outpatient* mental health services, including in caseload management, development of exit strategies, and utilization management systems. If applying for specialty focus, demonstrated knowledge in providing requested service to target population with specialty focus. **(15 points)**

**b.** Experience providing behavioral health services in general (i.e., mental health and/or substance abuse services), including treatment services to individuals with serious mental illness, including to dually diagnosed clients (substance abuse/mental or emotional disorder), and including working collaboratively with families, support systems, other agencies/providers on and off site to ensure continuity and coordination of care, and with high-risk clients, using strategies to help clients discharged from hospitals and long term care, who are homeless, involved in the criminal justice system due to their mental illness, and cycling through acute and emergency health services, to successfully engage such clients with needed services. **(5 points)**

**c.** Experience of being a current Mental Health Medi-Cal and/or Medicare provider, or evidence of ability to obtain mental health Medi-Cal certification and/or become a Medicare provider. **(10 points)**

**d.** Experience in documentation of mental health services meeting State and local documentation requirements. **(15 points)**

**e.** Staff qualified, experienced and able to operate outpatient services and provide mental health services including assessments, individual and group therapy, brief treatment, collateral services, etc., medication support services individually and in groups, intensive case management services, and crisis intervention services. For adults/older adults, such outpatient service provision will support client recovery. **(10 points)**

**3. Description of Mental Health Outpatient Programming 50 Points**

**a.** Treatment approach, continuum of services, and service strategies, including adherence to Wellness-Recovery and service delivery principles of BHS A/OA SOC. **(10 points)**

**b.** Programming meets the high level of treatment and service needs of the target population with severe and chronic mental illness adults/older adults with co-morbid conditions and resultant significant functional impairments. **(10 points)**

**c.** Client outreach and engagement strategies, including excellence in customer service, agency capacity to stay open to see and effectively serve clients are part of county public safety net. **(10 points)**

**d.** Program's client triaging, clinical decision making, flow through treatment, and discharge planning to assist clients in stepping-up or stepping-down throughout the service spectrum. **(10 points)**

**e.** Program's ability, and strategies employed, to access the supportive services that consumers may need to achieve plan of care goals, as outlined in this RFP (e.g., substance abuse treatment, primary care, housing, income generation), including any collaborative partnerships with other health and human services agencies. **(10 points)**

**4. Performance Management 30 Points**

**a.** Program quality improvement practices **(10 points)**

**b.** Use of Adult Needs & Strengths Assessment, and other outcomes measurement data, to monitor effectiveness of service delivery at the client and program-wide levels. **(10 points)**

**c.** Identified performance outcome benchmarks and targets. Goal-setting toward improvement. **(10 points)**

**5. Budget 20 Points**

**a.** Is the proposed budget is cost effective and reasonable for providing services proposed under this RFP and that indirect costs specified are within the 15% City and County of San Francisco's guidelines for allowable indirect costs from DPH and federal or state grantors and provide sufficient overhead to manage the proposed program of which 15% may be billed to DPH) ?

**b.** Does the Budget Narrative include justification of proposed budget detailing out the costs, what the number in the budget forms represent and how you arrived at them, what it will accomplish?

**6. Financial Management Capacity and Fiscal Integrity 30 Points**

Proposer's Financial Management and Fiscal Integrity (as evidenced by citywide or DPH monitoring report, corrective action plans, unqualified audit opinions,)

**7. Prior Performance 30 Points**

Proposer's Prior Performance (as evidenced by DPH monitoring report, corrective action plans, and contractual record).

| **TOTAL EVALUATION/SCORING CRITERIA POINTS POSSIBLE: 220 points** |
|---|

## V. EMAIL QUESTION PERIOD, PRE-PROPOSAL CONFERENCE AND CONTRACT AWARD

### A. Email Question Period

All questions and requests for information must be received by electronic mail and will be answered few days after the end of the E-Question period, by electronic mail, to all parties who have requested and received a copy of the RFP. The questions will be answered by program staff. This is the only opportunity applicants can ask direct questions regarding the services mentioned in this RFP. All questions are to be directed to the following e-mail address: sfdphcontractsoffice@sfdph.org

**E-mailed questions may only be submitted from August 17, 2017 until 12:00 P.M. August 28, 2017.** Follow up questions or requests for interpretation will be only be accepted at the Pre-Proposal Conference in person. Additional questions will not be accepted via email after 12:00 PM on **August 31, 2017**. If you have further questions regarding the RFP, please attend the pre-proposal conference.

### B. Pre-Proposal Conference

Proposers are encouraged to attend a Pre-Proposal conference on:

**Date:** **Thursday, August 31, 2017**
**Time:** **1:00 p.m. to 2:30 p.m.**
**Location:** **Laguna Honda Hospital and Rehabilitation Center**
**375 Laguna Honda Boulevard, San Francisco, CA 94116**
**Moran Hall (in the Old Building) 3rd Floor**
**Please note: parking is very limited**

Follow up questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please email the contracts office at sfdphcontractsoffice@sfdph.org.

The City will keep a record of all parties who request and receive copies of the RFP.
Any requests for information concerning the RFP whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP from the Department of Public Health. Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP. No questions or requests for interpretation will be accepted after 3:30pm August 30, 2016.

### C. Contract Award

The Department of Public Health, will issue Notices of Intent to Award to the selected Proposer with whom DPH staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the Proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the Department in its sole discretion may terminate negotiations with the recommended Proposer and begin contract negotiations with the next recommended Proposer.
The City and County intends to award contracts to agencies that it considers will provide the most cost effective program services. The City and County reserves the right to accept other than the lowest price offer and to reject any proposals that are not responsive to this request.

## VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

### A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

### B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP must be directed to:

Mahlet Girma, Contract Analyst
San Francisco Department of Public Health
Office of Contracts Management & Compliance
1380 Howard St. 4th Floor, # 421
San Francisco, CA 94103
Phone (415) 255-3504
Email: sfdphcontractsoffice@sfdph.org

### C. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

**D. Change Notices (Addenda)**

The Department may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Change Notices.

**E. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

**F. Revision of Proposal**

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal or commencement of a revision process extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

**G. Errors and Omissions in Proposal**

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

**H. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

**I. Proposer's Obligations under the Campaign Reform Ordinance**

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- The officer's re-election campaign;
- A candidate for that officer's office;
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include:

- A vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and
- A city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to $5,000 and a jail term of not more than six months, or both.

- Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to $5,000.

- Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to $5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581- 2300.

**J. Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**K. Public Access to Meetings and Records**

If a proposer is a non-profit entity that receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

**L. Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

**M. No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

**N. Local Business Enterprise (LBE) Goals and Outreach**

The LBE Goal is deleted due to Federal Funds/State Funds being used in the funding mix for this RFP. Department note on certified LBE's. The City strongly encourages proposals from qualified and certified LBE's or the inclusion of certified LBE's in your project team. A list of

certified LBE's can be found at: www.sfgsa.org. For information on becoming a certified LBE, visit www.sfgsa.org.

## VII. CONTRACTS REQUIREMENTS

### A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services or other applicable standard City agreement, contained in Appendix A-3. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§Article 10.5 "Nondiscrimination; Penalties" in the Agreement); the Minimum Compensation Ordinance (§Article 10.7 "Requiring Minimum Compensation for Covered Employee" in the Agreement); the Health Care Accountability Ordinance (§Article 10.8 "Requiring Health Benefits for Covered Employees" in the Agreement); the First Source Hiring Program (§Article 10.9 "First Source Hiring Program" in the Agreement); and applicable conflict of interest laws (§Article 10.2 "Conflict of Interest" in the Agreement), as set forth in paragraphs B, C, D, E and F below.

### B. Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at www.sfgsa.org.

### C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §43 in the Agreement. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco

**D. Health Care Accountability Ordinance (HCAO)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao

**E. First Source Hiring Program (FSHP)**

If the contract is for more than $50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.
Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at http://www.workforcedevelopmentsf.org/ and from the First Source Hiring Administrator, (415) 701-4857.

**F. Conflicts of Interest**

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

**G. Healthcare Insurance Portability and Accountability Act of 1996 (HIPAA)**

The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Contractor may be defined as one of the following definitions under the HIPAA regulations:

1. A Covered Entity subject to HIPAA and the Privacy Rule contained therein; *
2. A Business Associate subject to the terms set forth in Appendix A-3 "HIPAA for

1"Covered Entity" shall mean an entity that receives reimbursement for direct services from insurance companies or authorities and thus must comply with HIPAA.

Business Associates Exhibit";†

3. Not Applicable, Contractor will not have access to Protected Health Information.

**H. Insurance Requirements**

Upon award of contract, Contractor shall furnish to the City a Certificate of Insurance and Additional Insured Endorsements stating that there is insurance presently in effect for Contractor with limits of not less than those established by the City. (Requirements are listed in Appendix A-3 and are available for download at the Departments RFP/Q center http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp

**I. Notes on Chapter 12B: Nondiscrimination in Contracts (Equal Benefits or Domestic Partners Ordinance)**

Effective June 1, 1997, the City and County of San Francisco added to its Nondiscrimination in Contracts ordinance the requirement that all Contractors that enter into an agreement with the City must extend the same benefits to domestic partners of employees that are extended to spouses of employees. It is recommended that you thoroughly understand this requirement. Questions regarding this requirement can be directed to the person indicated in Section VI, item B, or visit the Contract Monitoring Divisions website at www.sfgsa.org.

**J. Vendor Credentialing at Zuckerberg San Francisco General Hospital.**

It is the policy of Zuckerberg San Francisco General Hospital to provide quality client care and trauma services with compassion and respect, while maintaining client privacy and safety. SFGH is committed to providing reasonable opportunities for Health Care Industry Representatives (HCIRs), external representatives/vendors, to present and demonstrate their products and/or services to the appropriate SFGH personnel. However, the primary objective of SFGH is client care and it is therefore necessary for all HCIRs to follow guidelines that protect client rights and the vendor relationship. Therefore, all HCIR's that will come onto the campus of San Francisco General Hospital must comply with Hospital Policy 16.27 "PRODUCT EVALUATION AND PHARMACEUTICAL SERVICES: GUIDELINES FOR SALES PERSONNEL, HEALTHCARE INDUSTRY REPRESENTATIVES, AND PHARMACEUTICAL COMPANY REPRESENTATIVES".

Before visiting any SFGH facilities, it is required that a HCIR create a profile with "VendorMate." VendorMate is the company that manages the credentialing process of policy 16.27 for SFGH. For questions, or to register as a HCIR please contact the Director of Materials Management, or designee (during normal business hours) at (415) 206-5315 or sign on to https://sfdph.vendormate.com for details.

## VIII. PROTEST PROCEDURES

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2"Business Associate" shall mean an entity that has an agreement with CITY and may have access to private information, and does not receive reimbursement for direct health services from insurance companies or authorities and thus is not a Covered Entity as defined by HIPAA.

**A. Protest of Non-Responsiveness Determination**

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**B. Protest of Contract Award**

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**C. Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non- delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Director of Contract Management and Compliance
101 Grove Street, Room 307
San Francisco, CA 94102
Fax number: (415) 554-2555

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: ☐Initial ☑Modification of an existing PSC (PSC # 40587 - 17/18)

Type of Approval: ☐Expedited ☑Regular ☐Annual ☐Continuing ☐ (Omit Posting)

Type of Service: Behavioral Health Services - Outpatient

Funding Source: General Fund, Medi-Cal

PSC Original Approved Amount: $137,760,000 PSC Original Approved Duration: 01/01/18 - 12/31/22 (5 years)

PSC Mod#1 Amount: $154,291,200 PSC Mod#1 Duration: 01/01/23-12/31/27 (5 years 1 day)

PSC Cumulative Amount Proposed: $292,051,200 PSC Cumulative Duration Proposed: 10 years 1 day

1. **Description of Work**

A. Scope of Work/Services to be Contracted Out:

Contractors will provide services as part of the City's Adult/Older Adult Systems Of Care, including mental health outpatient, intensive case management, crisis stabilization, residential treatment services, supportive housing and other adjunct services (such as representative payee and income assistance advocacy) to the approximately 21,000 San Francisco residents who have serious mental illness and resulting significant functional impairments, including serious mood, schizophrenic/psychotic, anxiety, adjustment and other mental disorders, which may co-occur with substance use disorders and significant primary care, functional impairment and quality of life issues. In partnership with civil service staff, services provided by contractors provide flexible, integrated, seamless services based on the level and type of needs of the client, and responding as clients' needs change over time.

B. Explain why this service is necessary and the consequence of denial:

Without these services, transitional age youth, adults and older adults will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, violence, trauma, post-trauma, and other symptoms. There will also be a generalized sense of increased collective helplessness throughout the community as related to untreated mental illness, leading to communities to feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as disallowance of State and Federal funding for failing to expend funds within regulatory guidelines.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Yes. PSC 4151-09/10

D. Will the contract(s) be renewed?

Yes, as the need continues and funding is available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

The Department expects the need for these services to continue.

**2. Reason(s) for the Request**

A. Display all that apply

☑ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

These services are provided by community-based behavioral health non-profit organizations/service providers which are able to provide a broad range of cultural expertise and linkages unavailable through Civil Service classifications alone. Due to their ability to provide a greater array of diversity and expertise, they are able to work in partnership with Civil Service staff, thereby increasing the value of their output, as well enabling the City to provide the highest quality, most accessible mental health and substance abuse treatment services to its residents as is possible.

B. Reason for the request for modification:

To extend term, with a corresponding increase in amount, to align with Request For Proposal duration and Board of Supervisors' approvals.

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Contractors must be Mental Health Medi-Cal and/or Medicare providers with proper licenses and service facilities, appropriately trained licensed and certified staff and facilities which comply with applicable State laws and regulations, as well have experience in providing the needed services to the identified target population(s), including working collaboratively with families, support systems, and other agencies/providers on- and off-site to ensure continuity and coordination of care, and with high-risk clients, using strategies to help clients discharged from hospitals and long-term care to engage with needed services, and, where applicable, providing wrap-around services.

B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligiblity Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractor will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

**4. If applicable, what efforts has the department made to obtain these services through available resources within the City?**

Not Applicable

**5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out**

A. Explain why civil service classes are not applicable.

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are non-profit organizations, and through these collaborations the City is able to offer more quality, accessible mental health and substance abuse treatment services to its residents than it would be able to do alone. These collaborative mental health and substance abuse treatment services are best provided by community-based service providers which have the required expertise, often specific to the target population they serve, and who have the trust of and credibility in the community, as well as linkages and resources unavailable to the City at a comparable level. They are able to operate the small, flexible, community-based programs required by State law and found to be most effective in treatment residents who are mentally ill.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Existing classifications currently perform this work. However, demand exceeds the capacity at City facilities to provide these services so that City uses contractors to meet as many of the client's needs as possible.

**6. <u>Additional Information</u>**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No Training

C. Are there legal mandates requiring the use of contractual services?
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

**7. <u>Union Notification</u>**: On <u>04/19/19</u>, the Department notified the following employee organizations of this PSC/RFP request:
<u>SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Physicians and Dentists - 8CC;</u>

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 405, San Francisco, CA 94102
**********

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40587 - 17/18

DHR Analysis/Recommendation: 07/15/2019

Commission Approval Required Approved by Civil Service Commission with conditions

07/15/2019 DHR Approved for 07/15/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: ☐Initial ☑Modification of an existing PSC (PSC # 44670 - 16/17)

Type of Approval: ☐Expedited ☑Regular ☐Annual ☐Continuing ☐ (Omit Posting)

Type of Service: Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) programs

Funding Source: Mental Health Services Act (MHSA

PSC Original Approved Amount: $16,000,000 PSC Original Approved Duration: 07/01/17 - 06/30/21 (4 years)

PSC Mod#1 Amount: $22,400,000 PSC Mod#1 Duration: 07/01/21-06/30/26 (5 years 1 day)

PSC Cumulative Amount Proposed: $38,400,000 PSC Cumulative Duration Proposed: 9 years 1 day

1. **Description of Work**

A. Scope of Work/Services to be Contracted Out:

Mental Health Services Act (MHSA)-funded Prevention and Early Intervention (PEI) programs are designed to prevent the initial onset or worsening of mental illness among children, youth, their families, transitional age youth, incarcerated youth and juvenile justice system providers, adults and older adults who exhibit varying levels of risk of developing mental illness include severe psychosis, through peer outreach, screening and response, supportive services, consultation and training. Contractors will provide PEI services in two areas:

--School-based Behavioral Health Services, including individual therapy and case management, group counseling, crisis intervention, leadership development, academic support, educational workshops, and family engagement, as well as regular mental health consultation for teachers, support staff and administrators at designated schools.

--Population-focused Behavioral Health Services for Latino/a, Mayan, Native American and Socially Isolated Older Adults populations (initially referred to as holistic wellness prevention), including early needs identification and linkage to services; promotion of wellness and awareness to reduce the stigma associated with mental health care; and delivery of services responsive to community members in ways that are respectful and honor each person's heritage and cultural worldview.

B. Explain why this service is necessary and the consequence of denial:

State MHSA funding provides the opportunity to fill otherwise unmet needs for mental health services at many levels, in K-12 schools, in juvenile justice detention, among distinct cultural communities in

San Francisco, in child care classrooms, family resource Centers, family child care network and substance abuse residential treatment programs, as well as among juvenile justice staff who lack support and prevention training, among isolated adults age 55 and up who have limited access to mental health programs, among youth and their families at risk for psychosis, among transitional aged youth, in after-school programs for children aged 6-13, and for the public, who will benefit from a peer education system designed to stamp out stigma associated with mental illness. Denial of this PSC will result in reductions in existing mental health services, especially to the targeted populations, those with severe mental illness who are school age, Latino/a, Mayan, Native American or Socially Isolated Older Adults.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
Yes. 4160-09/10

D. Will the contract(s) be renewed?
Yes, if funding is available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
The Department expects the need for these services to continue.

**2. <u>Reason(s) for the Request</u>**

A. Display all that apply

☑ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

☑ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:
The Department does not have the capacity to provide the wide range of very specialized services needed as required under the MHSA. MHSA requires the capacity to provide a wide range of services which may be needed intermittently based on the needs of clients who are identified (e.g., Mayan language and culture or specific mental illness diagnoses or needs of incarcerated youth), especially as regards specialized services (e.g., early childhood consultation or consultation to juvenile justice staff) or specific populations, and/or which would require restrictions on hiring that are not possible under the civil service system (e.g., experience as peers/consumers of mental health services with life experience in the mental health system).

B. Reason for the request for modification:
To extend term, with a corresponding increase in amount, to align with Request For Proposal duration and Board of Supervisors' approvals.

**3. <u>Description of Required Skills/Expertise</u>**

A. Specify required skills and/or expertise: Contractors must have the ability to provide the needed services with appropriately trained and experienced mental health specialists who have expertise with behavioral health issues which is relevant and effective for the target populations and are able to demonstrate the ability to adhere to MHSA principles and requirements. Programs must be

must be based on wellness and recovery principles, as required by the State under the MHSA. Contractors must have a State-licensed facility and trained and licensed/credentialed staff, as required by the MHSA and/or State regulations.

B. Which, if any, civil service class(es) normally perform(s) this work? 2585, Health Worker 1; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor(s) will provide their own office space and curricula.

**4. <u>If applicable, what efforts has the department made to obtain these services through available resources within the City?</u>**

Not Applicable

**5. <u>Why Civil Service Employees Cannot Perform the Services to be Contracted Out</u>**

A. Explain why civil service classes are not applicable.

The MHSA-funded programs projects are all collaborative projects, primarily based in the community, designed to draw on the expertise and experience of the behavioral and primary health care systems, community-based organizations of all types, schools, community programs and centers, institutions of higher education and juvenile probation. The Department does not have the capacity to provide the wide range of very specialized services needed as required under the MHSA.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: MHSA requires the capacity to provide a wide range of services which may be needed intermittently based on the needs of clients who are identified (e.g., Mayan language and culture or specific mental illness diagnoses of incarcerated youth), especially as regards specialized services (e.g., early childhood consultation or consultation to juvenile justice staff) or specific populations, and/or which would require restrictions on hiring that are not possible under the civil service system (e.g., peers/consumers of mental health services with life experience in the mental health system).

**6. <u>Additional Information</u>**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

Consultation services for juvenile justice system and designated schools' civil service staff will provide some training, but no other formal, classroom-type training of staff is included in these services.

C. Are there legal mandates requiring the use of contractual services?

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

**7. Union Notification**: On 04/19/19, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21;

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102
**********

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44670 - 16/17
DHR Analysis/Recommendation: 07/15/2019
Commission Approval Required Approved by Civil Service Commission
07/15/2019 DHR Approved for 07/15/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: ☐Initial ☑Modification of an existing PSC (PSC # 46987 - 16/17)

Type of Approval: ☐Expedited ☑Regular ☐Annual ☐Continuing ☐ (Omit Posting)

Type of Service: Mental Health Services for Children, Youth and Families

Funding Source: Medi-Cal, State Rlgmt, Genl Fund

PSC Original Approved Amount: $75,000,000 PSC Original Approved Duration: 07/01/17 - 06/30/22 (5 years)

PSC Mod#1 Amount: $35,000,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: $123,200,000 PSC Mod#2 Duration: 07/01/22-06/30/27 (5 years 1 day)

PSC Mod#3 Amount: $116,500,000 PSC Mod#3 Duration: 07/01/27-06/30/28 (1 year 1 day)

PSC Cumulative Amount Proposed: $349,700,000 PSC Cumulative Duration Proposed: 11 years 2 days

1. **Description of Work**

A. Scope of Work/Services to be Contracted Out:
Culturally appropriate mental health services for children, youth and their families will be provided by multiple contractors, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients. Services will include outpatient mental health services; educationally related mental health services, success, opportunity, achievement resiliency classrooms, classroom educational enrichment program, intensive supervision and clinical services,residential based mental health outpatient, mental health assessment therapy, collateral and community based wraparound services, specialty Mental Health services, community-based violence and trauma recovery services, community-based day treatment services, short term residential therapeutic programs, intensive treatment foster care and treatment foster care, day treatment services, intensive/day rehabilitative services, therapeutic behavioral services, therapeutic visitation services, and targeted case management.

B. Explain why this service is necessary and the consequence of denial:
Without these services, children, youth and their families will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, trauma, post-trauma, and other symptoms. There may also be a generalized sense of increased collective helplessness throughout the community when related to significant numbers the community with untreated mental illness, leading to communities which feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as dis-allowance of State and Federal funding for failing to expend funds within regulatory guidelines.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
Services have been provided in the past through earlier PSC request. See 46987 - 16/17

D. Will the contract(s) be renewed?
Yes, if funding is available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
The Department expects the need for these services to continue.

2. **Reason(s) for the Request**

A. Display all that apply

☑ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

The City does not have the facilities (including space for provision of services and offices), resources or capacity to provide these critical services for children, youth, and their families, which provide an integral part of the City's system of care.

B. Reason for the request for modification:

Extend the duration to align with the anticipated contract term stated in RFP and increase the PSC amount.

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Contractors must have appropriately trained, licensed or certified staff and facilities which comply with applicable State laws and regulations, chiefly, California Welfare and Institutions Code Sect. 5000.

B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligiblity Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractors will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

**4. If applicable, what efforts has the department made to obtain these services through available resources within the City?**

Not Applicable

**5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out**

A. Explain why civil service classes are not applicable.

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are mostly non-profit organizations, and through these collaborations the City is able to offer higher quality, more accessible mental health services to its residents.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Current existing classifications perform this work. However, demand exceeds the capacity at City facilities to provide these services, so that City uses contractors to meet as many of the clients' needs as possible.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

These services do not include formal training for civil service staff, however, there may be knowledge transfer opportunities through civil service staff's ongoing work to coordinate with community based and other providers.

C. Are there legal mandates requiring the use of contractual services?

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes, existing contractors will continue to use this PSC.

**7. Union Notification**: On 06/30/23, the Department notified the following employee organizations of this PSC/RFP request:
SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Physicians and Dentists - 8CC; Management & Superv Local 21; Architect & Engineers, Local 21;

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 101 Grove Street, Room 307,, San Francisco, CA 94102
**********

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46987 - 16/17
DHR Analysis/Recommendation:
Commission Approval Not Required
Approved by DHR on 08/31/2023

[Contract Amendment - Bayview Hunters Point Foundation for Community Improvement - Behavioral Health Services - Not to Exceed $13,489,343]

**Resolution approving Amendment No. 2 to the agreement between Bayview Hunters Point Foundation for Community Improvement and the Department of Public Health (DPH) for behavioral health services, to increase the agreement by $3,689,230 for an amount not to exceed $13,489,343; and to extend the term by fifteen months, from March 31, 2022, to June 30, 2023, for a total agreement term of July 1, 2018, through June 30, 2023; and to authorize DPH to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract.**

WHEREAS, The Department of Public Health (DPH) selected Bayview Hunters Point Foundation for Community Improvement ("Bayview") to provide behavioral health services to adults and older adults under three competitive solicitations in 2016 and 2017, and Chapter 21.42 of the San Francisco Administrative Code; and

WHEREAS, DPH entered into an agreement with Bayview to provide these services for three years, July 1, 2018, through June 30, 2021, for an amount not to exceed $9,757,806 subsequently amending the agreement for an amount to extend the term through March 31, 2022, and to increase the agreement by $42,307 for an amount not to exceed $9,800,113; and

WHEREAS, Under this contract, Bayview provides outpatient mental health services to adults, adolescents, and children; prevention and early intervention behavioral health services at Balboa High School; fiscal intermediary services for the Dimensions Clinic, providing primary care and behavioral health services to Lesbian/Gay/Bisexual/Transgender transitional

age youth; and long-term residential and recovery programming through the Jelani Family Program; and

WHEREAS, Section 9.118 of the San Francisco Charter requires approval of the Board of Supervisors for contracts requiring anticipated expenditures exceeding $10 million; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the City and County of San Francisco, to execute Amendment No. 2 to the agreement with Bayview Hunters Point Foundation for Community Improvement for behavioral health services for an amount not to exceed $13,489,343 for a total agreement term of July 1, 2018, through June 30, 2023; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of Public Health to enter into any amendments or modifications to the contract, prior to its final execution by all parties, that the Department determines, in consultation with the City Attorney, are in the best interests of the City, do not otherwise materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the contract, and are in compliance with all applicable laws; and be it

FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed by all parties, the Director of Health and/or the Director of the Office of Contract Administration/Purchaser shall provide the final contacts to the Clerk of the Board for inclusion into the official File No. 211129.

RECOMMENDED

/s/

Dr. Grant Colfax

Director of Health

# City and County of San Francisco
## Tails
## Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

**File Number:** 211129 **Date Passed:** February 15, 2022

Resolution approving Amendment No. 2 to the agreement between Bayview Hunters Point Foundation for Community Improvement and the Department of Public Health (DPH) for behavioral health services, to increase the agreement by $3,689,230 for an amount not to exceed $13,489,343; and to extend the term by fifteen months from March 31, 2022, to June 30, 2023, for a total agreement term of July 1, 2018, through June 30, 2023; and to authorize DPH to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract.

February 09, 2022 Budget and Finance Committee - RECOMMENDED

February 15, 2022 Board of Supervisors - ADOPTED

Ayes: 11 - Chan, Haney, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 211129

**I hereby certify that the foregoing Resolution was ADOPTED on 2/15/2022 by the Board of Supervisors of the City and County of San Francisco.**

**Angela Calvillo**
**Clerk of the Board**

**London N. Breed**
**Mayor**

2/25/22
**Date Approved**

AMENDED IN COMMITTEE
6/2/2023

FILE NO. 230477 RESOLUTION NO. 291-23

[Contract Amendment - Bayview Hunters Point Foundation for Community Improvement - Behavioral Health Services - Not to Exceed $16,300,000]

**Resolution approving Amendment No. 3 to the agreement between Bayview Hunters Point Foundation for Community Improvement and the Department of Public Health, for behavioral health services; to increase the agreement by $2,810,657 for an amount not to exceed $16,300,000; to extend the term by one year, from June 30, 2023, for a total agreement term of July 1, 2018, through June 30, 2024; and to authorize DPH to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract or this Resolution.**

WHEREAS, The Department of Public Health (DPH) selected Bayview Hunters Point Foundation for Community Improvement (Bayview) to provide outpatient behavioral health services to adults, adolescents, and children; prevention and school-based early intervention behavioral health services; program administration services for clinic-based services, primary care and behavioral health services to Lesbian/Gay/Bisexual/Transgender transitional age youth; and long-term residential and recovery programming through multiple Request for Proposals/Qualifications processes, RFP 8-2017, issued on August 23, 2017, RFP 1-2017, re-issued on March 24, 2017, RFQ 17-2016, issued on July 20, 2016, and Chapter 21.42 of the San Francisco Administrative Code; and

WHEREAS, DPH entered into an agreement with Bayview to provide these services for three years, July 1, 2018, through June 30, 2021, for an amount not to exceed $9,757,806 subsequently amending the agreement for an amount to extend the term through March 31, 2022, and to increase the agreement by $42,307 for an amount not to exceed $9,800,113; and

WHEREAS, The Board of Supervisors approved the contract agreement Amendment No. 2 between DPH and Bayview for a contract term of five years from July 1, 2018, through June 30, 2023, in the amount not to exceed $13,489,343 through Resolution No. 51-22 (File No. 211129); and

WHEREAS, DPH wishes to amend the agreement to continue providing outpatient behavioral health services to adults, adolescents, and children; and long-term residential and recovery programming by extending the term by one year from June 30, 2023, through June 30, 2024, increasing the contract by $2,810,657 to reflect annual funding for each additional year, for a total contract amount not to exceed $16,300,000 and for a total agreement term of July 1, 2018, through June 30, 2024; and

WHEREAS, Section 9.118 of the San Francisco Charter requires approval of the Board of Supervisors for contracts requiring anticipated expenditures exceeding $10 million; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the City and County of San Francisco, to execute Amendment No. 3 to the agreement with Bayview Hunters Point Foundation for Community Improvement for behavioral health services increasing the contract by $2,810,657, for a total contract amount not to exceed $16,300,000, and for a total agreement term of July 1, 2018, through June 30, 2024; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of Public Health to enter into any amendments or modifications to the contract, prior to its final execution by all parties, that the Department determines, in consultation with the City Attorney, are in the best interests of the City, do not otherwise materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the contract, and are in compliance with all applicable laws; and, be it

FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed by all parties, the Director of Health and/or the Director of the Office of Contract Administration/Purchaser shall provide the final contacts to the Clerk of the Board for inclusion into the official File No. 230477.

RECOMMENDED

/s/

Dr. Grant Colfax

Director of Health

# City and County of San Francisco
## Tails
## Resolution

City Hall
1 Dr Carlton B. Goodlett Place
San Francisco, CA 94102-4689

**File Number:** 230477 **Date Passed:** June 06, 2023

Resolution approving Amendment No. 3 to the agreement between Bayview Hunters Point Foundation for Community Improvement and the Department of Public Health for behavioral health services to increase the agreement by $2,810,657 for an amount not to exceed $16,300,000; to extend the term by one year from June 30, 2023, to June 30, 2024, for a total agreement term of July 1, 2018, through June 30, 2025; and to authorize DPH to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract or this Resolution.

June 02, 2023 Homelessness and Behavioral Health Select Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

June 02, 2023 Homelessness and Behavioral Health Select Committee - RECOMMENDED AS AMENDED AS A COMMITTEE REPORT

June 06, 2023 Board of Supervisors - ADOPTED

Ayes: 10 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Safai, Stefani and Walton
Excused: 1 - Ronen

File No. 230477

**I hereby certify that the foregoing Resolution was ADOPTED on 6/6/2023 by the Board of Supervisors of the City and County of San Francisco.**

**Angela Calvillo**
**Clerk of the Board**

**London N. Breed**
**Mayor**

6/7/23
**Date Approved**

[Contract Amendment - Bayview Hunters Point Foundation - Mental Health and Substance Abuse Services - Not to Exceed $18,079,996]

**Resolution approving Amendment No. 5 to the agreement between the City, acting by and through the Department of Public Health (DPH), and the Bayview Hunters Point Foundation to provide mental health and substance abuse services, to extend the term by 18 months from June 30, 2025, for a total term of July 1, 2018, through December 31, 2026, and to increase the amount by $1,279,996 for a total not to exceed amount of $18,079,996; and to authorize DPH to enter into amendments or modifications to the agreement that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the agreement or this Resolution.**

WHEREAS, On August 23, 2017, March 24, 2017, and July 20, 2016, respectively, the Department of Public Health (DPH) issued multiple Request for Proposals (RFP-8-2017, RFP 1-2017, and RFP-17-2016) for mental health and substance abuse services; and

WHEREAS, Bayview Hunters Point Foundation submitted a proposal and was the highest ranked proposer; and

WHEREAS, DPH awarded the contract to Bayview Hunters Point Foundation; and

WHEREAS, The contract is consistent with the Civil Service Commission's approval obtained on July 15, 2019, November 5, 2018, and July 15, 2019, respectively, under Personal Service Contract No. 44670-16/17, 46987-16/17, and 40587-17/18; and

WHEREAS, On July 1, 2018, DPH and Bayview Hunters Point Foundation entered into an agreement for mental health and substance abuse services ("Original Agreement"); and

WHEREAS, The Original Agreement has a term of July 1, 2018, through June 30, 2021, and a not to exceed amount of $9,757,806; and

WHEREAS, DPH amended the Original Agreement on May 1, 2021, to extend the term by nine months and to increase the maximum expenditure by $42,307 to $9,800,113 for mental health and substance abuse services (the "First Amendment"); and

WHEREAS, DPH amended the First Amendment on June 1, 2021, to extend the term by one year and three months and to increase the maximum expenditure by $3,689,230 to $13,489,343 for mental health and substance abuse services (the "Second Amendment"); and

WHEREAS, DPH amended the Second Amendment on June 1, 2023, to extend the term by one year and to increase the maximum expenditure by $2,810,657 to $16,300,000 for mental health and substance abuse services (the "Third Amendment"); and

WHEREAS, DPH amended the Third Amendment on July 1, 2024, to extend the term by one year and to increase the maximum expenditure by $500,000 to $16,800,000 for mental health and substance abuse services (the "Fourth Amendment"); an

WHEREAS, DPH wishes to amend the agreement by extending the term to December 31, 2026, and increasing the maximum expenditure by $1,279,996 to $18,079,996 (the "Fifth Amendment"); and

WHEREAS, The Fifth Amendment is consistent with the Civil Service Commission's approval obtained on February 5, 2025, and August 31, 2023, under PSC No. 40587-17/18 and 46987-16/17; and

WHEREAS, Charter, Section 9.118(b) requires Board of Supervisors' approval by Resolution of any contract which, when entered into, extends over 10 years, and of any contract which, when entered into, costs the City $10,000,000 or more; and

WHEREAS, The proposed amendment contained in File No. 250383, is substantially in final form, with all material terms and conditions included, and only remains to be executed by the parties upon approval of this Resolution; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby approves the amendment in substantially the form contained in File No. 250383; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes DPH to make any modifications to the amendment, prior to its final execution by all parties, that DPH determines, in consultation with the City Attorney, are consistent with this Resolution, in the best interest of the City, do not materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the amendment, and are in compliance with all applicable laws, including City's Charter; and, be it

FURTHER RESOLVED, That within 30 days of the amendment being fully executed by all parties, DPH shall submit to the Clerk of the Board of Supervisors a completely executed copy for inclusion in File No. 250383; this requirement and obligation resides with the Department, and is for purposes of having a complete file only, and in no manner affects the validity of approved amendment.

RECOMMENDED

/s/

Daniel Tsai

Director of Health

# City and County of San Francisco
## Tails
## Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

**File Number:** 250383 **Date Passed:** May 20, 2025

Resolution approving Amendment No. 5 to the agreement between the City, acting by and through the Department of Public Health (DPH), and the Bayview Hunters Point Foundation to provide mental health and substance abuse services, to extend the term by 18 months from June 30, 2025, for a total term of July 1, 2018, through December 31, 2026, and to increase the amount by $1,279,996 for a total not to exceed amount of $18,079,996; and to authorize DPH to enter into amendments or modifications to the agreement that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the agreement or this Resolution.

May 14, 2025 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

May 14, 2025 Budget and Finance Committee - REFERRED WITHOUT RECOMMENDATION AS AMENDED

May 20, 2025 Board of Supervisors - ADOPTED

Ayes: 11 - Chan, Chen, Dorsey, Engardio, Fielder, Mahmood, Mandelman, Melgar, Sauter, Sherrill and Walton

File No. 250383

**I hereby certify that the foregoing Resolution was ADOPTED on 5/20/2025 by the Board of Supervisors of the City and County of San Francisco.**

**Angela Calvillo**
**Clerk of the Board**

**Daniel Lurie**
**Mayor**

MAY 23, 2025

**Date Approved**

Docusign Envelope ID: 9E348755-2C67-460F-B620-D440B90877E9

Incomplete - Pending Signature

**San Francisco Ethics Commission**
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 251133

Bid/RFP #:

# Notification of Contract Approval

SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of $100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: https://sfethics.org/compliance/city-officers/contract-approval-city-officers

| 1. FILING INFORMATION | |
|---|---|
| **TYPE OF FILING**<br>Original | **DATE OF ORIGINAL FILING (*for amendment only*)** |
| **AMENDMENT DESCRIPTION – Explain reason for amendment** | |

| 2. CITY ELECTIVE OFFICE OR BOARD | |
|---|---|
| **OFFICE OR BOARD**<br>Board of Supervisors | **NAME OF CITY ELECTIVE OFFICER**<br>Members |

| 3. FILER'S CONTACT | |
|---|---|
| **NAME OF FILER'S CONTACT**<br>Angela Calvillo | **TELEPHONE NUMBER**<br>415-554-5184 |
| **FULL DEPARTMENT NAME**<br>Office of the Clerk of the Board | **EMAIL**<br>Board.of.Supervisors@sfgov.org |

| 4. CONTRACTING DEPARTMENT CONTACT | |
|---|---|
| **NAME OF DEPARTMENTAL CONTACT**<br>Reanna Albert | **DEPARTMENT CONTACT TELEPHONE NUMBER**<br>628-271-6178 |
| **FULL DEPARTMENT NAME**<br>DPH Department of Public Health | **DEPARTMENT CONTACT EMAIL**<br>reanna.albert@sfdph.org |

Docusign Envelope ID: 9E348755-2C67-460F-B620-D440B90877E9

Incomplete - Pending Signature

| 5. CONTRACTOR | |
|---|---|
| **NAME OF CONTRACTOR**<br>Bayview Hunters Point Foundation | **TELEPHONE NUMBER**<br>415-468-5100 |
| **STREET ADDRESS (including City, State and Zip Code)**<br>1625 Carroll Ave. San Francisco, CA 94124 | **EMAIL**<br>katherine.duong@bayviewci.org |

| 6. CONTRACT | | |
|---|---|---|
| **DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)** | **ORIGINAL BID/RFP NUMBER** | **FILE NUMBER (*If applicable*)**<br>251133 |
| **DESCRIPTION OF AMOUNT OF CONTRACT**<br>$25,611,719 | | |
| **NATURE OF THE CONTRACT *(Please describe)***<br>Provide mental health and substance abuse services. | | |

| 7. COMMENTS |
|---|
| |

| 8. CONTRACT APPROVAL | |
|---|---|
| This contract was approved by: | |
| ☐ | **THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM** |
| ☒ | **A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES**<br>Board of Supervisors |
| ☐ | **THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS** |

Docusign Envelope ID: 9E348755-2C67-460F-B620-D440B90877E9

Incomplete - Pending signature

## 9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

| # | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE |
|---|---|---|---|
| 1 | Watson | Susan | Board of Directors |
| 2 | Fuller | Wayzel | Board of Directors |
| 3 | Cray | Adam | Board of Directors |
| 4 | Everhart | Claude | Board of Directors |
| 5 | Colson | Chuck | Board of Directors |
| 6 | Bouquin | James | CEO |
| 7 | Smith | Darrell | COO |
| 8 | Duong | Katherine | Other Principal Officer |
| 9 | Davenport | Anthony | Other Principal Officer |
| 10 | Roh | Sirk | Subcontractor |
| 11 | Moon | Ina | Subcontractor |
| 12 | De Peralta | Ruth | Subcontractor |
| 13 | Pillai | Prashanth | Subcontractor |
| 14 | | | |
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## 9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

| # | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE |
|---|---|---|---|
| 20 | | | |
| 21 | | | |
| 22 | | | |
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Docusign Envelope ID: 9E348755-2C67-460F-B620-D440B90877E9

Incomplete - Pending Signature

## 9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

| # | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE |
|---|---|---|---|
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

## 10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

| SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK | DATE SIGNED |
|---|---|
| BOS Clerk of the Board | |

City and County of San Francisco
**Daniel Lurie, Mayor**

**San Francisco Department of Public Health**
Daniel Tsai
Director of Health

November 10, 2025

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and Bayview Hunters Point Foundation, in the amount of $25,611,719.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution
- Original Agreement
- Amendment 1
- Amendment 2
- Amendment 3
- Amendment 4
- Amendment 5
- Proposed Amendment 6
- Prior BOS Resolutions
- Form SFEC-126
- RFP 8-2017, RFP 1-2017, RFP 17-2016
- PSC 44670-16/17, 46987-16/17, and 40587-17/18

For questions on this matter, please contact me at (628) 271-6178, reanna.albert@sfdph.org.

Thank you for your time and consideration.

Sincerely,

*Reanna Albert*

Reanna Albert
Pre-Award Unit Analyst

Office of Contracts Management and Compliance
DPH Business Office

cc: Daniel Tsai, Director of Health
Michelle Ruggels, Director, DPH Business Office