

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

**First Amendment**

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-26-2016 and RFP-8-2017 issued on September 27, 2016 and August 23, 2017 respectively and this modification is consistent therewith; and

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

WHEREAS, approval for this Amendment was obtained on July 15, 2019 from the 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 January 1, 2018 and ending December 31, 2027; 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 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 2.1 Term of the Agreement currently reads as follows:**

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

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

2.1 The term of this Agreement shall commence on (i) July 1, 2018 and expire on December 31, 2024, unless earlier terminated as otherwise provided herein.

**2.3 Compensation. Section 3.3 Compensation currently reads as follows:**

**3.3 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 **Four Million Three Hundred Seven Thousand Eight Hundred Thirty-Four Dollars (\$4,307,834)**. 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 and renumbered as follows:**

**ARTICLE 3 FINANCIAL MATTERS**

**3.3.1 Calculation of Charges**

Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or 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 goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Nine Million Six Hundred Seventy Thousand Four Hundred Ninety-Five Dollars (\$9,670,495)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

**2.4 Payment Limited to Satisfactory Services and Delivery of Goods.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.2 in its entirety.*

**3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods.** Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement 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

**2.5 Withhold Payments.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.3 in its entirety.*

**3.3.3 Withhold Payments.** If Contractor fails to provide goods and/or 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.

**2.6 Invoices Format.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.4 in its entirety.*

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. 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. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

**2.7 LBE Payment and Utilization tracking System.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.5 in its entirety.*

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

**2.8 Getting Paid by the City for Goods and/or Services.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.6 in its entirety.*

**3.3.6 Getting paid by the City for Goods and/or Services.**

(a) The City and County of San Francisco utilizes the Paymode-X<sup>®</sup> service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [http://portal.paymode.com/city\\_countyofsanfrancisco](http://portal.paymode.com/city_countyofsanfrancisco).

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through [sfemployeeportalsupport@sfgov.org](mailto:sfemployeeportalsupport@sfgov.org).

**2.9 Grant Funded Contracts.** *The following is hereby added to Article 3.3.7 of the Agreement:*

**3.3.7 Grant 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.

**2.10 Payment Terms. Payment Due Date.** *The following is hereby added to Article 3.3.8 of the Agreement:*

**3.3.8 Payment Terms. Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

**2.11 Audit and Inspection of Records.** The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.4 in its entirety.

### **3.4 Audit and Inspection of Records.**

3.4.1 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, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify contractor in writing, 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.

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](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

3.4.2 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.

3.4.3 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.

3.4.4 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.

**2.12 Contract Amendments; Budgeting Revisions.** *The following is hereby added to Article 3.7 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

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

#### **4.2. Qualified Personnel**

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

#### **4.2.2 Contractor Vaccination Policy.**

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

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

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

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

(ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees

Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

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

(e)

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

#### **4.3 Subcontracting.**

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

**4.3.2** Kevin Khamarko, Evaluation Consultant

**2.15 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, transferred, or delegated by Contractor (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.

**2.16 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.

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

(g) Reserved. (Pollution Liability Insurance).

(h) Reserved. (Blanket Fidelity Bond).

### **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 Insured Endorsement). 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.

### **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-contractsrms410@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.

**2.17 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.

**2.18 Contractor to Pay Taxes.** *The following is hereby added to Article 7 of the Agreement, replacing the previous Section 7.1 in its entirety:*

**7.1 Contractor to Pay All Taxes.** 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.

**2.19 Possessory Interest Taxes.** *The following is hereby added to Article 7 of the Agreement, replacing the previous Section 7.2 in its entirety:*

**7.2 Possessory Interest Taxes.** 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.

**2.20 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.

**2.21 Termination and Default, REMEDIES** *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.2 in its entirety:*

**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:

8.2.2 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

(a) 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.

(b) 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.

(c) 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.

8.2.3 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, in accordance with San Francisco Administrative Code Section 21.33 (Procedure Upon Contractor’s Failure to Deliver) 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. Further, in accordance with San Francisco Administrative Code Section 10.27.1 (Controller may Offset), 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. This Section 8.2.3 shall survive termination of this Agreement.

8.2.4 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.

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

**2.22 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 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	Article 13	Data and Security
		Appendix E	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.

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

**10.4 Consideration of Salary History.**

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

**2.24 Minimum Compensation Ordinance.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.7 in its entirety:*

**10.7 Minimum Compensation Ordinance.**

If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

**2.25 Health Care Accountability Ordinance.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.8 in its entirety:*

**10.8 Health Care Accountability Ordinance.**

Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

**2.26 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.

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

**10.17 Distribution of Beverages and Water.**

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

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

**2.28 Notice to the Parties.** *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.1 in its entirety:*

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

To CITY:	Office of Contract Management and Compliance Department of Public Health  1380 Howard Street San Francisco, California 94103	FAX: (415) 252-3088 e-mail: <a href="mailto:David.Folmar@sfdph.org">David.Folmar@sfdph.org</a>
And:	<b>JAMES STROH</b> CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE (CDTA) 1380 HOWARD STREET, 5 <sup>TH</sup> FLOOR SAN FRANCISCO, CA 94103	FAX: (415) 252-3031 e-mail: <a href="mailto:James.stroh@sfdph.org">James.stroh@sfdph.org</a>
To CONTRACTOR:	SAN FRANCISCO AIDS FOUNDATION 1035 MARKET STREET  SAN FRANCISCO, CA 94103	FAX: (415) 241-1176 e-mail: <a href="mailto:krogers@sfaids.org">krogers@sfaids.org</a>

**2.29 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.

**2.30 Order of Precedence.** *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.13 in its entirety*

**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 proposal dated September 20, 2017. The RFP 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 RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

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

**11.14 Notification of Legal Requests.**

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

**2.32 Certification Regarding Lobbying.** *The following is hereby added to Article 12 of the Agreement, replacing the previous Section 12.3 in its entirety*

**12.3. Certification Regarding Lobbying.**

12.3.1 Contractor certifies to the best of its knowledge and belief that: No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.

12.3.2 If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

12.3.3 Contractor shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.

12.3.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**2.33 Nondisclosure of Private, Proprietary or Confidential Information.** The following is hereby added to Article 13 of the Agreement, replacing the previous 13.1 in its entirety.

**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 Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City’s behalf, 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, 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.

**2.34 Management of City Data and Confidential Information:** *The following is hereby added to Article 13 of the Agreement:*

**13.4 Management of City Data and Confidential Information.**

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

**13.4.2 Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City’s Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

**2.35 Ownership of City Data.** *The following is hereby added to Article 13 of the Agreement:*

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

**2.36 Protected Health Information:** *The following is hereby added to Article 13 of the Agreement:*

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

**2.37 Appendix A dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.38 Appendix B dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.39 Appendix F, Invoices, dated 07/01/21 (i.e. July 1, 2021) are hereby added to the Agreement for 2021-22.**

**2.440 Appendix G, Dispute Resolution, dated 07/01/18 (i.e. July 1, 2018) is hereby deleted and Appendix G, Dispute Resolution, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.41 Appendix H, Substance Use Disorder Services, dated 07/01/18 (i.e. July 1, 2018) is hereby deleted and Appendix H, Substance Use Disorder Services, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

**2.42 Appendix I, Data Access Sharing Terms, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.**

### **Article 3 Effective Date**

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

### **Article 4 Legal Effect**

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



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

**CITY**

**CONTRACTOR**

Recommended by:

**San Francisco AIDS Foundation**

DocuSigned by:  
*Greg Wagner*  
5/24/2022 | 8:08 AM PDT  
28527524752949F...  
Grant Colfax  
**Director of Health**  
**Department of Public Health**

DocuSigned by:  
*Tyler A. Termeer*  
5/23/2022 | 9:43 AM PDT  
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Tyler Termeer  
**Chief Executive Officer**  
1035 Market Street, Suite 400  
San Francisco, CA 94103

Approved as to Form:

City Supplier ID:  
0000011638

David Chiu  
City Attorney

By: DocuSigned by:  
*Henry Lifton*  
5/23/2022 | 9:52 AM PDT  
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Henry Lifton  
Deputy City Attorney

Approved:

DocuSigned by:  
*Taraneh Moayed*  
5/24/2022 | 8:58 AM PDT  
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Sailaja Kurella  
Director, Office of Contract Administration,  
and Purchaser

## **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 **James Stroh**, Program Manager, Contract Administrator for the City, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for

health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

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

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

Space owned, leased or operated by San Francisco Department of Public Health providers, including satellite sites, and used by CLIENTS or STAFF shall meet local fire codes. Providers shall

undergo of fire safety inspections at least every three (3) years and documentation of fire safety, or corrections of any deficiencies, shall be made available to reviewers upon request.”

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

**Appendix A-1 Stonewall Project—Substance Abuse Disorder Services**

**Appendix A-2 Stonewall Project—Positive Reinforcement Opportunity Project (PROP)**

**Appendix A-3 Stonewall Project—Mental Health Services**

**Appendix A-4 Positive Reinforcement Opportunity Project (PROP) 4 All**

**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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<b>FSP Contract ID #1000011493</b>	

**1. Identifiers:**

Program Name: **Stonewall Project – Substance Abuse Services**

Program Address: 1035 Market Street, Suite 400

City, State, Zip Code: San Francisco, CA 94103

Telephone: (415) 487-3100

Facsimile: (415) 558-9657

Contractor Address: [same as above]

City, State, Zip Code: [same as above]

Name of Person Completing this Narrative: Richard Hill, Government Contracts Director

Telephone: (415) 487-8042

Program Code(s): 89051

**2. Nature of Document (check one):**

New       Renewal       First Amendment

**3. Goal Statement:**

To reduce the harms caused by methamphetamine and other substance use among gay men and other men who have sex with men (G/MSM) of San Francisco by successfully implementing the interventions described below.

**4. Target Population:**

The primary target population for this project is G/MSM who are residents of San Francisco and use methamphetamine and/or other substances. This target population includes those who inject drugs and those who ingest them by any other means, e.g., snorting, smoking, drinking, etc. This target population includes both men who identify as gay or bisexual and those men who have sex with other men but do not necessarily identify as gay or bisexual. This target population includes transgender men (FTM) who have sex with men. This target population includes G/MSM of all ages, races, ethnicities, sexual and gender identities, religions or spiritualities, socioeconomic classes, partner statuses, and physical and mental disabilities. Many participants are of low or fixed income and are uninsured or underinsured. Many of the target population are dually and triply diagnosed with concomitant mental and physical health problems (primarily HIV and hepatitis) in addition to their difficulties with addictive behaviors. G/MSM who use methamphetamine have one of the highest rates of HIV infection in the City.



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## 5. Methodology:

### A. Outreach, recruitment, promotion, and advertisement

The Stonewall Project provides a variety of outreach and early engagement services including, but not limited to: information, education, and referral both in-person; over the telephone and; information, education, and referral in daily drop-in services; community education through speaking engagements, consultations, and trainings with other agencies and organizations; and outreach. With funding from the Community Health Equity & Promotion and Primary Care Sections of SF DPH, The Stonewall Project conducts extensive harm reduction education and outreach to G/MSM who use crystal meth and/or other substances. Probably the most known product of these activities is the website, [www.tweaker.org](http://www.tweaker.org), but the activities include many real time activities as well as the online presence for which we are known. These activities generate a significant amount of referrals to The Stonewall Project.

The Stonewall Project accepts self-referrals and referrals from community-based agencies that serve our target population of G/MSM who use methamphetamine and/or other substances and reside in San Francisco. We are particularly proud of the high number of self-referrals resulting from the recommendations of current or past participants. Stonewall also takes referrals from the Behavioral Health Access and the Treatment Access Programs as well as referrals from Drug Court and other criminal justice referrals. The SFGH psychiatric and medical emergency rooms are additional sources of referrals as well as from various research projects. Participants are also recruited through outreach conducted by The Stonewall Project staff in other health, social service, and community settings that provide services to the lesbian, gay, bisexual, and transgender communities.

The Stonewall Project also regularly provides community education in the form of presentations to community groups, other social service agencies in the community, and local schools, colleges, and universities. In these presentations, information about substance use, abuse, and dependence and different modes of treatment are presented. In addition, The Stonewall Project staff frequently consults with other substance abuse and mental health professionals in the community.

### B. Admission, enrollment, intake criteria and process

The Stonewall Project is a low threshold harm reduction program that welcomes participants at all stages of readiness and does not require a commitment of abstinence to receive services. The goal of The Stonewall Project is to create a “safe space” where G/MSM who use crystal meth and/or other substances can come to deal with whatever issues are of concern to them without any stipulations, conditions, or prerequisites. In doing so, the aim is to reduce the harm caused to them, their loved ones, and their

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communities by their drug use. As a harm reduction program for methamphetamine and other substance-using G/MSM, The Stonewall Project provides a full range of counseling services that integrate substance use, mental health, and HIV counseling from a participant-centered perspective. Each participant is evaluated individually with goals and objectives determined by the participant with the assistance of his counselor. Some participants wish to learn how to use crystal or other substances more safely; some want to learn how to reduce their use; others wish to cease using methamphetamine entirely but feel that their use of other substances is not problematic; and still others want to cease their use of all mind-altering substances.

Each participant in The Stonewall Project receives: an intake assessment which includes CalOMS; the Addiction Severity Index (ASI) or the Adult Needs and Strengths Assessment (ANSA); the Level of Care (LOC) screening tool using the American Society of Addiction Medicine (ASAM) criteria; a treatment plan developed by the participant with the assistance of his counselor; individual and group counseling sessions; collateral, couples, and/or family sessions as appropriate; case management as needed; individual crisis intervention as needed; and access to daily drop-in times.

The Stonewall Medical Director, a psychiatrist, provides psychiatric assessment and medication prescription with follow-up medication monitoring as appropriate.

The initial contact for most participants is either by telephone, email, or by dropping in. Between the 1035 Market Street SFAF Services Center and Strut in the Castro, the project provides drop-in times six days a week (Monday through Saturday) for potential participants and enrolled participants who are unable to make regularly scheduled appointments. Regardless of the scheduled drop-in hours, Stonewall accommodates current and potential participants whenever they drop in whenever possible.

Once an initial connection is made and an individual is determined to be appropriate for the program, a potential participant is scheduled for an intake evaluation session. During this initial stage and throughout his participation in The Stonewall Project, a participant has daily drop-in individual counseling and three weekly drop-in groups available to him. After intake, he is scheduled for weekly individual counseling sessions with his primary counselor until assessment is made as to where he falls in the Stage of Change and therefore which closed group would be appropriate for him.

### **C. Service delivery model**

The Stonewall Project offers a sequence of time-limited structured groups that use cognitive-behavioral techniques to enable participants to attain healthier balanced lifestyles. Group counseling focuses on skills training including trigger identification, behavioral coping techniques for triggers, assertiveness training, communication skills, techniques for altering negative cognitions, affect regulation, stress reduction and relaxation training, relapse prevention techniques, and self-esteem enhancement.

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Through the behavioral techniques of contracting and self-monitoring, participants are aided in meeting their goals of changing their pattern of methamphetamine and/or other substance use. Psychiatric assessment and medication are available to participants as appropriate. For participants dealing with concomitant other mental health diagnoses, intensive case management services are available as appropriate. In addition, given the background of the ongoing HIV epidemic and the fact that participants, under the influence of methamphetamine, often engage in unprotected sexual activity, participants are assisted in developing and achieving goals for reducing HIV transmission risk.

Almost all participants are provided with individual counseling and case management along with group counseling. For some participants, individual counseling is needed as preparation for subsequent group counseling; for others, it is provided to deal with issues that cannot be comprehensively addressed in group. In some cases, participants who are inappropriate for group counseling are provided with individual counseling as the primary treatment modality.

Throughout the program, it is emphasized that participants are welcome regardless of their use or non-use of meth or other substances, that failure to achieve their goals is neither a reason to drop out nor a reason for discharge. Participants who miss counseling sessions are contacted by their counselor in order to build the counseling alliance, problem-solve, and encourage return to their next session. For participants who are at risk of dropping out of the program, individual and group counseling (and, as needed, team meetings) address their concerns, assist with problem solving, and provide support. Participants whose attendance is low, are at risk of dropping out, or are at risk of relapse are discussed in weekly case reviews for suggestions from other staff.

The theoretical foundation that informs all of the counseling at The Stonewall Project is a combination of DiClemente and Prochaska's *Stages of Behavior Change Model*, Marlatt and Gordon's *Relapse Prevention*, and Miller and Rollnick's *Motivational Interviewing*, and empirically-validated social learning and cognitive-behavioral techniques of encouraging and assisting behavior change such as the Matrix model for treating methamphetamine and cocaine dependence and *Seeking Safety*, a treatment protocol for individuals with both trauma and substance use issues. In both individual and group counseling, participants are assisted in determining what behaviors they wish to change and taught the necessary skills to achieve and maintain these changes. The Stonewall Project has developed a Stonewall Workbook for participant use that contains cognitive-behavioral exercises guiding participants through the Stages of Change.

The Stonewall Project's primary focus is the relationship between the use of crystal meth and/or other substances, sexual behavior, and HIV and how these issues are intertwined with self-respect, self-acceptance, self-esteem, and other mental health concerns for G/MSM. This focus informs all activities at The Stonewall Project. Because treatment plans and goals and objectives are consumer-driven, each participant receives counseling

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tailored to his own particular issues as they derive from his unique position in Gay Male culture. Special consideration is given to a participant's acceptance of his sexual orientation and the psychological ramifications of living in a sexist, heterosexist, and sex-negative society. Stonewall participants, regardless of their own HIV status, are all coping with the ongoing toll of the HIV epidemic. Teaching methods of coping with the ongoing anger, grief, and massive loss resulting from the HIV epidemic are an integral part of the counseling at Stonewall along with harm reduction counseling for HIV risk behaviors whether they are due to injection drug use or unsafe sexual practices.

For those participants who choose abstinence as their goal, individual and group counseling provide support for these goals. Although participation in Twelve-Step programs is suggested and encouraged for all Stonewall participants who find it useful, the Stonewall program is not based on the Twelve-Step philosophy. Those individuals who wish an exclusively Twelve-Step approach are assisted in finding a program elsewhere that better serves their needs.

All staff clinicians in The Stonewall Project have experience and training in mental health and HIV issues as well as substance use counseling and therefore can provide an integrated approach to the multiple concerns and needs of the participants. This is particularly important for methamphetamine users who commonly have persisting psychiatric symptoms long after they stop using methamphetamine. Services and staffing are designed to increase retention and progress of a participant population affected by complex health, psychiatric, social, and cultural issues. Public health services such as HIV and Hepatitis C testing and medical referrals assist participants in identifying and addressing their health needs and link participants with ongoing health care resources.

Many participants are in relationships and/or families in which substance use, abuse, and dependence, other mental health problems, and/or HIV disease, are issues for their partner or other family members. Because of this, The Stonewall Project also provides couples and family counseling for participants as is appropriate given an individual participant's issues and needs. Additionally, collateral individual counseling sessions with friends and/or family (chosen and/or family of origin) are sometimes provided.

Participant satisfaction surveys are distributed semi-annually. The survey is handed out to each participant who visits the project during a two-week period scheduled every six months. It is emphasized that the survey is anonymous and is to help us make the program better. Participants are instructed to complete the survey as honestly as possible. Customer service skills and respect for participants is an important criterion in staff selection and performance evaluations. Program responsiveness to participant needs is maintained using staff supervision and training, staff meetings, informal participant feedback, and participant satisfaction surveys. Participants are encouraged to actively participate in making The Stonewall Project a supportive and safe place to deal with their issues. When possible, participants leaving the program receive the exit interview we have

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developed, which requests feedback on what was helpful, what was not, and suggestions for improvement.

For those participants who choose abstinence as their goal, the project components aimed at increasing satisfactory progress and successful completion also help maintain abstinence after completion. The project's length and emphasis on developing a sustaining support system (whether it be Crystal Meth Anonymous, friends/family who support a crystal-free lifestyle, involvement in community activities, etc.) helps to ensure that participants sustain their progress after project completion.

The Stonewall Project's hours of operation are 11 am – 8 pm, Monday – Thursday, and 9 am – 5 pm at our main site, the SFAF Services Center at 1035 Market St. Stonewall staff also provide services at Strut in the Castro from 11 am to 8 pm Monday – Friday. Funding from the Primary Care Section of SF DPH for the Chronic Care HIV/AIDS Multidisciplinary Program (CCHAMP) Center of Excellence in which SFAF is a collaborating partner makes it possible for The Stonewall Project to provide services at the Positive Health Program (Ward 86, SFGH) in addition to the aforementioned services at SFAF's main offices and at Magnet.

A participant's individual counselor also serves as his case manager and advocate in assisting the participant in obtaining services from other programs within SFAF and other community service agencies and governmental programs. These include but are not limited to assistance with screening and treatment for HIV, STDs, and Hepatitis C, appropriate medical care, housing, food, vocational rehabilitation, entitlement programs, acupuncture, and other mental health and HIV services. Our participants are frequently without any income, either homeless or at risk of becoming homeless, and case management services assist our participants in obtaining housing, benefits from General Assistance, Social Security, and other programs depending upon the participant's needs. Case management services are provided by all of The Stonewall Project counselors.

#### **D. Discharge planning and exit criteria and process**

Participants in The Stonewall Process are graduated when they have successfully achieved the goals that they set for themselves in terms of substance use, HIV risk, and life functioning. Determining when a participant is ready to graduate is a collaborative process between the participant and the staff. Because of the complex multi-determined nature of substance misuse and dependence in this population, mental health and HIV goals often continue to be the focus for significant periods of time beyond successful achievement of substance use goals.

The intended length of stay for The Stonewall Project participants is 12 to 24 months. Our experience is that this is minimal for G/MSM dealing with their use of methamphetamine and/or other substances to make and solidify significant behavior changes. Current research indicates that it may take that long or likely much longer for a person's brain

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chemistry to revert to its original state after significant use of methamphetamine and/or other substances. Our *average* length of stay is much shorter given that many participants come and go from the program depending on the state of their methamphetamine and/or other substance use and their level of motivation.

Our definition of satisfactory progress is an increase in effective functioning by participants whether or not they have reduced or eliminated their methamphetamine and/or other substance use. Accordingly, we would deem a participant who has reduced the harmful consequences resulting from his drug use but is still using as having made satisfactory progress. The emphasis is on participants setting their own goals. Evaluations of success are based on the extent to which participants have achieved their own goals that may or may not include abstinence. The criterion for successful completion at The Stonewall Project is the achievement of the participant's own goals and objectives regarding methamphetamine and/or other substance use, HIV transmission risk behaviors, and effective life functioning.

#### **E. Program staffing**

All staff clinicians in The Stonewall Project have experience and training in mental health and HIV issues as well as substance use counseling and therefore can provide an integrated approach to the multiple concerns and needs of the participants. Over one-half of Stonewall counselors are licensed mental health professionals, either LMFT or LCSW, and several of the remaining counselors are in the final phases of obtaining a license as a mental health professional, again either LMFT or LCSW. Other Stonewall counselors are certified substance use counselors and are certified through an eligible certifying body determined by the State of California Department of Health Care Services (DHCS)

#### **6. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled [CBHS Performance Objectives FY21-22](#).

#### **7. Continuous Quality Improvement:**

The San Francisco AIDS Foundation and the Stonewall Project guarantee compliance with Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction.

The Stonewall Project will meet quarterly with its program manager to evaluate progress toward meeting the continuous quality improvement, productivity, and service access objectives set forth in the *Quarterly Continuous Quality Improvement, Productivity, and Service*

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*Access Monitoring Plan Template, Fiscal Year 2021-22.* Objectives will be evaluated quarterly during the 12-month period from July 1, 2021 to June 30, 2022.

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**1. Identifiers:**

Program Name: **Stonewall Project – Positive Reinforcement Opportunity Project (PROP)**

Program Address: 1035 Market Street, Suite 400

City, State, Zip Code: San Francisco, CA 94103

Telephone: (415) 487-3100

Facsimile: (415) 558-9657

Contractor Address: [same as above]

City, State, Zip Code: [same as above]

Name of Person Completing this Narrative: Richard Hill, Government Contracts Director

Telephone: (415) 487-8042

Program Code(s): 85051

**2. Nature of Document (check one):**

New       Renewal       First Amendment

**3. Goal Statement:**

To reduce the harms caused by methamphetamine use among gay men and other men who have sex with men (G/MSM) of San Francisco by successfully implementing the described interventions.

**4. Target Population:**

The primary target population for this project is G/MSM who are residents of San Francisco and use methamphetamine, also known as crystal, meth, or speed. This target population includes those who inject the drug and those who ingest it by any other means, i.e. snorting, smoking, etc. This target population includes both men who identify as gay or bisexual and those men who have sex with other men but do not necessarily identify as gay, bisexual, or transgender. This target population includes G/MSM of all ages, races, ethnicities, sexual and gender identities, religions or spiritualities, socioeconomic classes, partner statuses, and physical and mental disabilities. Many participants are of low or fixed income and are uninsured or underinsured. Many of the target population are dually and triply diagnosed with concomitant mental and physical health problems (primarily HIV disease) in addition to their difficulties with addictive behaviors. G/MSM who use methamphetamine have one of the highest rates of HIV infection in the City.

**5. Methodology:**



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#### **A. Outreach, recruitment, promotion, and advertisement**

Outreach and promotion for PROP will occur both online and in real time. The website for PROP, [www.sfprop.org](http://www.sfprop.org) provides information about the program and how to access services. In addition, staff throughout all of SFAF's programs and services will be promoting the project. Furthermore, the PROP Manager will be working with other organizations and agencies to promote the project and recruit participants.

#### **B. Admission, enrollment, and/or intake criteria**

Any G/MSM who resides in San Francisco and who uses methamphetamine or has very recently quit using methamphetamine is eligible for PROP.

##### Inclusion Criteria

- Individual must identify as a G/MSM.
- Determined to be a user of stimulants (methamphetamine, cocaine) based on intake interview with Program Coordinator.
- Report recent methamphetamine use in the last month.
- Willing to comply with the requirements of observed urine testing, three times per week.

##### Exclusion Criteria

- Unable to commit to three times-a-week clinic visits.
- Currently taking Ritalin or other medication, including those containing pseudoephedrine which may result in false-positive urine samples.
- Currently participating or enrolled in other residential, outpatient substance abuse treatment program. (Participation in a 12-step based program is acceptable).

The following is the Participant Agreement that every potential participant in PROP must sign to enroll:

Positive reinforcement is a treatment that helps people to stop using methamphetamine and once stopped, to remain abstinent. The program also encourages socialization and peer support skills for participants who may not have support outside of their using communities. The concept is simple. In exchange for giving us stimulant-free urine samples, we will credit participants with monetary credits that can increase in value. Credits are exchanged, whenever requested in the form of a gift card or gift certificate of their choosing.

Once accepted into the program participants drop by the PROP testing site three times per week (on Mondays, Wednesdays, and Fridays) to provide an observed urine sample. Your urine sample will be tested immediately to see that the sample is free of methamphetamine/cocaine. You will receive a monetary credit for each sample that is free of both substances. Credits can increase over time as you keep giving negative

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urine samples. You will earn a \$8.50 bonus for every three non-reactive urine samples in a row. The schedule of credits show how rapidly the amount grows for giving non-reactive urine samples.

#### SCHEDULE OF INCENTIVES

	Monday	Wednesday	Friday	Bonus	Weekly Totals
Week 1	\$2.00	\$2.25	\$2.50	\$8.50	\$15.25
Week 2	\$2.75	\$3.00	\$3.25	\$8.50	\$17.50
Week 3	\$3.50	\$3.75	\$4.00	\$8.50	\$19.75
Week 4	\$4.25	\$4.50	\$4.75	\$8.50	\$22.00
Week 5	\$5.00	\$5.25	\$5.50	\$8.50	\$24.25
Week 6	\$5.75	\$6.00	\$6.25	\$8.50	\$26.50
Week 7	\$6.50	\$6.75	\$7.00	\$8.50	\$28.75
Week 8	\$7.25	\$7.50	\$7.75	\$8.50	\$31.00
Week 9	\$8.00	\$8.25	\$8.50	\$8.50	\$33.25
Week 10	\$8.75	\$9.00	\$9.25	\$8.50	\$35.50
Week 11	\$9.50	\$9.75	\$10.00	\$8.50	\$37.75
Week 12	\$10.00	\$10.00	\$10.00	\$8.50	\$38.50
Grand Total					\$330.00

*\* Weekly Bonus is earned only after submitting 3 consecutive, non-reactive urine samples.*

The urine test results are final. If the test results detect methamphetamine/cocaine, no voucher will be earned for the day. The next urine sample that you provide that tests methamphetamine-free will be worth \$2.00 and increases will begin again from this value. In order to increase your motivation to avoid future methamphetamine use, three consecutive non-reactive urine samples will return you in your original place in the incentive schedule. This is called a "Rapid Reset." For example, if you have a sample that tests positive for methamphetamine use on Monday of Week 7, you would receive no credit for that day. Methamphetamine-free samples that follow on Wednesday, Friday and Monday would be worth \$2.00, \$2.25, and \$2.50 respectively, with a \$8.50 bonus for the three consecutive negative samples. The next sample (Wednesday) would be worth a \$6.50 credit if it is free of methamphetamine.

The results of your urine tests are completely confidential and will not be shared with any staff outside of the program. It is important that you are aware that the tests for

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methamphetamine we use cross-react with cold medicine and allergy remedies. It will also cross-react with cocaine and Ecstasy. That means that if you use cold medicine or allergy medications or if you use Ecstasy (aka "E" or "X") your urine test could be positive. You should avoid these drugs while you are in this program.

Redeeming credits can be accomplished when a minimum of \$20 is accrued. However, if you have completed the project, and it is your final visit, you can debit the remaining balance in your account. All you need to do when redeeming your credits earned is talk with the health worker/PROP staff and let them know what you would like to purchase. The PROP staff will request that you fill out a Voucher Request Form. All incentive requests will be available no later than a week from date of request. Vouchers are never delivered in the form of cash and are only redeemable in amounts greater than twenty dollars unless it is your last visit or if you withdraw from the program. If you have any questions, please ask any PROP staff. Incentives must be claimed within 1 year of the date of your last visit. Any incentives that have not been claimed at that point will be refunded back to the PROP program fund.

Your signature below indicates that you understand the positive reinforcement program and that you wish to participate in this form of treatment. You do not have to be in the program and may quit at any time. If you do quit before the twelve weeks, a consent form must be signed in order to redeem your voucher. Any vouchers that you earn are yours to keep and will be provided to you upon request, but no credits will be given as cash and are only available up to three months from completion or termination of the PROP Project.

### **C. Service delivery model**

The PROP protocol guides the clinical application of a low-cost program of reinforcing abstinence from methamphetamine use in methamphetamine-using G/MSM who are at very high risk for STD/HIV transmission: G/MSM who test positive by a urine drug screen for methamphetamine/cocaine and are in HIV care, or are being evaluated for new STDs, or at high risk of STD/HIV transmission. This protocol is intended to reduce the frequency of methamphetamine/cocaine use and attendant high-risk sexual behaviors resulting in STD and HIV transmission in San Francisco. The protocol is being implemented as a public health response to disproportionately high rates of STD infections, HIV transmissions, and G/MSM with HIV out of medical care associated with methamphetamine use in G/MSM in San Francisco. Participants are also given the opportunity to re-engage socially with other men in the program who are working on their substance use for peer support and encouragement.

Potential participants will be screened and asked about their last use of methamphetamine/cocaine along with history of their use and frequency. A medical provider may refer other participants. If this is the case, the participant will provide the

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PROP Manager with a signed and dated Medical Provider Referral Sheet. Eligible participants will be informed that they meet with the PROP Manager or other staff members 3 days a week (M-W-F) to provide a directly observed urine sample. During these visits, reinforcements based upon abstinence from methamphetamine/cocaine are determined and delivered.

During their initial visit the reinforcement schedule is explained. In this positive reinforcement treatment program, the voucher for the initial stimulant-free sample is worth \$2.00. Vouchers increase in value by .25 cents for each consecutive methamphetamine-free sample to a maximum of \$10.00. Participants earn a \$8.50 bonus voucher for every third consecutive methamphetamine-free sample. Participants who produce a sample positive for methamphetamine/cocaine metabolites, or who fail to submit urine samples, will not receive a cash credit for that particular visit and their subsequent voucher value is reduced to the initial \$2.00. A rapid reset procedure allows participants to return to their place in the escalating contingency schedule after producing three urine samples that are negative for stimulant metabolites.

PROP staff and volunteers provide positive reinforcement for all samples regardless of the result and are available for emotional or practical support or for appropriate referrals. Results that indicate recent methamphetamine/cocaine use are handled in a non-judgmental manner, informing the subject that no credit is earned for the day, and encouraging the subject to continue to come back on the next testing day. Outcomes are based only upon non-reactive results from methamphetamine/cocaine tests; abstinence from methamphetamine is the specifically targeted behavior that is being reinforced. Importantly and for those G/MSM who are not able to achieve full abstinence, all improvements to health and functioning are reinforced by program staff (only urine tests free from stimulants receive the monetary reward). It is important to recognize that G/MSM who are served by the program, and who are not fully abstinent, make significant improvements in their lives and make important harm reduction steps that improve their health, functioning and general conditions regardless of whether or not they are ready or able to abstain at the time of service. While abstinence is the behavior being reinforced via vouchers – all improvements to health and functioning are reinforced by program staff. Referrals for drug treatment programs and other relevant resources will be provided along with emotional and practical support from the counseling sessions with the facilitators.

*Urine Drug Screening Procedures.*

Analysis of all urine samples is conducted immediately on-site to determine the presence of select drugs of abuse. The most important concept that must be followed with these participants is that all urine samples are directly observed while providing samples. In addition, participants are informed that use of over-the-counter cold and allergy preparations that contain ephedrine or similar ingredients will be detected by toxicology and will be interpreted as an indication of methamphetamine use. Participants will be

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directly observed while providing urine samples. Participants are informed at the beginning of the program that evidence suggesting sample tampering will be interpreted as conclusive and results for that day will be recorded as positive for methamphetamine metabolite.

#### Data Management

Participant data shall be kept in a password-protected encrypted database or in written and secured files, should a database not be available. Within that database access shall be limited to designated persons working for PROP. Data shall not be available to other clinical providers not involved in PROP. All individuals with access to the database, as well as working on the project will be required to sign an oath of confidentiality.

#### Code of Conduct

Participants, PROP staff, and site representatives are expected to treat everyone in an honest and fair manner. Accordingly, a PROP participant who fails to abide to specific site rules and regulations may be immediately terminated from the PROP project.

The primary desired outcomes of PROP are the reduction or cessation of methamphetamine/cocaine use; HIV and STI testing and treatment, engagement in primary care; referrals to other Stonewall groups and the counseling program; adherence to medications (including HIV and/or psychiatric medications); referrals to other social services and support as needed; and to develop a support system within PROP through friendships and peer support with other participants during their twelve weeks in the program. It is hoped that other positive health outcomes will occur as a consequence of this reduction or elimination of methamphetamine use, but other potential benefits will not be measured in a systematic way.

#### **D. Discharge planning and exit criteria and process**

The 12-week program is designed to reduce meth use. After completion, participants shall be referred to other programs for maintenance and supportive therapy if indicated.

After graduating from PROP participants are encouraged to attend an alumni group on PROP days (Mondays, Wednesdays, and Fridays between 3:00 and 4:00 PM) to continue getting support and encouragement for their goals.

Participants may receive a certificate of treatment completion. This certificate may be adequate documentation for some programs, e.g. employers, but may not be sufficient for other programs, e.g. court-mandated drug treatment programs or parole officers.

#### **E. Program staffing**

PROP is staffed by the PROP Manager, Peer Support Specialists, PROP peer support volunteers, and trained interns who have had extensive experience with PROP. The Stonewall Health Educators may also be called on to assist with PROP.

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## 6. Objectives and Measurements:

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

## 7. Continuous Quality Improvement:

The San Francisco AIDS Foundation and the Stonewall Project guarantee compliance with Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction.

The Stonewall Project will meet quarterly with its program manager to evaluate progress toward meeting the continuous quality improvement, productivity, and service access objectives set forth in the *Quarterly Continuous Quality Improvement, Productivity, and Service Access Monitoring Plan Template, Fiscal Year 2021-22*. Objectives will be evaluated quarterly during the 12-month period from July 1, 2021 to June 30, 2022.

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**1. Identifiers:**

Program Name: **Stonewall Project – Mental Health Services**

Program Address: 1035 Market Street, Suite 400

City, State, Zip Code: San Francisco, CA 94103

Telephone: (415) 487-3100

Facsimile: (415) 558-9657

Contractor Address: [same as above]

City, State, Zip Code: [same as above]

Name of Person Completing this Narrative: Richard Hill, Government Contracts Director

Telephone: (415) 487-8042

Program Code(s): 38HSOP

**2. Nature of Document** (check one):

**New**       **Renewal**       **First Amendment**

**3. Goal Statement:**

To reduce the harms caused by methamphetamine and other substance use among gay men and other men who have sex with men (G/MSM) of San Francisco by successfully implementing the interventions described below.

**4. Target Population:**

The primary target population for this project is G/MSM who are residents of San Francisco and use methamphetamine and/or other substances. This target population includes those who inject drugs and those who ingest them by any other means, e.g., snorting, smoking, drinking, etc. This target population includes both men who identify as gay or bisexual and those men who have sex with other men but do not necessarily identify as gay or bisexual. This target population includes transgender men (FTM) who have sex with men. This target population includes G/MSM of all ages, races, ethnicities, sexual and gender identities, religions or spiritualities, socioeconomic classes, partner statuses, and physical and mental disabilities. Many participants are of low or fixed income and are uninsured or underinsured. Many of the target population are dually and triply diagnosed with concomitant mental and physical health problems (primarily HIV and hepatitis) in addition to their difficulties with addictive behaviors. G/MSM who use methamphetamine have one of the highest rates of HIV infection in the City.

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## 5. Methodology:

### A. Outreach, recruitment, promotion, and advertisement

The Stonewall Project provides a variety of outreach and early engagement services including, but not limited to: information, education, and referral both in-person; over the telephone and; information, education, and referral in daily drop-in services; community education through speaking engagements, consultations, and trainings with other agencies and organizations; and outreach. With funding from the Community Health Equity & Promotion and Primary Care Sections of SF DPH, The Stonewall Project conducts extensive harm reduction education and outreach to G/MSM who use crystal meth and/or other substances. Probably the most known product of these activities is the website, [www.tweaker.org](http://www.tweaker.org), but the activities include many real time activities as well as the online presence for which we are known. These activities generate a significant amount of referrals to The Stonewall Project.

The Stonewall Project accepts self-referrals and referrals from community-based agencies that serve our target population of G/MSM who use methamphetamine and/or other substances and reside in San Francisco. We are particularly proud of the high number of self-referrals resulting from the recommendations of current or past participants. Stonewall also takes referrals from the Behavioral Health Access and the Treatment Access Programs as well as referrals from Drug Court and other criminal justice referrals. The SFGH psychiatric and medical emergency rooms are additional sources of referrals as well as from various research projects. Participants are also recruited through outreach conducted by The Stonewall Project staff in other health, social service, and community settings that provide services to the lesbian, gay, bisexual, and transgender communities.

The Stonewall Project also regularly provides community education in the form of presentations to community groups, other social service agencies in the community, and local schools, colleges, and universities. In these presentations, information about substance use, abuse, and dependence and different modes of treatment are presented. In addition, The Stonewall Project staff frequently consults with other substance abuse and mental health professionals in the community.

### B. Admission, enrollment, intake criteria and process

The Stonewall Project is a low threshold harm reduction program that welcomes participants at all stages of readiness and does not require a commitment of abstinence to receive services. The goal of The Stonewall Project is to create a “safe space” where G/MSM who use crystal meth and/or other substances can come to deal with whatever issues are of concern to them without any stipulations, conditions, or prerequisites. In doing so, the aim is to reduce the harm caused to them, their loved ones, and their



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communities by their drug use. As a harm reduction program for methamphetamine and other substance-using G/MSM, The Stonewall Project provides a full range of counseling services that integrate substance use, mental health, and HIV counseling from a participant-centered perspective. Each participant is evaluated individually with goals and objectives determined by the participant with the assistance of his counselor. Some participants wish to learn how to use crystal or other substances more safely; some want to learn how to reduce their use; others wish to cease using methamphetamine entirely but feel that their use of other substances is not problematic; and still others want to cease their use of all mind-altering substances.

Each participant in The Stonewall Project receives: an intake assessment which includes the Addiction Severity Index (ASI) or the Adult Needs and Strengths Assessment (ANSA); a treatment plan developed by the participant with the assistance of his counselor; individual and group counseling sessions; collateral, couples, and/or family sessions as appropriate; case management as needed; individual crisis intervention as needed; and access to daily drop-in times.

The Stonewall Medical Director, a psychiatrist, provides psychiatric assessment and medication prescription with follow-up medication monitoring as appropriate. A CBHS Psychiatric Clinical Pharmacist also provides psychiatric medication prescription with follow-up medication monitoring as appropriate.

The initial contact for most participants is either by telephone, email, or by dropping in. The project provides drop-in times five days a week (Monday through Friday) at 1035 Market Street for potential participants and enrolled participants who are unable to make regularly scheduled appointments. Regardless of the scheduled drop-in hours, Stonewall accommodates current and potential participants whenever they drop in whenever possible.

Once an initial connection is made and an individual is determined to be appropriate for the program, a potential participant is scheduled for an intake evaluation session. During this initial stage and throughout his participation in The Stonewall Project, a participant has daily drop-in individual counseling and three weekly drop-in groups available to him. After intake, he is scheduled for weekly individual counseling sessions with his primary counselor until assessment is made as to where he falls in the Stage of Change and therefore which closed group would be appropriate for him.

### **C. Service delivery model**

The Stonewall Project offers a sequence of time-limited structured groups that use cognitive-behavioral techniques to enable participants to attain healthier balanced lifestyles. Group counseling focuses on skills training including trigger identification, behavioral coping techniques for triggers, assertiveness training, communication skills, techniques for altering negative cognitions, affect regulation, stress reduction and

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relaxation training, relapse prevention techniques, and self-esteem enhancement. Through the behavioral techniques of contracting and self-monitoring, participants are aided in meeting their goals of changing their pattern of methamphetamine and/or other substance use. Psychiatric assessment and medication are available to participants as appropriate. For participants dealing with concomitant other mental health diagnoses, intensive case management services are available as appropriate. In addition, given the background of the ongoing HIV epidemic and the fact that participants, under the influence of methamphetamine, often engage in unprotected sexual activity, participants are assisted in developing and achieving goals for reducing HIV transmission risk.

Almost all participants are provided with individual counseling and case management along with group counseling. For some participants, individual counseling is needed as preparation for subsequent group counseling; for others, it is provided to deal with issues that cannot be comprehensively addressed in group. In some cases, participants who are inappropriate for group counseling are provided with individual counseling as the primary treatment modality. In all cases, participants are required to meet with their assigned individual counselor at least quarterly during their enrollment in the program to update and revise their treatment plan.

Throughout the program, it is emphasized that participants are welcome regardless of their use or non-use of meth or other substances, that failure to achieve their goals is neither a reason to drop out nor a reason for discharge. Participants who miss counseling sessions are contacted by their counselor in order to build the counseling alliance, problem-solve, and encourage return to their next session. For participants who are at risk of dropping out of the program, individual and group counseling (and, as needed, team meetings) address their concerns, assist with problem solving, and provide support. Participants whose attendance is low, are at risk of dropping out, or are at risk of relapse are discussed in weekly case reviews for suggestions from other staff.

The theoretical foundation that informs all of the counseling at The Stonewall Project is a combination of DiClemente and Prochaska's *Stages of Behavior Change Model*, Marlatt and Gordon's *Relapse Prevention*, and Miller and Rollnick's *Motivational Interviewing*, and empirically-validated social learning and cognitive-behavioral techniques of encouraging and assisting behavior change such as the Matrix model for treating methamphetamine and cocaine dependence and *Seeking Safety*, a treatment protocol for individuals with both trauma and substance use issues. In both individual and group counseling, participants are assisted in determining what behaviors they wish to change and taught the necessary skills to achieve and maintain these changes. The Stonewall Project has developed a Stonewall Workbook for participant use that contains cognitive-behavioral exercises guiding participants through the Stages of Change.

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The Stonewall Project's primary focus is the relationship between the use of crystal meth and/or other substances, sexual behavior, and HIV and how these issues are intertwined with self-respect, self-acceptance, self-esteem, and other mental health concerns for G/MSM. This focus informs all activities at The Stonewall Project. Because treatment plans and goals and objectives are consumer-driven, each participant receives counseling tailored to his own particular issues as they derive from his unique position in Gay Male culture. Special consideration is given to a participant's acceptance of his sexual orientation and the psychological ramifications of living in a sexist, heterosexist, and sex-negative society. Stonewall participants, regardless of their own HIV status, are all coping with the ongoing toll of the HIV epidemic. Teaching methods of coping with the ongoing anger, grief, and massive loss resulting from the HIV epidemic are an integral part of the counseling at Stonewall along with harm reduction counseling for HIV risk behaviors whether they are due to injection drug use or unsafe sexual practices.

For those participants who choose abstinence as their goal, individual and group counseling provide support for these goals. Although participation in Twelve-Step programs is suggested and encouraged for all Stonewall participants who find it useful, the Stonewall program is not based on the Twelve-Step philosophy. Those individuals who wish an exclusively Twelve-Step approach are assisted in finding a program elsewhere that better serves their needs.

All staff clinicians in The Stonewall Project have experience and training in mental health and HIV issues as well as substance use counseling and therefore can provide an integrated approach to the multiple concerns and needs of the participants. This is particularly important for methamphetamine users who commonly have persisting psychiatric symptoms long after they stop using methamphetamine. Services and staffing are designed to increase retention and progress of a participant population affected by complex health, psychiatric, social, and cultural issues. Public health services such as HIV and Hepatitis C testing and medical referrals assist participants in identifying and addressing their health needs and link participants with ongoing health care resources.

Many participants are in relationships and/or families in which substance use, abuse, and dependence, other mental health problems, and/or HIV disease, are issues for their partner or other family members. Because of this, The Stonewall Project also provides couples and family counseling for participants as is appropriate given an individual participant's issues and needs. Additionally, collateral individual counseling sessions with friends and/or family (chosen and/or family of origin) are often provided.

Participant satisfaction surveys are distributed semi-annually. The survey is handed out to each participant who visits the project during a two-week period scheduled every six months. It is emphasized that the survey is anonymous and is to help us make the program better. Participants are instructed to complete the survey as honestly as possible.

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Customer service skills and respect for participants is an important criterion in staff selection and performance evaluations. Program responsiveness to participant needs is maintained using staff supervision and training, staff meetings, informal participant feedback, and participant satisfaction surveys. Participants are encouraged to actively participate in making The Stonewall Project a supportive and safe place to deal with their issues. When possible, participants leaving the program receive the exit interview we have developed, which requests feedback on what was helpful, what was not, and suggestions for improvement.

For those participants who choose abstinence as their goal, the project components aimed at increasing satisfactory progress and successful completion also help maintain abstinence after completion. The project's length and emphasis on developing a sustaining support system (whether it be Crystal Meth Anonymous, friends/family who support a crystal-free lifestyle, involvement in community activities, etc.) helps to ensure that participants sustain their progress after project completion.

The Stonewall Project's hours of operation are 11 a.m. – 8 p.m., Monday - Friday, at our main site, the SFAF Services Center at 1035 Market St. A participant's individual counselor also serves as his case manager and advocate in assisting the participant in obtaining services from other programs within SFAF and other community service agencies and governmental programs. These include but are not limited to assistance with screening and treatment for HIV, STDs, and Hepatitis C, appropriate medical care, housing, food, vocational rehabilitation, entitlement programs, acupuncture, and other mental health and HIV services. Our participants are frequently without any income, either homeless or at risk of becoming homeless, and case management services assist our participants in obtaining housing, benefits from General Assistance, Social Security, and other programs depending upon the participant's needs. Case management services are provided by all of The Stonewall Project counselors. Intensive case management services are provided on an ongoing basis to all participants in need of such services.

#### **D. Discharge planning and exit criteria and process**

Participants in The Stonewall Process are graduated when they have successfully achieved the goals that they set for themselves in terms of substance use, HIV risk, and life functioning. Determining when a participant is ready to graduate is a collaborative process between the participant and the staff. Because of the complex multi-determined nature of substance abuse and dependence in this population, mental health and HIV goals often continue to be the focus for significant periods of time beyond successful achievement of substance use goals.

The intended length of stay for The Stonewall Project participants is one year. Our experience is that this is minimal for G/MSM dealing with their use of methamphetamine and/or other substances to make and solidify significant behavior changes. Current

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research indicates that it may take that long or likely much longer for a person's brain chemistry to revert to its original state after significant use of methamphetamine and/or other substances. Our *average* length of stay is much shorter given that many participants come and go from the program depending on the state of their methamphetamine and/or other substance use and their level of motivation.

Our definition of satisfactory progress is an increase in effective functioning by participants whether or not they have reduced or eliminated their methamphetamine and/or other substance use. Accordingly, we would deem a participant who has reduced the harmful consequences resulting from his drug use but is still using as having made satisfactory progress. The emphasis is on participants setting their own goals. Evaluations of success are based on the extent to which participants have achieved their own goals that may or may not include abstinence. The criterion for successful completion at The Stonewall Project is the achievement of the participant's own goals and objectives regarding methamphetamine and/or other substance use, HIV transmission risk behaviors, and effective life functioning.

#### **E. Program staffing**

All staff clinicians in The Stonewall Project have experience and training in mental health and HIV issues as well as substance use counseling and therefore can provide an integrated approach to the multiple concerns and needs of the participants. Over one-half of Stonewall counselors are licensed mental health professionals, either LMFT or LCSW, and several of the remaining counselors are in the final phases of obtaining a license as a mental health professional, again either LMFT or LCSW. One Stonewall counselor is a certified substance abuse counselor.

#### **6. Objectives and Measurements:**

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

#### **7. Continuous Quality Improvement:**

The San Francisco AIDS Foundation and the Stonewall Project guarantee compliance with Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction.

The Stonewall Project will meet quarterly with its program manager to evaluate progress toward meeting the continuous quality improvement, productivity, and service access

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objectives set forth in the *Quarterly Continuous Quality Improvement, Productivity, and Service Access Monitoring Plan Template, Fiscal Year 2021-22*. Objectives will be evaluated quarterly during the 12-month period from July 1, 2021 to June 30, 2022.

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**1. Identifiers:**

Program Name: **Stonewall Project – PROP 4 ALL**

Program Address: 1035 Market Street, Suite 400

City, State, Zip Code: San Francisco, CA 94103

Telephone: (415) 487-3100

Facsimile: (415) 558-9657

Contractor Address: [same as above]

City, State, Zip Code: [same as above]

Name of Person Completing this Narrative: Richard Hill, Government Contracts Director

Telephone: (415) 487-8042

Program Code(s): TBD

**2. Nature of Document (check one):**

**New**       **Renewal**       **First Amendment**

**3. Goal Statement:**

To reduce the harms caused by methamphetamine, opioids, and other substance use among populations of San Francisco at risk of overdose, HIV, and HCV by successfully implementing the interventions described below.

**4. Target Population:**

The primary target population includes people of all ages, races, ethnicities, sexual and gender identities, religions or spiritualities, socioeconomic classes, partner statuses, and physical and mental disabilities who inject drugs, and/or those who ingest it by any other means, i.e. snorting, smoking, etc. Many are of low or fixed income and are uninsured or underinsured. Many of the target population are dually and triply diagnosed with concomitant mental and physical health problems in addition to their difficulties with addictive behaviors. This target population includes people experiencing homelessness, people at elevated risk of overdose, HIV, and HCV, with prioritized emphasis on BIPOC community members.

**5. Methodology:****A. Outreach, recruitment, promotion, and advertisement**

Outreach is provided in street-based settings in the Tenderloin, Mission, SOMA, and Bayview neighborhoods but could include others. Recruitment for all services provided within our continuum of care occurs in both street-based and brick and mortar settings. Health education staff at SFAF Syringe Access services promote services at all syringe access sites. All services are listed on SFAF website, on service schedules, palm cards utilized in outreach settings and in local resource guides for people who use drugs and unhoused populations. The Manager, Contingency Management, SAS and other supporting staff will be working with other organizations and

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agencies to promote the project and recruit.

### **B. Admission, enrollment, intake criteria and process**

Any person who resides in San Francisco and who identifies their use of methamphetamine, opioids, or other substances as problematic and is seeking to reduce or abstain from substance use is eligible for PROP for All.

#### **Inclusion Criteria**

- Determined to be a user of stimulants (methamphetamine, cocaine) based on intake interview with Program staff.
- Report recent stimulant use in the last month.
- Willing to comply with the requirements of observed urine testing, three times per week.

#### **Exclusion Criteria**

- Unable to commit to three times-a-week clinic visits.

The following is the Participant Agreement that every potential participant in PROP for All must sign to enroll:

Contingency management is a treatment that helps people to stop using methamphetamine and once stopped, to remain abstinent. The program also encourages socialization and peer support skills for those who may not have support outside of their using communities. The concept is simple. In exchange for giving us stimulant-free urine samples, we will credit with monetary credits that can increase in value. Credits are exchanged, whenever requested in the form of a gift card or gift certificate of their choosing.

Once accepted into the program, drop by the Prop for All testing site three times per week to provide an observed urine sample. Your urine sample will be tested immediately to see that the sample is free of methamphetamine/cocaine. You will receive a monetary credit for each sample that is free of both substances. Credits can increase over time as you keep giving negative urine samples. You will earn a \$8.50 bonus for every three non-reactive urine samples in a row. The schedule of credits shows how rapidly the amount grows for giving non-reactive urine samples.

The urine test results are final. If the test results detect methamphetamine/cocaine, no voucher will be earned for the day. The next urine sample that you provide that tests methamphetamine-free will be worth \$2.00 and increases will begin again from this value. In order to increase your motivation to avoid future methamphetamine use, three consecutive non-reactive urine samples will return you to your original place in the incentive schedule. This is called a "Rapid Reset." For example, if you have a sample that tests positive for methamphetamine use on Monday of Week 7, you would receive no credit for that day. Methamphetamine-free samples that follow on Wednesday, Friday and Monday would be worth \$2.00, \$2.25, and \$2.50 respectively, with a \$8.50 bonus for the three consecutive



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negative samples. The next sample (Wednesday) would be worth a \$6.50 credit if it is free of methamphetamine.

The results of your urine tests are completely confidential and will not be shared with any staff outside of the program. It is important that you are aware that the tests for methamphetamine we use cross-react with cold medicine and allergy remedies. It will also cross-react with cocaine and Ecstasy. That means that if you use cold medicine or allergy medications or if you use Ecstasy (aka "E", "X", "Molly") your urine test could be positive. You should avoid these drugs while you are in this program.

Redeeming credits can be accomplished when a minimum of \$20 is accrued. However, if you have completed the project, and it is your final visit, you can debit the remaining balance in your account. All you need to do when redeeming credits earned is to talk with the health worker/PROP for All staff and let them know what you would like to purchase. The PROP for All staff will request that you fill out a Voucher Request Form. All incentive requests will be available no later than a week from the date of request. Vouchers are never delivered in the form of cash and are only redeemable in amounts greater than twenty dollars unless it is your last visit or if you withdraw from the program. If you have any questions, please ask any PROP staff. Incentives must be claimed within 1 year of the date of your last visit. Any incentives that have not been claimed at that point will be refunded back to the PROP for All program fund.

Your signature below indicates that you understand the contingency management program and that you wish to participate in this form of treatment. You do not have to be in the program and may quit at any time. Any vouchers that you earn are yours to keep and will be provided to you upon request, but no credits will be given as cash and are only available up to three months from completion or termination of the PROP for All program.

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### Schedule of incentives

	<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>	<b>*Wkly Bonus</b>	<b>Wkly Total</b>
<b>Wk 1</b>	\$ 2.00	\$ 2.25	\$ 2.50	\$ 8.50	\$ 15.25
<b>Wk 2</b>	\$ 2.75	\$ 3.00	\$ 3.25	\$ 8.50	\$ 17.50
<b>Wk 3</b>	\$ 3.50	\$ 3.75	\$ 4.00	\$ 8.50	\$ 19.75
<b>Wk 4</b>	\$ 4.25	\$ 4.50	\$ 4.75	\$ 8.50	\$ 22.00
<b>Wk 5</b>	\$ 5.00	\$ 5.25	\$ 5.50	\$ 8.50	\$ 24.25
<b>Wk 6</b>	\$ 5.75	\$ 6.00	\$ 6.25	\$ 8.50	\$ 26.50
<b>Wk 7</b>	\$ 6.50	\$ 6.75	\$ 7.00	\$ 8.50	\$ 28.75
<b>Wk 8</b>	\$ 7.25	\$ 7.50	\$ 7.75	\$ 8.50	\$ 31.00
<b>Wk 9</b>	\$ 8.00	\$ 8.25	\$ 8.50	\$ 8.50	\$ 33.25
<b>Wk 10</b>	\$ 8.75	\$ 9.00	\$ 9.25	\$ 8.50	\$ 35.50
<b>Wk 11</b>	\$ 9.50	\$ 9.75	\$ 10.00	\$ 8.50	\$ 37.75
<b>Wk 12</b>	\$ 10.00	\$ 10.00	\$ 10.00	\$ 8.50	\$ 38.50
<b>Grand Total</b>					\$ 330.00

### C. Service delivery model

The PROP for All protocol guides the clinical application of a low-cost program of reinforcing abstinence from methamphetamine use in methamphetamine-using people who are at very high risk for STD/HIV transmission: who test positive by a urine drug screen for methamphetamine/cocaine and are in HIV care, or are being evaluated for new STDs, or at high risk of STD/HIV

<b>Contractor: San Francisco AIDS Foundation</b>	<b>Appendix A-4</b>
<b>City Fiscal Year: 2021-2022</b>	<b>Contract Term: 01/01/22 through 06/30/22</b>
<b>FSP Contract ID #1000011493</b>	

transmission. This protocol is intended to reduce the frequency of methamphetamine/cocaine use and attendant high-risk sexual behaviors resulting in STD and HIV transmission in San Francisco. The protocol is being implemented as a public health response to disproportionately high rates of STD infections, HIV transmissions, and people living with HIV out of medical care associated with methamphetamine use in San Francisco. Participants are also given the opportunity to re-engage socially with other program members who are working on their substance use for peer support and encouragement.

Potential enrollees will be screened and asked about their last use of methamphetamine/cocaine along with history of their use and frequency. A medical provider or outside agencies may refer other participants. Eligible participants will be informed that they meet with the PROP for All Manager or other staff members 3 days a week (M-W-F) to provide a directly observed urine sample. During these visits, reinforcements based upon abstinence from methamphetamine/cocaine are determined and delivered.

During their initial visit the reinforcement schedule is explained. In this positive reinforcement treatment program, the voucher for the initial stimulant-free sample is worth \$2.00. Vouchers increase in value by .25 cents for each consecutive methamphetamine-free sample to a maximum of \$10.00 and earn a \$8.50 bonus voucher for every third consecutive methamphetamine-free sample. Participants who produce a sample positive for methamphetamine/cocaine metabolites, or who fail to submit urine samples, will not receive a cash credit for that particular visit and their subsequent voucher value is reduced to the initial \$2.00. A rapid reset procedure allows them to return to their place in the escalating contingency schedule after producing three urine samples that are negative for stimulant metabolites.

PROP for All staff and volunteers provide positive reinforcement for all samples regardless of the result and are available for emotional or practical support or for appropriate referrals. Results that indicate recent methamphetamine/cocaine use are handled in a non-judgmental manner, informing the subject that no credit is earned for the day, and encouraging the subject to continue to come back on the next testing day. Outcomes are based only upon non-reactive results from methamphetamine/cocaine tests; abstinence from methamphetamine is the specifically targeted behavior that is being reinforced. Importantly and for those who are not able to achieve full abstinence, all improvements to health and functioning are reinforced by program staff (only urine tests free from stimulants receive the monetary reward). It is important to recognize that those who are served by the program, and who are not fully abstinent, make significant improvements in their lives and make important harm reduction steps that improve their health, functioning and general conditions regardless of whether or not they are ready or able to abstain at the time of service. While abstinence is the behavior being reinforced via vouchers – all improvements to health and functioning are reinforced by program staff. Referrals for drug treatment programs and other relevant resources will be provided along with emotional and practical support from the counseling sessions with the facilitators.

#### *Urine Drug Screening Procedures.*

Analysis of all urine samples is conducted immediately on-site to determine the presence of select drugs of abuse. The most important concept that must be followed with these is that all urine samples are directly observed while providing samples. In addition, participants

- are informed that use of over-the-counter cold and allergy preparations that contain ephedrine or similar ingredients will be detected by toxicology and will be interpreted as an

<b>Contractor: San Francisco AIDS Foundation</b>	<b>Appendix A-4</b>
<b>City Fiscal Year: 2021-2022</b>	<b>Contract Term: 01/01/22 through 06/30/22</b>
<b>FSP Contract ID #1000011493</b>	

indication of methamphetamine use.

- will be directly observed while providing urine samples.
- are informed at the beginning of the program that evidence suggesting sample tampering will be interpreted as conclusive and results for that day will be recorded as positive for methamphetamine metabolite.

#### Data Management

Participant data shall be kept in a password-protected encrypted database or in written and secured files, should a database not be available. Within that database access shall be limited to designated persons working for PROP for All. Data shall not be available to other clinical providers not involved in PROP for All. All individuals with access to the database, as well as working on the project will be required to sign an oath of confidentiality.

#### Code of Conduct

PROP for All staff, and site representatives are expected to treat everyone in an honest and fair manner. Accordingly, a PROP for All participant who fails to abide by specific site rules and regulations may be immediately terminated from the PROP project.

The primary desired outcomes of PROP for All are the reduction or cessation of methamphetamine/cocaine use; HIV and STI testing and treatment, engagement in primary care; referrals to other Stonewall groups and the counseling program; adherence to medications (including HIV and/or psychiatric medications); referrals to other social services and support as needed; and to develop a support system within PROP for All through friendships and peer support with other during their twelve weeks in the program. It is hoped that other positive health outcomes will occur as a consequence of this reduction or elimination of methamphetamine use, but other potential benefits will not be measured in a systematic way.

#### **D. Discharge planning and exit criteria and process**

The 12-week program is designed to reduce meth use. After completion of this initial 3x weekly program, clients will progress to once weekly check in. Upon completion of this second course of engagements, participants may be referred to other programs for maintenance and supportive therapy if indicated.

After graduating from PROP for All, participants are encouraged to attend an alumni group on PROP for All days to continue getting support and encouragement for their goals.

#### **E. Program staffing**

Program staffing includes a PROP for All Manager, two low-barrier counselors, five health educators, and a registered nurse.

#### **6. Objectives and Measurements:**

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

<b>Contractor: San Francisco AIDS Foundation</b>	<b>Appendix A-4</b>
<b>City Fiscal Year: 2021-2022</b>	<b>Contract Term: 01/01/22 through 06/30/22</b>
<b>FSP Contract ID #1000011493</b>	

## **7. Continuous Quality Improvement:**

The San Francisco AIDS Foundation and the Stonewall Project guarantee compliance with Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Client Satisfaction.

The Stonewall Project will meet quarterly with its program manager to evaluate progress toward meeting the continuous quality improvement, productivity, and service access objectives set forth in the Quarterly Continuous Quality Improvement, Productivity, and Service Access Monitoring Plan Template, Fiscal Year 2021-22. Objectives will be evaluated quarterly during the 12-month period from July 1, 2021 to June 30, 2022.

## 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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."

**2. Program Budgets and Final Invoice**

A. Program are listed below:

Budget Summary

**Appendix B-1 Stonewall Project—Substance Abuse Disorder Services**

**Appendix B-2 Stonewall Project—Positive Reinforcement Opportunity Project (PROP)**

**Appendix B-3 Stonewall Project—Mental Health Services**

**Appendix B-4 Positive Reinforcement Opportunity Project (PROP) 4 All**

B. Compensation

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> 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 Six Hundred Seventy Thousand Four Hundred Ninety-Five Dollars (\$9,670,495) for the period of July 1, 2018 through December 31, 2024.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$499,869** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

July 1, 2018 through June 30, 2019	\$ 961,570
July 1, 2019 through June 30, 2020	\$ 990,416
July 1, 2020 through June 30, 2021	\$ 990,416
July 1, 2020 to June 30, 2021 CODB (DV Amt)	\$ 29,712
July 1, 2021 through June 30, 2022	\$ 1,666,231
July 1, 2022 through June 30, 2023	\$ 1,812,912
July 1, 2023 through June 30, 2024	\$ 1,812,912
July 1, 2025 through Dec 31, 2024	\$ 906,456
Subtotal - Jul 1, 2018 through Dec 31, 2025	\$ 9,170,626
Contingency	\$ 499,869
<b>TOTAL - Jul 1, 2018 through Dec 31, 2025</b>	<b>\$ 9,670,495</b>

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

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

### 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		San Francisco AIDS Foundation				Appendix B, Page 1	
Legal Entity Name/Contractor Name		San Francisco AIDS Foundation				Fiscal Year	
						2021-2022	
Contract ID Number		1000011493				Funding Notification Date	
						01/31/22	
Appendix Number	B-1	B-2	B-3	B-4		FN#2	
Provider Number	388905	388505	38HS	388505			
Program Name	SFAF-Stonewall Project - SUD	SFAF-Stonewall Project-PROP	SFAF-Stonewall Project-MH	SFAF - Stonewall Project-PROP4All			
Program Code	89051	85051	38HSOP	85051			
Funding Term	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	1/1/22-6/30/22			
<b>FUNDING USES</b>						<b>TOTAL</b>	
Salaries	\$ 471,050	\$ 99,300	\$ 67,290	\$ 315,071		\$ 952,711	
Employee Benefits	\$ 127,184	\$ 26,811	\$ 18,169	\$ 85,069		\$ 257,233	
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>\$ 598,234</b>	<b>\$ 126,111</b>	<b>\$ 85,459</b>	<b>\$ 400,140</b>		<b>\$ 1,209,944</b>	
Operating Expenses	\$ 78,845	\$ 39,890	\$ 9,616	\$ 149,414		\$ 277,765	
<b>Subtotal Direct Expenses</b>	<b>\$ 677,079</b>	<b>\$ 166,001</b>	<b>\$ 95,075</b>	<b>\$ 549,554</b>		<b>\$ 1,487,709</b>	
Indirect Expenses	\$ 81,248	\$ 19,919	\$ 11,409	\$ 65,946		\$ 178,522	
Indirect %	12%	12%	12%	12%		12%	
<b>TOTAL FUNDING USES</b>	<b>\$ 758,327</b>	<b>\$ 185,920</b>	<b>\$ 106,484</b>	<b>\$ 615,500</b>		<b>\$ 1,666,231</b>	
						Employee Benefits Rate	
						27%	
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>							
MH Adult Fed SDMC FFP (50%)			\$ 42,000			\$ 42,000	
MH Adult County General Fund			\$ 64,484			\$ 64,484	
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 106,484</b>	<b>\$ -</b>		<b>\$ 106,484</b>	
<b>BHS SUD FUNDING SOURCES</b>							
SUD County General Fund	\$ 508,327	\$ 185,920				\$ 694,247	
SUD State DMC	\$ 87,500					\$ 87,500	
SUD Fed DMC FFP, CFDA 93.778	\$ 162,500					\$ 162,500	
County Prop C Homeless Services				\$ 615,500		\$ 615,500	
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ 758,327</b>	<b>\$ 185,920</b>	<b>\$ -</b>	<b>\$ 615,500</b>		<b>\$ 1,559,747</b>	
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 758,327</b>	<b>\$ 185,920</b>	<b>\$ 106,484</b>	<b>\$ 615,500</b>		<b>\$ 1,666,231</b>	
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 758,327</b>	<b>\$ 185,920</b>	<b>\$ 106,484</b>	<b>\$ 615,500</b>		<b>\$ 1,666,231</b>	
Prepared By	Jenny Hsieh	Phone Number	415-487-3044				

CHECK: FUNDING USES = FUNDING SOURCES

0 0 0 0 0

(Should always be 0)

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

DHCS Legal Entity Number	San Francisco AIDS Foundation	Appendix Number	B-1
Provider Name	San Francisco AIDS Foundation	Page Number	1
Provider Number	388905	Fiscal Year	2021-2022
Contract ID Number	1000011493	Funding Notification Date	01/31/22

Program Name		SFAF-Stonewall Project - SUD			
Program Code		89051	89051	89051	
Mode/SFC (MH) or Modality (SUD)		ODS-91	ODS-92	ODS-93	
Service Description		ODS Group Counseling	ODS Individual Counseling	ODS Case Management	
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	
<b>FUNDING USES</b>					<b>TOTAL</b>
Salaries & Employee Benefits		\$ 233,311	\$ 329,029	\$ 35,894	\$ 598,234
Operating Expenses		\$ 31,538	\$ 44,153	\$ 3,154	\$ 78,845
<b>Subtotal Direct Expenses</b>		<b>\$ 264,849</b>	<b>\$ 373,182</b>	<b>\$ 39,048</b>	<b>\$ -</b>
Indirect Expenses		\$ 31,782	\$ 44,782	\$ 4,684	\$ 81,248
Indirect %		12.0%	12.0%	12.0%	12.0%
<b>TOTAL FUNDING USES</b>		<b>\$ 296,631</b>	<b>\$ 417,964</b>	<b>\$ 43,732</b>	<b>\$ -</b>
<b>BHS SUD FUNDING SOURCES</b>					
<b>Dept-Auth-Proj-Activity</b>					
SUD County General Fund	240646-10000-10001681-0003	\$ 171,631	\$ 292,964	\$ 43,732	\$ 508,327
SUD State DMC	240646-10000-10001681-0003	\$ 43,750	\$ 43,750		\$ 87,500
SUD Fed DMC FFP, CFDA 93.778	240646-10000-10001681-0003	\$ 81,250	\$ 81,250		\$ 162,500
This row left blank for funding sources not in drop-down list					\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>		<b>\$ 296,631</b>	<b>\$ 417,964</b>	<b>\$ 43,732</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 296,631</b>	<b>\$ 417,964</b>	<b>\$ 43,732</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>296,631</b>	<b>417,964</b>	<b>43,732</b>	<b>-</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>					
SUD Only - Number of Outpatient Group Counseling Sessions		871			
SUD Only - Licensed Capacity for Narcotic Treatment Programs					
Payment Method		Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service		3,700	7,088	760	
Unit Type		15 Minute	15 Minute	15 Minute	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 80.17	\$ 58.97	\$ 57.54	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 80.17	\$ 58.97	\$ 57.54	\$ -
Published Rate (Medi-Cal Providers Only)		\$ 141.25	\$ 58.97	\$ 81.59	
Unduplicated Clients (UDC)		75	75	75	75

**CHECK:** FUNDING USES = FUNDING SOURCES (Should always be ZERO)

0 0 0 0 0

**FORMULA:** DPH UNITS

80.17 58.97 57.54 -

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

Contract ID Number 1000011493  
 Program Name SFAF-Stonewall Project - SUD  
 Program Code 89051

Appendix Number B-1  
 Page Number 2  
 Fiscal Year 2021-2022  
 Funding Notification Date 01/31/22

	TOTAL		240646-10000-10001681-0003			
Funding Term	7/1/21-6/30/22		7/1/21-6/30/22			
Position Title	FTE	Salaries	FTE	Salaries		
Gov't Contracts Director	0.10	\$ 10,000	0.10	\$ 10,000		
Counselor I	4.35	\$ 340,601	4.35	\$ 340,601		
Clinical Supervisor	0.40	\$ 23,999	0.40	\$ 23,999		
Assoc Director of Clin Ops	0.30	\$ 28,500	0.30	\$ 28,500		
Sr. Director, STW Project	0.45	\$ 67,950	0.45	\$ 67,950		
	0.00	\$ -				
<b>Totals:</b>	<b>5.60</b>	<b>\$ 471,050</b>	<b>5.60</b>	<b>\$ 471,050</b>	<b>0.00</b>	<b>\$ -</b>
<b>Employee Benefits:</b>	27.00%	\$ 127,184	27.00%	\$ 127,184	0.00%	0.00%
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 598,234</b>		<b>\$ 598,234</b>	<b>\$ -</b>	<b>\$ -</b>

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

Contract ID Number 1000011493

Program Name SFAF-Stonewall Project - SUD

Program Code 89051

Appendix Number B-1

Page Number 3

Fiscal Year 2021-2022

Funding Notification Date 01/31/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003		
<b>Funding Term</b>	7/1/21-6/30/22	7/1/21-6/30/22		
Rent	\$ 50,064	\$ 50,064		
Utilities (telephone, electricity, water, gas)	\$ 4,704	\$ 4,704		
Building Repair/Maintenance	\$ -			
<b>Occupancy Total:</b>	<b>\$ 54,768</b>	<b>\$ 54,768</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 1,682	\$ 1,682		
Photocopying	\$ -			
Program Supplies	\$ 5,000	\$ 5,000		
Computer Hardware/Software	\$ -			
<b>Materials &amp; Supplies Total:</b>	<b>\$ 6,682</b>	<b>\$ 6,682</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 2,013	\$ 2,013		
Insurance	\$ 2,621	\$ 2,621		
Professional License	\$ -			
Storage	\$ 313	\$ 313		
Equipment Lease & Maintenance	\$ 6,048	\$ 6,048		
<b>General Operating Total:</b>	<b>\$ 10,995</b>	<b>\$ 10,995</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ 5,000	\$ 5,000		
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
<b>Staff Travel Total:</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ -</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -			
	\$ -			
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	\$ -			
Media	\$ 1,400	\$ 1,400		
	\$ -			
<b>Other Total:</b>	<b>\$ 1,400</b>	<b>\$ 1,400</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 78,845</b>	<b>\$ 78,845</b>	<b>\$ -</b>	<b>\$ -</b>

Note: Expense Categories (i.e., Occupancy, Materials & Supplies, etc.) may NOT be changed. However, default Expense Line Items may be ed



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

Contract ID Number 1000011493  
 Program Name SFAF-Stonewall Project-PROP  
 Program Code 85051

Appendix Number B-2  
 Page Number 2  
 Fiscal Year 2021-2022  
 Funding Notification Date 01/31/22

	TOTAL		240646-10000-10001681-0003			
Funding Term	7/1/21-6/30/22		7/1/21-6/30/22			
Position Title	FTE	Salaries	FTE	Salaries		
Associate Director, Contingency Managemer	0.50	\$ 46,000	0.50	\$ 46,000		
Counselor I	0.30	\$ 19,800	0.30	\$ 19,800		
PROP Health Educator Asst	0.50	\$ 33,500	0.50	\$ 33,500		
	0.00	\$ -				
<b>Totals:</b>	1.30	\$ 99,300	1.30	\$ 99,300	0.00	\$ -
<b>Employee Benefits:</b>	27.00%	\$ 26,811	27.00%	\$ 26,811	0.00%	0.00%
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 126,111</b>		<b>\$ 126,111</b>	<b>\$ -</b>	<b>\$ -</b>

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011493  
 Program Name SFAF-Stonewall Project-PROP  
 Program Code 85051

Appendix Number B-2  
 Page Number 3  
 Fiscal Year 2021-2022  
 Funding Notification Date 01/31/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003		
<b>Funding Term</b>	7/1/21-6/30/22	7/1/21-6/30/22		
Rent	\$ 11,622	\$ 11,622		
Utilities (telephone, electricity, water, gas)	\$ 1,092	\$ 1,092		
Building Repair/Maintenance	\$ -			
<b>Occupancy Total:</b>	<b>\$ 12,714</b>	<b>\$ 12,714</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 606	\$ 606		
Photocopying	\$ -			
Program Supplies	\$ 24,820	\$ 24,820		
Computer Hardware/Software	\$ -			
<b>Materials &amp; Supplies Total:</b>	<b>\$ 25,426</b>	<b>\$ 25,426</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ -			
Insurance	\$ 608	\$ 608		
Storage	\$ 66	\$ 66		
Equipment Lease & Maintenance	\$ 1,076	\$ 1,076		
<b>General Operating Total:</b>	<b>\$ 1,750</b>	<b>\$ 1,750</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 39,890</b>	<b>\$ 39,890</b>	<b>\$ -</b>	<b>\$ -</b>

Note: Expense Categories (i.e., Occupancy, Materials & Supplies, etc.) may NOT be changed. However, default Expense Line Items may be edit

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

DHCS Legal Entity Number		San Francisco AIDS Foundation			Appendix Number		B-3
Provider Name		San Francisco AIDS Foundation			Page Number		1
Provider Number		388905			Fiscal Year		2021-2022
Contract ID Number		1000011493			Funding Notification Date		01/31/22
Program Name		SFAF-Stonewall Project-MH					
Program Code		38HSOP	38HSOP	38HSOP			
Mode/SFC (MH) or Modality (SUD)		15/01-09	15/10-57, 59	15/70-79			
Service Description		OP-Case Mgt Brokerage	OP-MH Svcs	OP-Crisis Intervention			
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22			
<b>FUNDING USES</b>						<b>TOTAL</b>	
Salaries & Employee Benefits		\$ 8,421	\$ 74,903	\$ 2,135	\$ -	\$ 85,459	
Operating Expenses		\$ 962	\$ 8,462	\$ 192	\$ -	\$ 9,616	
<b>Subtotal Direct Expenses</b>		<b>\$ 9,383</b>	<b>\$ 83,365</b>	<b>\$ 2,327</b>	<b>\$ -</b>	<b>\$ 95,075</b>	
Indirect Expenses		\$ 1,126	\$ 10,004	\$ 279	\$ -	\$ 11,409	
Indirect %		12.0%	12.0%	12.0%	0.0%	12.0%	
<b>TOTAL FUNDING USES</b>		<b>\$ 10,509</b>	<b>\$ 93,369</b>	<b>\$ 2,606</b>	<b>\$ -</b>	<b>\$ 106,484</b>	
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>Dept-Auth-Proj-Activity</b>					
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	\$ 4,061	\$ 36,636	\$ 1,303	\$ -	\$ 42,000	
MH Adult County General Fund	251984-10000-10001792-0001	\$ 6,448	\$ 56,733	\$ 1,303	\$ -	\$ 64,484	
					\$ -	\$ -	
					\$ -	\$ -	
This row left blank for funding sources not in drop-down list					\$ -	\$ -	
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 10,509</b>	<b>\$ 93,369</b>	<b>\$ 2,606</b>	<b>\$ -</b>	<b>\$ 106,484</b>	
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 10,509</b>	<b>\$ 93,369</b>	<b>\$ 2,606</b>	<b>\$ -</b>	<b>\$ 106,484</b>	
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>10,509</b>	<b>93,369</b>	<b>2,606</b>	<b>-</b>	<b>106,484</b>	
<b>BHS UNITS OF SERVICE AND UNIT COST</b>							
SUD Only - Number of Outpatient Group Counseling Sessions							
SUD Only - Licensed Capacity for Narcotic Treatment Programs							
Payment Method		(FFS)	(FFS)	(FFS)			
DPH Units of Service		2,688	18,804	460			
Unit Type		Staff Minute	Staff Minute	Staff Minute	0		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 3.91	\$ 4.97	\$ 5.67	\$ -		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 3.91	\$ 4.97	\$ 5.67	\$ -		
Published Rate (Medi-Cal Providers Only)		\$ 3.91	\$ 4.97	\$ 5.67			
Unduplicated Clients (UDC)		15	15	3	<b>Total UDC</b>		
						15	

**CHECK:** FUNDING USES = FUNDING SOURCES (Should always be ZERO)

0 0 0 0 0

**FORMULA:** DPH UNITS

3.91 4.97 5.67 -



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

Contract ID Number 1000011493  
 Program Name SFAF-Stonewall Project-MH  
 Program Code 38HSOP

Appendix Number B-3  
 Page Number 2  
 Fiscal Year 2021-2022  
 Funding Notification Date 01/31/22

	TOTAL		251984-10000-10001792-0001			
Funding Term	7/1/21-6/30/22		7/1/21-6/30/22			
Position Title	FTE	Salaries	FTE	Salaries		
Assoc Director of Clin Ops	0.16	\$ 15,200	0.16	\$ 15,200		
Counselor I	0.33	\$ 24,090	0.33	\$ 24,090		
Counselor I	0.35	\$ 28,000	0.35	\$ 28,000		
	0.00	\$ -				
<b>Totals:</b>	0.84	\$ 67,290	0.84	\$ 67,290	0.00	\$ -
<b>Employee Benefits:</b>	27.00%	\$ 18,169	27.00%	\$ 18,169	0.00%	0.00%
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 85,459</b>		<b>\$ 85,459</b>	<b>\$ -</b>	<b>\$ -</b>

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

Contract ID Number	1000011493	Appendix Number	B-3
Program Name	SFAF-Stonewall Project-MH	Page Number	3
Program Code	38HSOP	Fiscal Year	2021-2022
		Funding Notification Date	01/31/22

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001		
<b>Funding Term</b>	7/1/21-6/30/22	7/1/21-6/30/22		
Rent	\$ 7,510	\$ 7,510		
Utilities (telephone, electricity, water, gas)	\$ 706	\$ 706		
Building Repair/Maintenance	\$ -			
<b>Occupancy Total:</b>	<b>\$ 8,216</b>	<b>\$ 8,216</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 403	\$ 403		
Photocopying	\$ -	\$ -		
Program Supplies	\$ -			
Computer Hardware/Software	\$ -			
<b>Materials &amp; Supplies Total:</b>	<b>\$ 403</b>	<b>\$ 403</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ -			
Insurance	\$ 438	\$ 438		
Storage: Client Records	\$ 55	\$ 55		
Permits	\$ -			
Equipment Lease & Maintenance	\$ 504	\$ 504		
<b>General Operating Total:</b>	<b>\$ 997</b>	<b>\$ 997</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ -			
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
<b>Staff Travel Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -			
	\$ -			
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	\$ -			
	\$ -			
<b>Other Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 9,616</b>	<b>\$ 9,616</b>	<b>\$ -</b>	<b>\$ -</b>

Note: Expense Categories (i.e., Occupancy, Materials & Supplies, etc.) may NOT be changed. However, default Expense Line Items may be ed



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

Contract ID Number 1000011493  
 Program Name SFAF - Stonewall Project-PROP4All  
 Program Code 85051

Appendix Number B-4  
 Page Number 12  
 Fiscal Year 2021-2022  
 Funding Notification Date 01/31/22

	TOTAL		240646-21531-10037398-0001			
Funding Term	1/1/22-6/30/22		1/1/22-6/30/22			
Position Title	FTE	Salaries	FTE	Salaries		
PROP Coordinator	0.33	\$ 26,667	0.33	\$ 26,667		
Counselor I	0.33	\$ 22,233	0.33	\$ 22,233		
Counselor I	0.33	\$ 22,233	0.33	\$ 22,233		
Health Educator I	0.33	\$ 19,366	0.33	\$ 19,366		
Health Educator I	0.33	\$ 19,366	0.33	\$ 19,366		
Health Educator I	0.33	\$ 19,367	0.33	\$ 19,367		
Health Educator I	0.33	\$ 19,367	0.33	\$ 19,367		
Health Educator I	0.33	\$ 19,367	0.33	\$ 19,367		
Registered Nurse	0.33	\$ 33,333	0.33	\$ 33,333		
Chief Program Officer	0.03	\$ 6,250	0.03	\$ 6,250		
VP, Program Operations	0.05	\$ 8,500	0.05	\$ 8,500		
Director of SAS	0.13	\$ 17,063	0.13	\$ 17,063		
Director of Stonewall	0.08	\$ 11,363	0.08	\$ 11,363		
Director, Govt Contracts & Eval	0.10	\$ 11,350	0.10	\$ 11,350		
Data Analyst	0.28	\$ 28,738	0.28	\$ 28,738		
Director, Clinical Services	0.08	\$ 13,300	0.08	\$ 13,300		
Data Manager	0.15	\$ 10,008	0.15	\$ 10,008		
Manager, IT & OS	0.05	\$ 7,200	0.05	\$ 7,200		
<b>Totals:</b>	3.93	\$ 315,071	3.93	\$ 315,071	0.00	\$ -
<b>Employee Benefits:</b>	27.00%	\$ 85,069	27.00%	\$ 85,069	0.00%	0.00%
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 400,140.00</b>		<b>\$ 400,140.00</b>	<b>\$ -</b>	<b>\$ -</b>

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

Contract ID Number 1000011493

Program Name SFAF - Stonewall Project-PROP4All

Program Code 85051

Appendix Number B-4

Page Number 13

Fiscal Year 2021-2022

Funding Notification Date 01/31/22

Expense Categories & Line Items	TOTAL	240646-21531-10037398-0001		
<b>Funding Term</b>	1/1/22-6/30/22	1/1/22-6/30/22		
Rent	\$ 42,455	\$ 42,455		
Utilities (telephone, electricity, water, gas)	\$ 3,557	\$ 3,557		
Building Repair/Maintenance	\$ -			
<b>Occupancy Total:</b>	<b>\$ 46,012</b>	<b>\$ 46,012</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 1,555	\$ 1,555		
Photocopying	\$ -			
Program Supplies				
Computer Hardware/Software	\$ 20,000	\$ 20,000		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 21,555</b>	<b>\$ 21,555</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 5,000	\$ 5,000		
Insurance	\$ 1,885	\$ 1,885		
Storage: Client Records	\$ 259	\$ 259		
Professional License	\$ -			
Permits	\$ -			
Equipment Lease & Maintenance	\$ 3,298	\$ 3,298		
<b>General Operating Total:</b>	<b>\$ 10,442</b>	<b>\$ 10,442</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ 505	\$ 505		
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
<b>Staff Travel Total:</b>	<b>\$ 505</b>	<b>\$ 505</b>	<b>\$ -</b>	<b>\$ -</b>
Kevin Khamarko (dba Data Clever Consulting) Evaluation Consultant - (\$150/hr x ~218 hrs/term = \$32,750; \$25 incentives x ~90 participants = \$2,250); Total = \$35,000	\$ 35,000	\$ 35,000		
<b>Consultant/Subcontractor Total:</b>	<b>\$ 35,000</b>	<b>\$ 35,000</b>	<b>\$ -</b>	<b>\$ -</b>
Urine Screening	\$ 8,750	\$ 8,750		
Staff Recruiting Cost	\$ 25,400	\$ 25,400		
Materials Creation	\$ 1,750	\$ 1,750		
	\$ -			
<b>Other Total:</b>	<b>\$ 35,900</b>	<b>\$ 35,900</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 149,414</b>	<b>\$ 149,414</b>	<b>\$ -</b>	<b>\$ -</b>

Note: Expense Categories (i.e., Occupancy, Materials & Supplies, etc.) may NOT be changed. However, default Expense Line Items may be edit

**Appendix B - DPH 6: Contract-Wide Indirect Detail**Contractor Name San Francisco AIDS Foundation Page Number 14Contract ID Number 1000011493 Fiscal Year 2021-2022Funding Notification Date 1/31/2022**1. SALARIES & EMPLOYEE BENEFITS**

Position Title	FTE	Amount
Chief Executive Officer	0.03	\$ 14,012
Chief Financial Officer	0.03	\$ 9,423
Controller	0.03	\$ 7,351
Assistant Controller	0.03	\$ 5,199
Senior Accountant	0.03	\$ 3,737
Accounts Payable Accountant	0.03	\$ 2,924
Budget Director	0.03	\$ 7,351
Budget Analyst	0.03	\$ 3,737
Budget Analyst	0.03	\$ 3,249
Director, Govt Contracts	0.03	\$ 6,153
Dir Facilities	0.03	\$ 4,102
Facilities Manager	0.03	\$ 3,542
Office Services Coordinator	0.03	\$ 2,518
Facilities Coordinator	0.03	\$ 2,924
IT Director	0.03	\$ 7,311
Information Systems Manager	0.03	\$ 5,889
IT Desktop Associate	0.03	\$ 2,924
IT Desktop Associate	0.03	\$ 4,062
Chief Talent Culture Officer	0.03	\$ 9,423
HR. Director	0.03	\$ 6,539
HR Generalist	0.03	\$ 3,452
HR Coordinator	0.03	\$ 2,884
	Subtotal:	0.66 \$ 118,705.00
	Employee Benefits:	27.0% \$ 32,050.35
	<b>Total Salaries and Employee Benefits:</b>	<b>\$ 150,755.00</b>

**2. OPERATING COSTS**

Expenses (Use expense account name in the ledger.)	Amount
Audit (Approx 20% of total cost)	\$ 10,560.00
Rent (waiting rooms and counseling rooms)	\$ 7,363.00
Security services (evening security, building lobby)	\$ 9,844.00
<b>Total Operating Costs</b>	<b>\$ 27,767.00</b>
<b>Total Indirect Costs</b>	<b>\$ 178,522.00</b>

Total Indirect from DPH 1: \$ 178,522.00

**Appendix F**  
**Invoice**

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

Appendix F  
PAGE A

Contract ID#  
1000011493

INVOICE NUMBER: M02JL21

**Contractor : San Francisco AIDS Foundation**

Template Version: Amend1

Address: 1035 Market Street, San Francisco, CA 94103



User Cd

Tel No.: (415) 487-8042

Ct. PO No.: POHM SFGOV-0000554514

Fax No.: (415)

Fund Source: MH Adult Fed/ MH Adult County GF

Funding Term : 07/01/2021 - 06/30/2022

Invoice Period : July 2021

Final Invoice:  (Check if Yes)

PHP Division: Behavioral Health Services

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

\*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
<b>B-3 SFAF Stonewall Project MH PC# - 38HSOP 251984-10000-10001792-0001</b>												
15/ 01 - 09 OP - Case Mgt Brokerage	2,688				\$ 3.91	\$ -	0.00		0.00%			2,688.00
15/ 10 - 57, 59 OP - MH Svcs	18,804				\$ 4.97	\$ -	0.00		0.00%			18,804.00
15/ 70 - 79 OP - Crisis Intervention	460				\$ 5.67	\$ -	0.00		0.00%			460.00
<b>TOTAL</b>	<b>21,952</b>		<b>0.00</b>				<b>0.00</b>		<b>0.00%</b>			<b>21,952.00</b>
	<b>Budget Amount</b>				<b>\$ 106,484.00</b>			<b>Expenses To Date</b>	<b>% of Budget</b>			<b>Remaining Budget</b>
								<b>\$ -</b>	<b>0.00%</b>			<b>\$ 106,484.00</b>
					<b>SUBTOTAL AMOUNT DUE</b>	<b>\$ -</b>	NOTES:					
					<b>Less: Initial Payment Recovery</b>							
					<b>(For DPH Use) Other Adjustments</b>							
					<b>NET REIMBURSEMENT</b>	<b>\$ -</b>						

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: \_\_\_\_\_

<b>Send to:</b>
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103
<b>Or email to:</b>
<a href="mailto:cbhsinvoices@sfdph.org">cbhsinvoices@sfdph.org</a>

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#  
1000011493

**Contractor : San Francisco AIDS Foundation**

Address: 1035 Market Street, San Francisco, CA 94103

Tel No.: (415) 487-8042

Funding Term : 07/01/2021 - 06/30/2022

PHP Division: Behavioral Health Services

**BHS**

INVOICE NUMBER: S01JL21  
 Template Version: Amend1  
 User Cd  
 Ct. PO No.: POHM SFGOV-0000554514  
 Fund Source: SUD Fed/State DMC/ County GF  
 Invoice Period : July 2021  
 Final Invoice: (Check if Yes)

<b>Unduplicated Clients for Exhibit:</b>	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL UOS	Remaining Deliverables Exhibit UDC
--	------------------------------	-----------------------------------	-------------------------------	----------------	------------------------------------

\*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
<b>B-1 SFAF - Stonewall Project - SUD- PC# 89051 240646-10000-10001681-0003</b>												
ODS -91 ODS Group Counseling	3,700				\$ 80.17	\$ -	0.000		0.00%			3,700.000
ODS -92 ODS Individual Counseling	7,088				\$ 58.97	\$ -	0.000		0.00%			7,088.000
ODS-93 ODS Case Management	760				\$ 57.54	\$ -	0.000		0.00%			760.000
<b>TOTAL</b>	<b>11,548</b>		<b>0.000</b>				<b>0.000</b>		<b>0.00%</b>			<b>11,548.000</b>
<b>Budget Amount</b>					<b>\$ 758,327.00</b>		<b>Expenses To Date</b>		<b>% of Budget</b>			<b>Remaining Budget</b>
							<b>\$ -</b>		<b>0.00%</b>			<b>\$ 758,327.00</b>

**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: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

**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#  
1000011493

Contractor : San Francisco AIDS Foundation  
Address: 1035 Market Street, San Francisco, CA 94103  
Tel. No.: (415) 487-8042  
Fax No.: (415)



INVOICE NUMBER: S02JA22  
Template Version: Amend1  
User Cd  
CT. PO No.: POHM SFGOV-0000554514  
Fund Source: County Prop C Homeless Services  
Invoice Period: January 2022  
Final Invoice: (Check if Yes)

Funding Term: 01/01/2022 - 06/30/2022  
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>B-4 SFAF - Stonewall Project-PROP4All</b>	<b>240646-21531-10037491-0001</b>											
SecPrev-19 - SA-Sec Prev Outreach	1,800	50	-	-	-	-	0%	0%	1,800	50	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 315,071.00	\$ -	\$ -	0.00%	\$ 315,071.00
Fringe Benefits	\$ 85,069.00	\$ -	\$ -	0.00%	\$ 85,069.00
<b>Total Personnel Expenses</b>	<b>\$ 400,140.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 400,140.00</b>
<b>Operating Expenses:</b>					
Occupancy	\$ 46,012.00	\$ -	\$ -	0.00%	\$ 46,012.00
Materials and Supplies	\$ 21,555.00	\$ -	\$ -	0.00%	\$ 21,555.00
General Operating	\$ 10,442.00	\$ -	\$ -	0.00%	\$ 10,442.00
Staff Travel	\$ 505.00	\$ -	\$ -	0.00%	\$ 505.00
Consultant/Subcontractor	\$ 35,000.00	\$ -	\$ -	0.00%	\$ 35,000.00
Other: Urine Screening	\$ 8,750.00	\$ -	\$ -	0.00%	\$ 8,750.00
Staff Recruiting Cost	\$ 25,400.00	\$ -	\$ -	0.00%	\$ 25,400.00
Materials Creation	\$ 1,750.00	\$ -	\$ -	0.00%	\$ 1,750.00
<b>Total Operating Expenses</b>	<b>\$ 149,414.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 149,414.00</b>
<b>Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 549,554.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 549,554.00</b>
<b>Indirect Expenses</b>	<b>\$ 65,946.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 65,946.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 615,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 615,500.00</b>
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		<b>\$ -</b>			

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#  
1000011493

Invoice Number  
S02JA22

User Cd  
CT PO No.

Contractor : San Francisco AIDS Foundation

Tel. No.:

**DETAIL PERSONNEL EXPENDITURES**

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
PROP Coordinator	0.33	\$ 26,667.00	\$ -	\$ -	0.00%	\$ 26,667.00
Counselor I	0.33	\$ 22,233.00	\$ -	\$ -	0.00%	\$ 22,233.00
Counselor I	0.33	\$ 22,233.00	\$ -	\$ -	0.00%	\$ 22,233.00
Health Educator I	0.33	\$ 19,366.00	\$ -	\$ -	0.00%	\$ 19,366.00
Health Educator I	0.33	\$ 19,366.00	\$ -	\$ -	0.00%	\$ 19,366.00
Health Educator I	0.33	\$ 19,367.00	\$ -	\$ -	0.00%	\$ 19,367.00
Health Educator I	0.33	\$ 19,367.00	\$ -	\$ -	0.00%	\$ 19,367.00
Health Educator I	0.33	\$ 19,367.00	\$ -	\$ -	0.00%	\$ 19,367.00
Registered Nurse	0.33	\$ 33,333.00	\$ -	\$ -	0.00%	\$ 33,333.00
Chief Program Officer	0.03	\$ 6,250.00	\$ -	\$ -	0.00%	\$ 6,250.00
VP, Program Operations	0.05	\$ 8,500.00	\$ -	\$ -	0.00%	\$ 8,500.00
Director of SAS	0.13	\$ 17,063.00	\$ -	\$ -	0.00%	\$ 17,063.00
Director of Stonewall	0.08	\$ 11,363.00	\$ -	\$ -	0.00%	\$ 11,363.00
Director, Govt Contracts & Eval	0.10	\$ 11,350.00	\$ -	\$ -	0.00%	\$ 11,350.00
Data Analyst	0.28	\$ 28,738.00	\$ -	\$ -	0.00%	\$ 28,738.00
Director, Clinical Services	0.08	\$ 13,300.00	\$ -	\$ -	0.00%	\$ 13,300.00
Data Manager	0.15	\$ 10,008.00	\$ -	\$ -	0.00%	\$ 10,008.00
Manager, IT & OS	0.05	\$ 7,200.00	\$ -	\$ -	0.00%	\$ 7,200.00
<b>TOTAL SALARIES</b>	<b>3.93</b>	<b>\$ 315,071.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 315,071.00</b>

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: \_\_\_\_\_



**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](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

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

- **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](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](mailto: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**

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

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

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

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

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

### **DOCUMENTS INCORPORATED BY REFERENCE**

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

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

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

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

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

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

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

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

Document 1J(b): DMC Audit Appeals Process

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

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

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

[http://www.dhcs.ca.gov/provgovpart/Pages/Facility\\_Certification.aspx](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](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](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](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](http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf)

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

Document 3J: CalOMS Treatment Data Collection Guide  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_Tx\\_Data\\_Collection\\_Guide\\_JAN%202014.pdf](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](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx)

Document 3S CalOMS Treatment Data Compliance Standards

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

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

Document 5A : Confidentiality Agreement

## **Drug Medi-Cal organized Delivery System**

### **Program Specifications**

#### **Provider Specifications**

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

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

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

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

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

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

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

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

### **Services for Adolescents and Youth**

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

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

### **Level of Care**

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

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

### **Organized Delivery System (ODS) Timely Coverage**

#### **Non-Discrimination - Member Discrimination Prohibition**

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

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

e. The Americans with Disabilities Act.

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

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

All beneficiaries shall meet the following medical necessity criteria:

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

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

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

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

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

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

## **Covered Services**

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

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

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

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

- a. The prevention, diagnosis, and treatment of health impairments.
- b. The ability to achieve age-appropriate growth and development.
- c. The ability to attain, maintain, or regain functional capacity.

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

## **General Provisions**

### **Standard Contract Requirements (42 CFR §438.3).**

Inspection and audit of records and access to facilities.

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

### **DMC Certification and Enrollment**

1. DHCS certifies eligible providers to participate in the DMC program.
2. Providers of services are required to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contract providers must comply with the following regulations and guidelines:
  - i. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8
  - ii. Title 22, Section 51490.1(a)
  - iii. Exhibit A, Attachment I, Article III.PP – Requirements for Services

- iv. Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq
- v. Title 22, Division 3, Chapter 3, sections 51000 et. Seq
- 3. In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.
- 4. BHS shall notify Provider Enrollment Division (PED) of an addition or change of information in a providers pending DMC certification application within 35 days of receiving notification from the provider.
- 5. Contractors are responsible for ensuring that any reduction of covered services or relocations are not implemented until the approval is issued by DHCS. Contracts must notify BHS with an intent to reduce covered services or relocate. BHS has 35 days of receiving notification of a provider's intent to reduce covered services or relocate to submit, or require the provider to submit, a DMC certification application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
- 6. BHS ensures that a new DMC certification application is submitted to PED reflecting changes of ownership or address.
- 7. BHS shall notify DHCS PED by e-mail at [DHCSDMCRecert@dhcs.ca.gov](mailto:DHCSDMCRecert@dhcs.ca.gov) within two business days of learning that a subcontractor's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS.
  - a. A provider's certification to participate in the DMC program shall automatically terminate in the event that the provider, or its owners, officers or directors are convicted of Medical fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

### **Continued Certification**

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

### **Laboratory Testing Requirements**

- 1. 42 CFR Part 493 sets forth the conditions that all laboratories shall meet to be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). Except as specified in paragraph (2) of this section, a laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:
  - i. Has a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for PPM procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory; or
  - ii. Is CLIA-exempt.

2. These rules do not apply to components or functions of:

- i. Any facility or component of a facility that only performs testing for forensic purposes;
- ii. Research laboratories that test human specimens but do not report patient specific results for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of individual patients; or
- iii. Laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), in which drug testing is performed which meets SAMHSA guidelines and regulations. However, all other testing conducted by a SAMHSA-certified laboratory is subject to this rule.

3. Laboratories under the jurisdiction of an agency of the Federal Government are subject to the rules of 42 CFR 493, except that the Secretary may modify the application of such requirements as appropriate.

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

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

**Early Intervention (ASAM Level 0.5)**

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

**Outpatient Services (ASAM Level 1.0)**

1. Outpatient services consist of up to nine hours per week of medically necessary services for adults and less than six hours per week of services for adolescents. Group size is limited to no less than two (2) and no more than twelve (12) beneficiaries.

2. Outpatient services includes: assessment, treatment planning, individual counseling, group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, and discharge planning and coordination.

3. Services may be provided in-person, by telephone, or by telehealth, and in any appropriate setting in the community.

### **Intensive Outpatient Services (ASAM Level 2.1)**

1. Intensive outpatient services involves structured programming provided to beneficiaries as medically necessary for a minimum of nine hours and a maximum of 19 hours per week for adult perinatal and non-perinatal beneficiaries. Adolescents are provided a minimum of six and a maximum of 19 hours per week. Group size is limited to no less than two (2) and no more than twelve (12) beneficiaries.

i. The contractor-operated and subcontracted DMC-ODS providers may provide more than 19 hours per week to adults when determined by a Medical Director or an LPHA to be medical necessary, and in accordance with the individualized treatment plan.

ii. The contractor-operated and subcontracted DMC-ODS providers may extend a beneficiary's length of treatment when determined by a Medical Director or an LPHA to be medically necessary, and in accordance with the individualized treatment plan.

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

### **Residential Treatment Services**

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

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

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

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

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

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

### **Case Management**



1. Case management services are defined as a service that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services.
2. The Contractor shall ensure that case management services focus on coordination of SUD care, integration around primary care especially for beneficiaries with a chronic substance use disorder, and interaction with the criminal justice system, if needed.
4. Case management services may be provided by an LPHA or a registered or certified counselor.
5. The Contractor shall coordinate a system of case management services with physical and/or mental health in order to ensure appropriate level of care.
6. Case management services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

### **Physician Consultation Services**

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

### **Recovery Services**

1. Recovery services may be delivered concurrently with other DMC-ODS services and levels of care as clinically appropriate. Beneficiaries without a remission diagnosis may also receive recovery services and do not need to be abstinent from drugs for any specified period of time. The service components of recovery services are:
  - a. Individual and/or group outpatient counseling services;
  - b. Recovery Monitoring: Recovery coaching and monitoring delivered in-person, by synchronous telehealth, or by telephone/audio-only;
  - c. Relapse Prevention: Relapse prevention, including attendance in alumni groups and recovery focused events/activities;
  - d. Education and Job Skills: Linkages to life skill services and supports, employment services, job training, and education services;
  - e. Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
  - f. Support Groups: Linkages to self-help and support services, spiritual and faith based support;

- g. Ancillary Services: Linkages to housing assistance, transportation, case management, and other individual services coordination.
- 2. Beneficiaries may receive recovery services based on a self-assessment or provider assessment of relapse risk. Beneficiaries receiving MAT, including Narcotic (Opioid) Treatment Program services, may receive recovery services. Beneficiaries may receive recovery services immediately after incarceration regardless of whether or not they received SUD treatment during incarceration. Recovery services may be provided in-person, by synchronous telehealth, or by telephone/audio-only. Recovery services may be provided in the home or the community.
- 3. Recovery services shall be utilized when the beneficiary is triggered, when the beneficiary has relapsed, or simply as a preventative measure to prevent relapse. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, the Contractor shall provide beneficiaries with recovery services.
- 4. Additionally, the Contractor shall:
  - i. Provide recovery services to beneficiaries as medically necessary.
  - ii. Provide beneficiaries with access to recovery services after completing their course of treatment.

#### **Withdrawal Management**

- 1. If providing Withdrawal Management, the Contractor shall ensure that all beneficiaries receiving both residential services and WM services are monitored during the detoxification process.
- 2. The Contractor shall provide medically necessary habilitative and rehabilitative services in accordance with an individualized treatment plan prescribed by a licensed physician or licensed prescriber.

#### **Voluntary Termination of DMC-ODS Services**

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

#### **Nullification of DMC-ODS Services**

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

#### **Hatch Act**

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

#### **No Unlawful Use or Unlawful Use Messages Regarding Drugs**

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

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

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

#### **Health Insurance Portability and Accountability Act (HIPAA) of 1996**

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

#### **Trading Partner Requirements**

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

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

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

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

#### **Counselor Certification**

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

### **Cultural and Linguistic Proficiency**

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

### **Trafficking Victims Protection Act of 2000**

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

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

### **Youth Treatment Guidelines**

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

### **Nondiscrimination in Employment and Services**

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

Federal Law Requirements:

- i. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- ii. Title IX of the Education Amendments of 1972 (regarding education and programs and activities), if applicable.
- iii. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- iv. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- v. Age Discrimination in Employment Act (29 CFR Part 1625).
- vi. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- vii. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

- viii. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- ix. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- x. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- xi. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- xii. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- xiii. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

State Law Requirements:

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

**Investigations and Confidentiality of Administrative Actions**

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

**Beneficiary Problem Resolution Process**

Contractors should follow the BHS problem resolution processes which include:

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

**Contract**

Provider contracts shall:

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

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

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

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

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

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

- i. Culturally Competent Services: Providers are responsible to provide culturally competent services. Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services shall be available for beneficiaries, as needed.
- ii. Medication Assisted Treatment: Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.
- iii. Evidence Based Practices (EBPs): Providers will implement at least two of the following EBPs based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. The Contractor will ensure the providers have implemented EBPs. The state will monitor the implementation and regular training of EBPs to staff during reviews. The required EBPs include:
  - a. Motivational Interviewing: A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.
  - b. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

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

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

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

### **Contractor Monitoring**

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

### **State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews**

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

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

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

Be documented on the DHCS CAP template.

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

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

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

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

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

## **Reporting Requirements**

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

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

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

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

### **Drug and Alcohol Treatment Access Report (DATAR)**

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

## **Training**

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

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

## **Record Retention**

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

## **Subcontract Termination**



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

### **Control Requirements**

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

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

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

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

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

### **Performance Requirements**

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

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

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

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

g. Needs of persons with a disability.

### **Requirements for Services Confidentiality**

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

### **Perinatal Services.**

i. Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.

ii. Perinatal services shall include:

a. Mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792).

b. Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).

c. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant.

d. Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).

iii. Medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy shall be maintained in the beneficiary record.

iv. Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to this Agreement as Document 1G, incorporated by reference. The Contractor shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Agreement shall not require a formal amendment.

### **Naltrexone Treatment Services**

For each beneficiary, all of the following shall apply:

a. The provider shall confirm and document that the beneficiary meets all of the following conditions: i. Has a documented history of opiate addiction. ii. Is at least 18 years of age.

iii. Has been opiate free for a period of time to be determined by a physician based on the physician's clinical judgment. The provider shall administer a body specimen test to confirm the opiate free status of the beneficiary.

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

### **Substance Use Disorder Medical Director**

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

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

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

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

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

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

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

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

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

### **Provider Personnel**

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

a. Application for employment and/or resume

b. Signed employment confirmation statement/duty statement

c. Job description

d. Performance evaluations

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

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

- g. Training documentation relative to substance use disorders and treatment
- h. Current registration, certification, intern status, or licensure
- i. Proof of continuing education required by licensing or certifying agency and program
- j. Provider's Code of Conduct.
  - ii. Job descriptions shall be developed, revised as needed, and approved by the provider's governing body.

The job descriptions shall include:

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

f. Supervision

g. Evaluation

h. Protection of beneficiary confidentiality

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

#### Beneficiary Admission

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

a. DSM diagnosis

b. Use of alcohol/drugs of abuse

c. Physical health status

d. Documentation of social and psychological problems.

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

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

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

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

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

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

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

b. Complaint process and grievance procedures.

c. Appeal process for involuntary discharge.

d. Program rules and expectations.

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

- a. Establish written procedures, which protect against the falsification and/or contamination of any urine sample.
- b. Document urinalysis results in the beneficiary's file.

### **Assessment**

- i. The provider shall ensure a counselor or LPHA completes a personal, medical, and substance use history for each beneficiary upon admission to treatment.
  - a. Assessment for all beneficiaries shall include at a minimum:
    - i. Drug/Alcohol use history
    - ii. Medical history
    - iii. Family history
    - iv. Psychiatric/psychological history
    - v. Social/recreational history
    - vi. Financial status/history
    - vii. Educational history
    - viii. Employment history
    - ix. Criminal history, legal status, and
    - x. Previous SUD treatment history
  - b. The Medical Director or LPHA shall review each beneficiary's personal, medical, and substance use history if completed by a counselor within 30 calendar days of each beneficiary's admission to treatment date.

### **Beneficiary Record**

- i. In addition to the requirements of 22 CCR § 51476(a), the provider shall:
  - a. Establish, maintain, and update as necessary, an individual beneficiary record for each beneficiary admitted to treatment and receiving services.
  - b. Each beneficiary's individual beneficiary record shall include documentation of personal information.
  - c. Documentation of personal information shall include all of the following:
    - i. Information specifying the beneficiary's identifier (i.e., name, number).
    - ii. Date of beneficiary's birth, the beneficiary's sex, race and/or ethnic background, beneficiary's address and telephone number, and beneficiary's next of kin or emergency contact.
  - ii. Documentation of treatment episode information shall include documentation of all activities, services, sessions, and assessments, including, but not limited to all of the following:
    - a. Intake and admission data including, a physical examination, if applicable.

- b. Treatment plans.
- c. Progress notes.
- d. Continuing services justifications.
- e. Laboratory test orders and results.
- f. Referrals.
- g. Discharge plan.
- h. Discharge summary.
- i. Contractor authorizations for Residential Services.
- j. Any other information relating to the treatment services rendered to the beneficiary.

#### **Diagnosis Requirements**

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

#### **Physical Examination Requirements**

- i. If a beneficiary had a physical examination within the twelve-month period prior to the beneficiary's admission to treatment date, the physician or registered nurse practitioner or physician's assistant (physician extenders) shall review documentation of the beneficiary's most recent physical examination within 30 calendar days of the beneficiary's admission to treatment date.
  - a. If a provider is unable to obtain documentation of a beneficiary's most recent physical examination, the provider shall describe the efforts made to obtain this documentation in the beneficiary's individual patient record.
  - ii. As an alternative to complying with paragraph (i) above or in addition to complying with paragraph (i) above, the physician or physician extender may perform a physical examination of the beneficiary within 30 calendar days of the beneficiary's admission to treatment date.

iii. If the physician or a physician extender, has not reviewed the documentation of the beneficiary's physical examination as provided for in paragraph (i), or the provider does not perform a physical examination of the beneficiary as provided for in paragraph (ii), then the LPHA or counselor shall include in the beneficiary's initial and updated treatment plans the goal of obtaining a physical examination, until this goal has been met and the physician has reviewed the physical examination results. The physician shall type or legibly print their name, sign, and date documentation to support they have reviewed the physical examination results. The signature shall be adjacent to the typed or legibly printed name.

### **Treatment Plan**

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

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

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

1. A statement of problems identified through the ASAM, other assessment tool(s) or intake documentation.
2. Goals to be reached which address each problem.
3. Action steps that will be taken by the provider and/or beneficiary to accomplish identified goals. 4. Target dates for the accomplishment of action steps and goals.
5. A description of the services, including the type of counseling, to be provided and the frequency thereof.
6. The assignment of a primary therapist or counselor.
7. The beneficiary's diagnosis as documented by the Medical Director or LPHA.
8. If a beneficiary has not had a physical examination within the 12-month period prior to the beneficiary's admission to treatment date, a goal that the beneficiary have a physical examination.
9. If documentation of a beneficiary's physical examination, which was performed during the prior 12 months, indicates a beneficiary has a significant medical illness, a goal that the beneficiary obtain appropriate treatment for the illness. b. The provider shall ensure that the initial treatment plan meets all of the following requirements:
  - i. The LPHA or counselor shall complete, type or legibly print their name, and sign and date the initial treatment plan within 30 calendar days of the admission to treatment date. The signature shall be adjacent to the typed or legibly printed name.
  - ii. The beneficiary shall review, approve, type, or legibly print their name, sign and date the initial treatment plan, indicating whether the beneficiary participated in preparation of the plan, within 30 calendar days of the admission to treatment date.



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

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

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

a. The LPHA or counselor shall complete, type, or legibly print their name, sign and date the updated treatment plan no later than 90 calendar days after signing the initial treatment plan, and no later than every 90 calendar days thereafter, or when there is a change in treatment modality or significant event, whichever comes first. The signature shall be adjacent to the typed or legibly printed name. The updated treatment plan shall be updated to reflect the current treatment needs of the beneficiary.

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

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

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

### **Sign-in Sheet**

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

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

b. The date of the counseling session.

c. The topic of the counseling session.

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

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

### **Progress Notes**

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

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

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

2. A description of the beneficiary's progress on the treatment plan problems, goals, action steps, objectives, and/or referrals.

3. Information on the beneficiary's attendance, including the date, start and end times of each individual and group counseling session or treatment service.

4. Identify if services were provided in person, by telephone, or by telehealth.

5. If services were provided in the community, identify the location and how the provider ensured confidentiality.

b. For intensive outpatient services and residential treatment services, the LPHA or counselor shall record, at a minimum, one progress note, per calendar week, for each beneficiary participating in structured activities including counseling sessions or other treatment services.

i. The LPHA or counselor shall type or legibly print their name, and sign and date progress notes within the following calendar week. The signature shall be adjacent to the typed or legibly printed name. I

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

1. A description of the beneficiary's progress on the treatment plan, problems, goals, action steps, objectives, and/or referrals.

2. A record of the beneficiary's attendance at each counseling session including the date, start and end times and topic of the counseling session.

3. Identify if services were provided in-person, by telephone, or by telehealth.

4. If services were provided in the community, identify the location and how the provider ensured confidentiality.

c. For each beneficiary provided case management services, the LPHA or counselor who provided the treatment service shall record a progress note. i. The LPHA or counselor shall type or legibly print their name, and sign and date the progress note within seven calendar days of the case management service. The signature shall be adjacent to the typed or legibly printed name. ii. Progress notes shall include all of the following:

1. Beneficiary's name.
2. The purpose of the service.
3. A description of how the service relates to the beneficiary's treatment plan problems, goals, action steps, objectives, and/or referrals.
4. Date, start and end times of each service.
5. Identify if services were provided in-person, by telephone, or by telehealth.
6. If services were provided in the community, identify the location and how the provider ensured confidentiality.

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

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

1. Beneficiary's name.
2. The purpose of the service.
3. Date, start and end times of each service. 4. Identify if services were provided face-to-face, by telephone or by telehealth.

### **Continuing Services**

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

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

ii. For each beneficiary, no sooner than five months and no later than six months after the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services, the Medical Director or LPHA shall determine medical necessity for continued services for the

beneficiary. The determination of medical necessity shall be documented by the Medical Director or LPHA in the beneficiary's individual patient record and shall include documentation that all of the following have been considered:

1. The beneficiary's personal, medical and substance use history.
2. Documentation of the beneficiary's most recent physical examination.
3. The beneficiary's progress notes and treatment plan goals.
4. The LPHA's or counselor's recommendation pursuant to Paragraph (i) above.
5. The beneficiary's prognosis.

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

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

#### **Discharge**

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

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

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

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

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

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

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

i. The duration of the beneficiary's treatment as determined by the dates of admission to and discharge from treatment.

ii. The reason for discharge.

iii. A narrative summary of the treatment episode.

iv. The beneficiary's prognosis.

### **Reimbursement of Documentation**

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

a. The date the progress note was completed.

b. The start and end time of the documentation of the progress note.

ii. Documentation activities shall be billed as a part of the covered service unit.

### **Substance Abuse Block Grant**

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

#### **Federal Award Subrecipient**

1. The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This Contract is a subaward of the federal award to DHCS, then to the San Francisco Department of Public Health.

2. Contractor is a subrecipient and subject to all applicable administrative requirements, cost principles, and audit requirements that govern federal monies associated with the SABG set forth in the Uniform Guidance 2 CFR Part 200, as codified by the U.S. Department of Health and Human Services (HHS) at 45 CFR Part 75. 3.

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

**DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions: a) Publish a

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

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

**CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

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

**SWEATFREE CODE OF CONDUCT:** a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website and

Public Contract Code Section 6108. b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a). DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

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

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

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

### **Section 1 – Control Requirements**

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

- a) HSC, Division 10.5, Part 2 commencing with Section 11760.
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000.
- c) Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7.
- d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.

e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.

f) Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.

g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.

h) Title 42, CFR, Sections 8.1 through 8.6.

i) Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

j) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.

k) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

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

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

## **Section 2 – General Provisions**

A. Restrictions on Salaries Contractor agrees that no part of any federal funds provided under this Contract shall be used to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at [https://grants.nih.gov/grants/policy/salcap\\_summary.htm](https://grants.nih.gov/grants/policy/salcap_summary.htm). SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual’s actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual’s salary that was paid with SABG funds (Reference: Terms and Conditions of the SABG award).

### **B. Primary Prevention**

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



Prevention Set-Aside funds on primary prevention as described in the SABG requirements (45 CFR 96.124).

C. Friday Night Live

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

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

D. Perinatal Practice Guidelines

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

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

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

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

**Section 3 - Performance Provisions**

A. Monitoring

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

c) Whether the Contractor is abiding by the terms of the Perinatal Practice Guidelines.

**B. Performance Requirements**

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

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

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

**Part II – General**

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

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

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

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

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

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

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

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

#### 1. Trading Partner Requirements

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

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

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

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

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

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

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

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

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

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

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

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

L. Intravenous Drug Use (IVDU) Treatment Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e))).

M. Tuberculosis Treatment Contractor shall ensure the following related to Tuberculosis (TB):

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

N. Trafficking Victims Protection Act of 2000 Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

O. Tribal Communities and Organizations Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

P. Participation of County Behavioral Health Director's Association of California. The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services. The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

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

S. Byrd Anti-Lobbying Amendment (31 USC 1352) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other

award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

U. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

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

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

**W. Additional Contract Restrictions**

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

**X. Information Access for Individuals with Limited English Proficiency**

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

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

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

(4) The Provider must comply with Contractor's standards for timely access to care and services, taking into account the urgency of the need for services:

(e) Provider must complete Timely Access Log for all initial requests of services.

(f) Provider must offer outpatient services within 10 business days of request date (if outpatient provider).

(g) Provider must offer Opioid Treatment Services (OTP) services within 3 business days of request date (if OTP provider).

(h) Provider must offer regular hours of operation.

(5) The Contractor will establish mechanisms to ensure compliance by provider and monitor regularly.

(6) If the Provider fails to comply, the Contractor will take corrective action.

## DOCUMENTS INCORPORATED BY REFERENCE

All SABG documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:

<https://www.dhcs.ca.gov/provgovpart/Pages/SAPT-Block-Grant-Contracts.aspx>

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements <https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>

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

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

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

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

Document 1G: Perinatal Practice Guidelines FY 2018-19

[https://www.dhcs.ca.gov/individuals/Documents/Perinatal\\_Practice\\_Guidelines\\_FY1819.pdf](https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf)

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

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

Document 1P: Alcohol and/or Other Drug Program Certification Standards (May 1, 2017)

[http://www.dhcs.ca.gov/Documents/DHCS\\_AOD\\_Certification\\_Standards.pdf](http://www.dhcs.ca.gov/Documents/DHCS_AOD_Certification_Standards.pdf)

Document 1V: Youth Treatment Guidelines

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

Document 2F(b): Minimum Quality Drug Treatment Standards for SABG

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

Document 3G: California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 4 - Narcotic Treatment Programs <https://govt.westlaw.com/calregs/Search/Index>

Document 3H: California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 8 - Certification of Alcohol and Other Drug Counselors <https://govt.westlaw.com/calregs/Search/Index>

Document 3J: CalOMS Treatment Data Collection Guide

[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_Tx\\_Data\\_Collection\\_Guide\\_JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)



Document 3S: CalOMS Treatment Data Compliance Standards

[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_data\\_compliance%20standards%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_data_compliance%20standards%202014.pdf)

Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix

Document 3T(a): SAPT Authorized and Restricted Expenditures Information (April 2017)

Document 3V : Culturally and Linguistically Appropriate Services (CLAS) National Standards

<https://www.minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

Document 5A : Confidentiality Agreement

## APPENDIX I

### Data Access and Sharing Terms

#### Article 1 Access

##### 1.1 Revision to Scope of Access (RSA):

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

##### 1.2 Primary and Alternate Agency Site Administrator.

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

1. Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;
  2. Communicating with the SFDPH IT Service Desk;
  3. Providing Agency Data User(s) details to the City;
  4. Ensuring that Agency Data User(s) complete required SFDPH trainings annually;
  5. Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and
  6. Provisioning and deprovisioning Agency Data Users as detailed herein.
- To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, [dph.helpdesk@sfdph.org](mailto:dph.helpdesk@sfdph.org).

##### 1.3 SFDPH IT Service Desk.

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

##### 1.4 Deprovisioning Schedule.

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

##### 1.5 Active Directory.

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

##### 1.6 Role Based Access.

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

### **1.7 Training Requirements.**

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

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

### **1.8 Agency Data User Confidentiality Agreement.**

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

### **1.9 Corrective Action.**

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

### **1.10 User ID and Password.**

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

### **1.11 Notification of Compromised Password.**

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

### **1.12 Multi Factor Authentication.**

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

### **1.13 Qualified Personnel.**

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

### **1.14 Workstation/Laptop encryption.**

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

### **1.15 Server Security.**

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

### **1.16 Removable media devices.**

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

**1.17 Antivirus software.**

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

**1.18 Patch Management.**

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

**1.19 System Timeout.**

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

**1.20 Warning Banners.**

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

**1.21 Transmission encryption.**

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

**1.22 No Faxing/Mailing.**

City Data may not be faxed or mailed.

**1.23 Intrusion Detection.**

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

of the City.

**1.24 Security of PHI.**

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

**1.25 Data Security and City Data**

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security

software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

#### **1.26 Data Privacy and Information Security Program.**

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

#### **1.27 Disaster Recovery.**

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

#### **1.28 Supervision of Data.**

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

#### **1.29 As Is Access.**

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

#### **1.30 No Technical or Administrative Support.**

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

#### **1.31 City Audit of Agency and Agency Data Users.**

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

#### **1.32 Minimum Necessary.**

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

**1.33 No Re-Disclosure or Reporting.**

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

**1.34 Health Information Exchange.**

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

**1.35 Subcontracting.**

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data breach in the same manner in which Agency would be so obligated, (2) provide cyber and technology errors and omissions insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

**Article 2 Indemnity**

**2.1 Medical Malpractice Indemnification.**

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

1. Read information displayed or transmitted by the System accurately and completely;
2. Ensure that Agency Data Users are trained on the use of the System;
3. Be responsible for decisions made based on the use of the System;
4. Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
5. Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;

6. Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;

7. Use the System only in accordance with applicable standards of good medical practice.

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

### **Article 3 Proprietary Rights and Data Breach**

#### **3.1 Ownership of City Data.**

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

#### **3.2 Data Breach; Loss of City Data.**

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

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. any action pertaining to a breach required by applicable federal and state laws.

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

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

2. **Written Report:** Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include,

but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

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

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

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

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

### 3.3 **Media Communications**

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



## **Attachment 1 to Appendix I 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](http://galaxy.epic.com). Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

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

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

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

- a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
- b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

### **II. For Access to SFDPH Epic through Epic Hyperspace and Epic Hyperdrive the following terms shall apply:**

#### **A. SFDPH Epic Hyperspace and Epic Hyperdrive:**

##### **1. Connectivity.**

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

and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Application For Access and Compliance with Epic Terms and Conditions.
  - a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Agency must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: <https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation must notify SFDPH, in writing, of Agency's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Agency will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

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

**A. SFDPH myAvatar via WebConnect and VDI:**

**1. Connectivity.**

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
2. Information Technology (IT) Support.
  - a. Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.
3. Access Control.
  - a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
  - b. Each user is unique and agrees not to share accounts or passwords.
  - c. Applicants must complete the myAvatar Account Request Form found at [https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar\\_Account\\_Request\\_Form.pdf](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.





# ADDITIONAL REMARKS SCHEDULE

AGENCY CalNonprofits Insurance Services		NAMED INSURED San Francisco AIDS Foundation 1035 Market Street, Ste. 400 San Francisco CA 94103	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

City and County of San Francisco, its officers, directors, employees, agents, and representatives are named as additional insureds as respects General Liability and Auto Liability as required by written contract, per forms CG 20 26 and NIAC A1 03 attached. Waiver of subrogation applies in favor of the City and County of San Francisco with respects to Workers Compensation as permitted by law, per form WC 99 04 attached.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

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In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA  
BLANKET BASIS**

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.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

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

**Schedule**

**Blanket Waiver**

**Person/Organization**                      Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

<b>Job Description</b>	<b>Waiver Premium (prior to adjustments)</b>
All CA Operations	5166.00

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: 07/01/2021

Policy No.: SAWC247504

Endorsement No.:

Insured:

Premium \$

Insurance Company: Cypress Insurance Company

Countersigned by \_\_\_\_\_

POLICY NUMBER: 2022-00950  
Named Insured: San Francisco AIDS Foundation

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

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):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.