

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

Agreement between the City and County of San Francisco and

San Francisco AIDS Foundation

This Agreement is made this 1st day of July 2018, in the City and County of San Francisco, State of California, by and between San Francisco AIDS Foundation, 1035 Market Street, San Francisco, CA 94103 ("Contractor") and City.

Recitals

WHEREAS, the Department of Public Health ("Department") wishes to provide mental health and substance abuse treatment services; and,

WHEREAS, Request for Proposals (RFP-08-2017 and RFP-26-2016) were issued on August 23, 2017 and September 27, 2016 respectively and City selected Contractor as the highest qualified scorer pursuant to the RFP's; and

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

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract numbers 40587-17/18 and 48652-16/17 on November 20, 2017 and June 19, 2017 respectively;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

1.4 "Contractor" or "Consultant" means San Francisco AIDS Foundation, 1035 Market Street, San Francisco, California, 94103

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

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

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

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

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

Article 2 Term of the Agreement

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

Article 3 Financial Matters

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

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

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

first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

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. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

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

3.3.3 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City specified in Section 3.3.6, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.4 Reserved. (LBE Payment and Utilization Tracking System)

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

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

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal

employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.3.6 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.

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

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

If Contractor expends less than \$500,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

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

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

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

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

Article 4 Services and Resources

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

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

4.3 **Subcontracting.**

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

4.3.2 Contractor will not employ contractors.

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

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San Francisco AIDS Foundation
July 1, 2018

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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

4.5 Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned

or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

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

4.7 **Reserved. Liquidated Damages.**

4.8 **Reserved. Bonding Requirements.**

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

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

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

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

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

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

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

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

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

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

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

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

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or

fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

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

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

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change

in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2 Termination for Default; Remedies.

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

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

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

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

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

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

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

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The

exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

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

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

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

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

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

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

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However,

unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

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

Article 10 Additional Requirements Incorporated by Reference

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

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

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

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements**

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

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or

where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

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

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

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

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

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

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701)

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six

months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

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

10.13 **Reserved. (Working with Minors)**

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

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

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

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

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

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

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

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San Francisco AIDS Foundation
July 1, 2018

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

Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 101 Grove Street, Room 307 San Francisco, California 94102	FAX: (415) 252-3088 e-mail: David.Folmar@sfdph.org
And:	JAMES STROH CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE (CDTA) 1380 HOWARD STREET, 5 TH FLOOR SAN FRANCISCO, CA 94103	FAX: (415) 252-3031 e-mail: April.Crawford@sfdph.org
To CONTRACTOR:	SAN FRANCISCO AIDS FOUNDATION 1035 MARKET STREET SAN FRANCISCO, CA 94103	FAX: (415) 487-3000 e-mail: jhollendoner@sfaf.org

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

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

11.3 **Reserved.**

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

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

11.6 **Dispute Resolution Procedure.**

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

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

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

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

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

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

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

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

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

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, any RFPs, and any Contractor's proposals. RFPs and Contractor's proposals 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.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

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

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

12.3 Certification Regarding Lobbying.

CONTRACTOR certifies to the best of its knowledge and belief that:

A. 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.

B. 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.

C. 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.

D. 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.

12.4 Materials Review.

CONTRACTOR agrees that all materials, including without limitation print, audio, video, and electronic materials, developed, produced, or distributed by personnel or with funding under this Agreement shall be subject to review and approval by the Contract Administrator prior to such production, development or distribution. CONTRACTOR agrees to provide such materials sufficiently in advance of any deadlines to allow for adequate review. CITY agrees to conduct the review in a manner which does not impose unreasonable delays on CONTRACTOR'S work, which may include review by members of target communities.

12.5 Emergency Response.

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

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

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

13.3 Business Associate Agreement

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

The parties acknowledge that CONTRACTOR will:

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
2. **NOT** do any of the activities listed above in subsection 1;
Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

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

Article 14 MacBride And Signature

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

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

CITY


Recommended by:



Greg Wagner
Acting Director of Health
Department of Public Health

CONTRACTOR

SAN FRANCISCO AIDS FOUNDATION



JOE HOLLENDONER
Executive Director
Supplier ID: 0000011638

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Julie Van Nostern
Deputy City Attorney



Approved:



Jaci Fong
Director of the Office of Contract Administration, and
Purchaser

Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: Reserved
- D: Reserved
- E: HIPAA Business Associate Agreement
- F: Invoice
- G: Dispute Resolution
- H: Substance Use Disorder Services

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

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

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **James Stroh**, 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 Services

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

Appendix A-3 Stonewall Project—Mental Health Services

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

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1. Identifiers:

Stonewall Project – Substance Abuse Services

1035 Market Street, Suite 400

San Francisco, CA 94103

(415) 487-3100 Facsimile: (415) 558-9657

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):

Original **Contract Amendment** **RPB**

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 San Francisco AIDS Foundation strives to serve all San Franciscans in need. Where a particular program is not the best fit, the clinical staff will make an appropriate referral, either internally or with our many co-service providers in San Francisco. 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.

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

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A-2: Substance Abuse Outpatient Services			
Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Group Services (1 UOS = 15 minutes)	6,968	1,863	
Individual Services (1 UOS = 15 minutes)	9,292	2,472	
Case Management Services (1 UOS = 15 minutes)	1,192	327	
Total Substance Abuse UOS Delivered	17,452		
Total Substance Abuse UDC Served			100

6. 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, 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

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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 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

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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. 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 is 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

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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 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

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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 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 the main SFAF 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.

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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 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)

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives FY18-19.

8. 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.

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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 2018-19*. Objectives will be evaluated quarterly during the 12-month period from July 1, 2018 to June 30, 2019.

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1. Identifiers:

Stonewall Project – Positive Reinforcement Opportunity Project (PROP)

1035 Market Street, Suite 400
 San Francisco, CA 94103
 (415) 487-3100 Facsimile: (415) 558-9657

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):

Original **Contract Amendment** **RPB**

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 San Francisco AIDS Foundation strives to serve all San Franciscans in need. Where a particular program is not the best fit, the clinical staff will make an appropriate referral, either internally or with our many co-service providers in San Francisco. 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. Modality(s)/Intervention(s):

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
PROP contact of any length (1 UOS = 1 contact)	1,236	60	

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Total UOS Delivered	1,236		
Total UDC Served			60

6. Methodology:

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 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.

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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 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

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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 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.

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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 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,

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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 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.

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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.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled BHS Performance Objectives FY18-19.

8. 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 2018-19*. Objectives will be evaluated quarterly during the 12-month period from July 1, 2018 to June 30, 2019.

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1. Identifiers:

Stonewall Project – Mental Health Services

1035 Market Street, Suite 400
 San Francisco, CA 94103
 (415) 487-3100 Facsimile: (415) 558-9657

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):

Original **Contract Amendment** **RPB**

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.

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

A-3: Mental Health Outpatient Services

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Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Case Management Brokerage (1 UOS = 1 min.)	5,325	108	
Mental Health Services (1 UOS = 1 min.)	30,723	154	
Crisis Intervention (1 UOS = 1 min.)	923	6	
Total Mental Health UOS Delivered	36,971		
Total Mental Health UDC Served			20

6. 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, 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.

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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 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.

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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. 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 is 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

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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 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.

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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 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.

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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 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.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled BHS Performance Objectives FY18-19.

8. 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.

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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 2018-19*. Objectives will be evaluated quarterly during the 12-month period from July 1, 2018 to June 30, 2019.

Appendix B Calculation of Charges

1. Method of Payment

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

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

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

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

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

2. Program Budgets and Final Invoice

A. Program are listed below:

Budget Summary

Appendix B-1 Stonewall Project—Substance Abuse Services

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

Appendix B-3 Stonewall Project—Mental Health Services

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Four Million Three Hundred Seven Thousand Eight Hundred Thirty-Four Dollars (\$4,307,834) for the period of July 1, 2018 through June 30, 2022.**

CONTRACTOR understands that, of this maximum dollar obligation, \$461,554 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	\$ 961,570
July 1, 2020 through June 30, 2021	\$ 961,570
July 1, 2021 through June 30, 2022	\$ 961,570
Subtotal - Jul 1, 2018 through June 30, 2022	\$ 3,846,280
Contingency	\$ 461,554
TOTAL - Jul 1, 2018 through June 30, 2022	\$ 4,307,834

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
Contract ID Number	1000011493	2018-2019
		Funding Notification Date
		08/16/18
		Doc Date
		07/01/18

Appendix Number	Provider Number	Program Name	Program Code	Funding Term	Funding Notification Date			Doc Date	FN#1
					7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19		
B-1	388905	SFAF-Stonewall Project - SUD	89051	7/1/18-6/30/19					
B-2	388905	SFAF-Stonewall Project-PROP	89051	7/1/18-6/30/19					
B-3	38HS	SFAF-Stonewall Project-MH	38HSOP	7/1/18-6/30/19					
FUNDING USES									TOTAL
		Salaries			\$ 384,595	\$ 82,283	\$ 60,372		\$ 527,250
		Employee Benefits			\$ 103,841	\$ 22,216	\$ 16,300		\$ 142,357
		Subtotal Salaries & Employee Benefits			\$ 488,436	\$ 104,499	\$ 76,672		\$ 669,607
		Operating Expenses			\$ 131,187	\$ 47,415	\$ 10,336		\$ 188,938
		Subtotal Direct Expenses			\$ 619,623	\$ 151,914	\$ 87,008		\$ 858,545
		Indirect Expenses			\$ 74,354	\$ 18,230	\$ 10,441		\$ 103,025
		Indirect %			12.0%	12.0%	12.0%		12.0%
		TOTAL FUNDING USES			\$ 693,977	\$ 170,144	\$ 97,449		\$ 961,570
BHS MENTAL HEALTH FUNDING SOURCES									Employee Benefits Rate
									27.0%
		MH Adult Fed SDMC FFP (50%)			\$ -	\$ -	\$ 42,000		\$ 42,000
		MH Adult County General Fund			\$ -	\$ -	\$ 55,449		\$ 55,449
		TOTAL BHS MENTAL HEALTH FUNDING SOURCES			\$ -	\$ -	\$ 97,449		\$ -
BHS SUD FUNDING SOURCES									
		SUD County - General Fund			\$ 443,977	\$ 170,144	\$ -		\$ 614,121
		SUD State - DMC			\$ 87,500	\$ -	\$ -		\$ 87,500
		SUD Fed - DMC FFP, CFDA 93.778			\$ 162,500	\$ -	\$ -		\$ 162,500
		TOTAL BHS SUD FUNDING SOURCES			\$ 693,977	\$ 170,144	\$ -		\$ 864,121
		TOTAL DPH FUNDING SOURCES			\$ 693,977	\$ 170,144	\$ 97,449		\$ 961,570
		TOTAL FUNDING SOURCES (DPH AND NON-DPH)			\$ 693,977	\$ 170,144	\$ 97,449		\$ 961,570
Prepared By					Larry Zapatka				

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 3889905	Fiscal Year 2018-2019
Doc Date 07/01/18	Funding Notification Date 08/16/18

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):	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	
FUNDING USES				TOTAL
Salaries & Employee Benefits	190,490	266,198	31,748	488,436
Operating Expenses	51,979	73,009	6,199	131,187
Subtotal Direct Expenses	242,469	339,207	37,947	619,623
Indirect Expenses	29,095	40,705	4,554	74,354
TOTAL FUNDING USES	271,564	379,912	42,501	693,977
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity			
SUD Fed - DMC FFP, CFDA 93.778	240646-10000-10001681-0003	81,250	81,250	162,500
SUD State - DMC	240646-10000-10001681-0003	43,750	43,750	87,500
SUD County - General Fund	240646-10000-10001681-0003	146,512	254,964	443,977
This row left blank for funding sources not in drop-down list				
TOTAL BHS SUD FUNDING SOURCES	271,512	379,964	42,501	693,977
TOTAL DPH FUNDING SOURCES	271,512	379,964	42,501	693,977
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	271,512	379,964	42,501	693,977
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased				
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	6,968	9,292	1,192	0
Unit Type	15 minutes	15 minutes	15 minutes	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 38.97	\$ 40.89	\$ 35.66	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 38.97	\$ 40.89	\$ 35.66	\$ -
Published Rate (Medi-Cal Providers Only)				
Unduplicated Clients (UDC)	100	100	100	Total UDC 100

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name SFAF-Stonewall Project - SUD
 Program Code 89051

Doc Date 07/01/18

Appendix Number B-1

Page Number 2

Fiscal Year 2018-2019

Funding Notification Date 08/16/18

Position Title	Funding Term (07/01/18-06/30/19):		Funding Term (07/01/18-06/30/19):		FTE	Salaries	FTE	Salaries	FTE	Salaries
	FTE	Salaries	FTE	Salaries						
Director, Substance Use Services	0.40	\$ 48,000.00	0.40	\$ 48,000.00						
Counselor II	1.00	\$ 76,000.00	1.00	\$ 76,000.00						
Counselor II	0.65	\$ 46,095.00	0.65	\$ 46,095.00						
Counselor I	0.80	\$ 55,200.00	0.80	\$ 55,200.00						
Counselor I	0.40	\$ 22,800.00	0.40	\$ 22,800.00						
Counselor I	0.70	\$ 43,400.00	0.70	\$ 43,400.00						
Counselor I	0.70	\$ 42,700.00	0.70	\$ 42,700.00						
Counselor I	0.60	\$ 35,400.00	0.60	\$ 35,400.00						
Project Assistant	0.30	\$ 15,000.00	0.30	\$ 15,000.00						
	0.00	\$ -								
Totals:	5.55	\$ 384,595.00	5.55	\$ 384,595.00						
Employee Benefits:	27.00%	\$ 103,841.00	27.00%	\$ 103,841.00	0.00%		0.00%			
TOTAL SALARIES & BENEFITS		\$ 488,436.00		\$ 488,436.00		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name SFAF-Stonewall Project - SUD
 Program Code 89051

Doc Date 07/01/18
 Appendix Number B-1
 Page Number 3
 Fiscal Year 2018-2019
 Funding Notification Date 08/16/18

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003		
Funding Term	(07/01/18-06/30/19):	(07/01/18-06/30/19):		
Rent	\$ 49,684.00	\$ 49,684.00		
Utilities (telephone, electricity, water, gas)	\$ 4,662.00	\$ 4,662.00		
Building Repair/Maintenance	\$ -			
Occupancy Total:	\$ 54,346.00	\$ 54,346.00	\$ -	\$ -
Office Supplies	\$ 1,667.00	\$ 1,667.00		
Photocopying/Media	\$ 2,500.00	\$ 2,500.00		
Program Supplies	\$ 5,000.00	\$ 5,000.00		
Computer Hardware/Software	\$ -			
Materials & Supplies Total:	\$ 9,167.00	\$ 9,167.00	\$ -	\$ -
Training/Staff Development	\$ 2,500.00	\$ 2,500.00		
Insurance	\$ 2,597.00	\$ 2,597.00		
Professional License	\$ -			
Permits	\$ -			
Equipment Lease & Maintenance	\$ 5,994.00	\$ 5,994.00		
General Operating Total:	\$ 11,091.00	\$ 11,091.00	\$ -	\$ -
Local Travel	\$ -			
Out-of-Town Travel	\$ 5,000.00	\$ 5,000.00		
Field Expenses	\$ -			
Staff Travel Total:	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
Consultant: Dr. Raymond Moczulski, Provide face to face Psychiatric Consultation, one day a week. Dates 7/1/18-6/30/19. Approx 315 hours/yr. Hourly Rate of \$162.86/hr.:				
	\$ 51,300.00	\$ 51,300.00		
Consultant/Subcontractor Total:	\$ 51,300.00	\$ 51,300.00	\$ -	\$ -
Other (Off site Storage):	\$ 283.00	\$ 283.00		
	\$ -			
	\$ -			
Other Total:	\$ 283.00	\$ 283.00	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 131,187.00	\$ 131,187.00	\$ -	\$ -

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

DHCS Legal Entity Number	San Francisco AIDS Foundation	Appendix Number	B-2
Provider Name	San Francisco AIDS Foundation	Page Number	1
Provider Number	388905	Fiscal Year	2018-2019
Doc Date	07/01/18	Funding Notification Date	08/16/18

Program Name	SFAF-Stonewall Project - PROP		
Program Code	89051		
Mode/SFC (MH) or Modality (SUD)	SecPrev-19		
Service Description	SA-Sec Prev Outreach		
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/18-6/30/19		
FUNDING USES			TOTAL
Salaries & Employee Benefits	104,499		104,499
Operating Expenses	47,415		47,415
Subtotal Direct Expenses	151,914		151,914
Indirect Expenses	18,230		18,230
TOTAL FUNDING USES	170,144		170,144
BHS SUD FUNDING SOURCES			
SUD County - General Fund	240646-10000-10001681-0003	170,144	170,144
This row left blank for funding sources not in drop-down list			
TOTAL BHS SUD FUNDING SOURCES		170,144	170,144
TOTAL DPH FUNDING SOURCES		170,144	170,144
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		170,144	170,144
BHS UNITS OF SERVICE AND UNIT COST			
Payment Method	Fee-For-Service (FFS)		
DPH Units of Service	1,236		
Unit Type	Hours	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 137.66	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 137.66	\$ -	
Published Rate (Medi-Cal Providers Only)			Total UDC
Unduplicated Clients (UDC)	60		60

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name SFAF-Stonewall Project - PROP
 Program Code 89051

Doc Date 07/01/18
 Appendix Number B-2
 Page Number 2
 Fiscal Year 2018-2019
 Funding Notification Date 08/16/18

Position Title	Funding Term (07/01/18-06/30/19):		Funding Term (07/01/18-06/30/19):		TOTAL	240646-10000-10001681-0003
	FTE	Salaries	FTE	Salaries		
Director, Substance Use Services	0.01	\$ 1,200.00	0.01	\$ 1,200.00		
PROP Manager	1.00	\$ 62,500.00	1.00	\$ 62,500.00		
Counselor II	0.30	\$ 18,583.00	0.30	\$ 18,583.00		
	0.00	\$ -				
Totals:	1.31	\$ 82,283.00	1.31	\$ 82,283.00	0.00	\$ -
Employee Benefits:	27.00%	\$ 22,216.00	27.00%	\$ 22,216.00	0.00%	\$ 0.00%
TOTAL SALARIES & BENEFITS		\$ 104,499.00		\$ 104,499.00		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name SFAF-Stonewall Project - PRO
 Program Code 89051

Doc Date 07/01/18
 Appendix Number B-2
 Page Number 3
 Fiscal Year 2018-2019
 Funding Notification Date 08/16/18

Expense Categories & Line Items	Funding Term	TOTAL	240646-10000-10001681-0003				
	(07/01/18-06/30/19):		(07/01/18-06/30/19):				
Rent		\$ 11,727.00	\$ 11,727.00				
Utilities (telephone, electricity, water, gas)		\$ 519.00	\$ 519.00				
Building Repair/Maintenance		\$ -					
Occupancy Total:		\$ 12,246.00	\$ 12,246.00	\$ -	\$ -		
Office Supplies		\$ 394.00	\$ 394.00				
Photocopying/Media		\$ -	\$ -				
Program Supplies		\$ 32,680.00	\$ 32,680.00				
Computer Hardware/Software		\$ -					
Materials & Supplies Total:		\$ 33,074.00	\$ 33,074.00	\$ -	\$ -		
Training/Staff Development		\$ -	\$ -				
Insurance		\$ 613.00	\$ 613.00				
Professional License		\$ -					
Permits		\$ -					
Equipment Lease & Maintenance		\$ 1,415.00	\$ 1,415.00				
General Operating Total:		\$ 2,028.00	\$ 2,028.00	\$ -	\$ -		
Local Travel		\$ -					
Out-of-Town Travel		\$ -	\$ -				
Field Expenses		\$ -					
Staff Travel Total:		\$ -	\$ -	\$ -	\$ -		
		\$ -	\$ -				
		\$ -					
Consultant/Subcontractor Total:		\$ -	\$ -	\$ -	\$ -		
Other (Off site Storage):		\$ 67.00	\$ 67.00				
		\$ -					
		\$ -					
Other Total:		\$ 67.00	\$ 67.00	\$ -	\$ -		
TOTAL OPERATING EXPENSE		\$ 47,415.00	\$ 47,415.00	\$ -	\$ -		

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name SFAF Stonewall Project MH
 Program Code 38HSOP

Doc Date 07/01/18
 Appendix Number B-3
 Page Number 2
 Fiscal Year 2018-2019
 Funding Notification Date 08/16/18

Position Title	Funding Term (07/01/18-06/30/19):		Funding Term (07/01/18-06/30/19):		TOTAL	251984-10000-10001792-0001
	FTE	Salaries	FTE	Salaries		
Associate Director	0.19	\$ 16,385.00	0.19	\$ 16,385.00		
Counselor II	0.65	\$ 43,987.00	0.65	\$ 43,987.00		
	0.00	\$ -				
Totals:	0.84	\$ 60,372.00	0.84	\$ 60,372.00	0.00	\$ -
Employee Benefits:	27.00%	\$ 16,300.00	27.00%	\$ 16,300.00	0.00%	\$ 0.00%
TOTAL SALARIES & BENEFITS		\$ 76,672.00		\$ 76,672.00		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name SFAF Stonewall Project MH
 Program Code 38HSOP

Doc Date 07/01/18
 Appendix Number B-3
 Page Number 3
 Fiscal Year 2018-2019
 Funding Notification Date 08/16/18

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001			
	Funding Term	(07/01/18-06/30/19):	(07/01/18-06/30/19):		
Rent	\$ 8,064.00	\$ 8,064.00			
Utilities (telephone, electricity, water, gas)	\$ 806.00	\$ 806.00			
Building Repair/Maintenance	\$ -				
	Occupancy Total:	\$ 8,870.00	\$ 8,870.00	-	\$ -
Office Supplies	\$ 403.00	\$ 403.00			
Photocopying/Media	\$ -	\$ -			
Program Supplies	\$ -	\$ -			
Computer Hardware/Software	\$ -				
	Materials & Supplies Total:	\$ 403.00	\$ 403.00	-	\$ -
Training/Staff Development	\$ -	\$ -			
Insurance	\$ 504.00	\$ 504.00			
Professional License	\$ -				
Permits	\$ -				
Equipment Lease & Maintenance	\$ 504.00	\$ 504.00			
	General Operating Total:	\$ 1,008.00	\$ 1,008.00	-	\$ -
Other (Off site Storage):	\$ 55.00	\$ 55.00			
	\$ -				
	\$ -				
	Other Total:	\$ 55.00	\$ 55.00	-	\$ -
TOTAL OPERATING EXPENSE	\$ 10,336.00	\$ 10,336.00		-	\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name <u>San Francisco AIDS Foundation</u>	Page Number	11
Contract ID Number <u>1000011493</u>	Fiscal Year	2018-2019
	Funding Notification Date	8/16/18
	Doc Date	07/01/18

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Chief Executive Officer	0.020	\$ 5,500.00
Executive Assistant	0.020	\$ 1,600.00
Chief financial Officer	0.020	\$ 3,800.00
Controller	0.020	\$ 3,240.00
Assistant Controller	0.020	\$ 2,060.00
Payroll Accountant	0.050	\$ 3,000.00
Accounts Payable Accountant	0.020	\$ 1,050.00
Budget Director	0.050	\$ 8,100.00
Budget Analyst	0.030	\$ 3,000.00
Budget Analyst	0.020	\$ 2,000.00
Office Services Manager	0.020	\$ 1,200.00
Office Services Assistant	0.020	\$ 1,000.00
Information Systems Manager	0.020	\$ 2,400.00
IT Desktop Associate	0.050	\$ 4,000.00
IT Desktop Associate	0.050	\$ 3,900.00
HR. Director	0.010	\$ 1,850.00
HR Generalist	0.050	\$ 3,300.00
HR Generalist	0.050	\$ 3,250.00
Subtotal:	0.54	\$ 54,250.00
Employee Benefits:	27.0%	\$ 14,648.00
Total Salaries and Employee Benefits:		\$ 68,898.00

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Audit (Approx 20% of total cost)	\$ 13,000.00
Rent (waiting rooms and counseling rooms)	\$ 9,000.00
Security services (evening security, building lobby)	\$ 12,127.00
Total Operating Costs	\$ 34,127.00
Total Indirect Costs	\$ 103,025.00

**Appendix C
Reserved**

**Appendix D
Reserved**

Appendix E
Business Associate Agreement



San Francisco Department of Public Health

Business Associate Agreement

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

RECITALS

A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

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

1. Definitions.

a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.



San Francisco Department of Public Health

Business Associate Agreement

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

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

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

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

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

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

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

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

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

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the



San Francisco Department of Public Health

Business Associate Agreement

Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

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

m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.30

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

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

2. Obligations of Business Associate.

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

b. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a



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violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

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

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

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



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but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

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

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c) as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains a Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

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

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



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BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

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

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

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

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

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



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constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

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

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

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

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

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

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory



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written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:

San Francisco AIDS Foundation

Contractor City Vendor ID

0000011638

DATA SECURITY ATTESTATION

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

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

I. All Contractors.

DOES YOUR ORGANIZATION...

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date

Contractor Name:	San Francisco AIDS Foundation	Contractor City Vendor ID	0000011638
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PRIVACY ATTESTATION

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

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

I. All Contractors...

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

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date

**Appendix F
Invoices**

Appendix G
Dispute Resolution
Dispute Resolution Procedure
For Health and Human Services Nonprofit Contractors
9-06

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

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

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. However, notwithstanding the foregoing, nothing shall diminish the parties' rights to seek any and all other legal or equitable remedies.

Appendix H

SUBSTANCE USE DISORDER SERVICES

such as

**Drug Medi-Cal,
Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant,
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 Prevention and Treatment Block Grants (SAPT Block Grant) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. SAPT Block Grant 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 SAPT Block Grant for reimbursable covered services rendered by certified DMC providers.

Reference Documents

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

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Contract ID#1000011493

Appendix H

San Francisco AIDS Foundation

July 1, 2018

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

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

Document 1J(b): DMC Audit Appeals Process

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

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

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

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

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

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

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

Document 2C: Title 22, California Code of Regulations

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

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

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

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

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

Document 2G Drug Medi-Cal Billing Manual

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Document 3S CalOMS Treatment Data Compliance Standards

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

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

Document 5A : Confidentiality Agreement

FOR CONTRACTS WITH DRUG MEDI-CAL, FEDERAL SAPT OR STATE FUNDS:

I. Subcontractor Documentation

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by DHCS.

Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance. Contractor will make these records available to State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowability, and allocability of costs incurred by Contractor.

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.
2. Providers shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit.

Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.

4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

5. Provider's shall require that all subcontractors comply with the requirements of this Section A.

6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.

If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

II Patient Record Retention

Provider agrees to establish, maintain, and update as necessary, an individual patient record for each beneficiary admitted to treatment and receiving services.

Drug Medi-Cal contracts are controlled by applicable provisions of: (a) the W&I, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

Established by DMC status and modality of treatment, each beneficiary's individual patient record shall include documentation of personal information as specified in either AOD Standards; Title 22; and Title 9. Contractor agrees to maintain patient records in accordance with the provision of treatment regulations that apply.

Providers, regardless of DMC certification status, shall maintain all of the documentation in the beneficiary's individual patient record for a minimum of seven (7) years from the date of the last face-to-face contact between the beneficiary and the provider.

In addition providers shall maintain all of the documentation that the beneficiary met the requirements for good cause specified in Section 51008.5, where the good cause results from beneficiary-related delays, for a minimum of seven (7) years from the date of the last face-to-face contact. If an audit takes place during the three year period, the contractor shall maintain records until the audit is completed.

III. Control Requirements

1) Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its providers to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its contractors for any failure to comply with these requirements:

- a) HSC, Division 10.5, commencing with Section 11760;
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- c) Government Code Section 16367.8;
- d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
- f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- h) Title 42, CFR, Sections 8.1 through 8.6;
- i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)

K) Medi-Cal Eligibility Verification

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

Providers shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

- 2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.
- 3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.
- 4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:
 - a) Document 1C, Driving-Under-the-Influence Program Requirements;

C. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law(Chapter 40, Statues of 2011 and Chapter 13, Statues of 2011, First ExtraordinarySession), providers that provide Women and Children’s Residential TreatmentServices shall comply with the program requirements (Section 2.5, RequiredSupplemental/Recovery Support Services) of the Substance Abuse and Mental HealthServices Administration’s Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <http://www.samhsa.gov/grants/grantannouncements/ti-14-005>.

IV Provider’s Agents and Subcontractors

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor’s knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:

- i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

V Breaches and Security Incidents

During the term of this Agreement, Provider agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. Initial Notice to the Department

(1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.

(2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of provider.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. Investigation and Investigation Report.

To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Provider shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other

applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

c. Complete Report.

To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, provider shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, provider needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case provider shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. Responsibility for Reporting of Breaches

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors, provider is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, provider shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to provider, provider shall notify the Department, and the Department and provider may take appropriate action to prevent duplicate reporting.

e. Responsibility for Notification of Affected Individuals

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, provider shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require provider to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach.

The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

f. Department Contact Information

To direct communications to the above referenced Department staff, the provider shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the provider. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

VI Additional Provisions

A. Additional Intergovernmental Agreement Restrictions

This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner including, but not limited to, 42 CFR 438.610(c)(3).

B. Nullification of DMC Treatment Program SUD services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of W&I Code, Section 14124.24, all areas related to the DMC Treatment Program SUD services shall be null and void and severed from the remainder of this Intergovernmental Agreement. In the event the DMC Treatment Program Services component of this Intergovernmental Agreement becomes null and void, an updated Exhibit B, Attachment I shall take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Intergovernmental Agreement. All other requirements and conditions of this Intergovernmental Agreement shall remain in effect until amended or terminated.

C. Hatch Act

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

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

E. Noncompliance with Reporting Requirements

Provider agrees that DHCS has the right to withhold payments until provider has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

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

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

G. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Intergovernmental Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Intergovernmental Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, DHCS and provider shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1) Trading Partner Requirements

a) No Changes. Provider hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))

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

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

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

2) Concurrence for Test Modifications to HHS Transaction Standards

Provider agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Provider agrees that it shall participate in such test modifications.

3) Adequate Testing

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

4) Deficiencies

The Provider agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the provider is acting as a clearinghouse for that provider. If the provider is a clearinghouse, the provider agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5) Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Intergovernmental Agreement for at least the current billing period or any appeal period, whichever is longer.

6) Data Transmission Log

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

I. Nondiscrimination and Institutional Safeguards for Religious Providers

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

J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS

licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

K. Cultural and Linguistic Proficiency

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

L. Intravenous Drug Use (IVDU) Treatment

Provider shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo SUD treatment (42 USC 300x-23 and 45 CFR 96.126(e)).

M. Tuberculosis Treatment

Provider shall ensure the following related to Tuberculosis (TB):

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

N. Trafficking Victims Protection Act of 2000

Provider and its subcontractors that provide services covered by this Intergovernmental Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

O. Tribal Communities and Organizations

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

P. Participation of County Alcohol and Drug Program Administrators Association of California and California Behavioral Health Director's Association of California.

1) Pursuant to HSC Section 11801(g), the Provider's County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

2) Pursuant to HSC Section 11811.5(c), the Provider's County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

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

R. Restrictions on Grantee Lobbying – Appropriations Act Section 503

1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

S. Nondiscrimination in Employment and Services

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

T. Federal Law Requirements:

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

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

U. State Law Requirements:

- 1) Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
- 2) Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- 3) Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

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

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

V. Investigations and Confidentiality of Administrative Actions

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

2) Provider shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

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

X. Subcontract Provisions

Provider shall include all of the foregoing provisions in all of its subcontracts.

Y. Conditions for Federal Financial Participation

1) Provider shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

2) Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

a) Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;

b) Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or

c) Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:

i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or

ii. An entity that would provide those services through an excluded individual or entity.

Providers shall include the following requirements in their subcontracts with providers:

1) **Culturally Competent Services:** Providers are responsible to provide culturally competent services. Providers must 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 must be available for beneficiaries, as needed.

2) **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.

3) **Evidenced Based Practices:** Providers will implement at least two of the following evidenced based treatment practices (EBPs) based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The State will monitor the implementation of EBP's during reviews. The required EBP 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 must 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 recover.

