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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of February 1, 2022, in San Francisco, California, by and between **Addiction, Research & Treatment, Inc. dba BAART** ("Contractor"), and the **City and County of San Francisco**, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP 26-2016 a Request for Proposal ("RFP") issued on September 27, 2016, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number PSCs 48652-16/17 on December 16, 2019; and

WHEREAS, approval for the Original Agreement was obtained when the Board of Supervisors approved Resolution number 250-18 on August 2, 2018;

WHEREAS, approval for this First Amendment was obtained when the Board of Supervisors approved Resolution number _____ on _____.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 Agreement. The term "Agreement" shall mean the Agreement dated July 1, 2018 (Contract ID # 1000009821), between Contractor and City.

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

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

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

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

2.1 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.

2.2 The City has one (1) remaining option to renew the Agreement for a period of six years, July 1, 2022, through June 30, 2028. The City may extend this Agreement beyond the expiration date by exercising this option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

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

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

2.2 The City has 1 option to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 7/01/2027-6/30/2028

2.3 **Payment.** *Section 3.3.1 Payment of the Agreement currently reads as follows:*

3.3 **Compensation.**

3.3.1 **Payment**. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the

invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Thirty Five Million Nine Hundred Fifty Two Thousand Dollars ($35,952,000).** The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Ninety-Eight Million Two Hundred Eighty-Three Thousand One Hundred Five Dollars (98,283,105).** The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.4 Contractor Vaccination Policy. *The following is hereby added to Article 4 of the Agreement:*

4.2.2 **Contractor Vaccination Policy.**

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

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

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

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

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

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

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

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

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

5.1 Insurance.

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

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

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

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

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

(e) Reserved (Technology Errors and Omissions Liability coverage

(f) Cyber and Privacy Insurance with limits of not less than $10,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Reserved (Pollution Liability Insurance)

5.1.2 Additional Insured Endorsements

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

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

(j) Reserved (Pollution Auto Liability Insurance Additional Insured Endorsement).

5.1.3 Waiver of Subrogation Endorsements

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

5.1.4 Primary Insurance Endorsements

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

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

(n) Reserved. (Pollution Liability Insurance Endorsement).

5.1.5 Other Insurance Requirements

(o) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: **insurance-contractsrm410@sfdph.org** .

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

(q) 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.

(r) 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.

(s) 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.

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

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

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

2.8 Termination for Default; Remedies. *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.2.1 in its entirety:*

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws

Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

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

2.9 Rights and Duties Upon Termination or Expiration. *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.4.1 in its entirety:*

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

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

8.1.6	Payment Obligation		Article 13	Data and Security
			Appendix E	Business Associate Agreement

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

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

2.11 Limitations on Contributions. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.11 in its entirety:*

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

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

10.17 **Distribution of Beverages and Water.**

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

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

2.13 Notification of Legal Requests. *The following section is hereby added and incorporated in Article 11 of the Agreement:*

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

2.14 Ownership of City Data. *The following section is hereby added and incorporated in Article 14 of the Agreement:*

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

2.15 Management of City Data and Confidential Information. *The following sections are hereby added and incorporated as 14.6.1 and 14.6.2 in Article 11 of the Agreement:*

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

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

or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

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

2.16 Appendices A-1 through A-3 are hereby replaced in its entirety by Appendices A-1 through A-3, attached to this Amendment and fully incorporated within the Agreement.

2.17 Appendix B is hereby replaced in its entirety by Appendix B, attached to this Amendment and fully incorporated within the Agreement.

2.18 Appendices B-1 through B-4 are hereby replaced in its entirety by Appendices B-1 through B-4, attached to this Amendment and fully incorporated within the Agreement.

2.19 Appendix D is hereby replaced in its entirety by Appendix D, attached to this Amendment and fully incorporated within the Agreement.

2.20 Appendix E is hereby replaced in its entirety by Appendix E, attached to this Amendment and fully incorporated within the Agreement.

2.21 Appendix F is hereby replaced in its entirety by Appendix F, attached to this Amendment and fully incorporated within the Agreement.

2.22 Appendix J dated 7/1/ 2021 (i.e. July 1, 2021) is hereby added for 21-22.

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY
Recommended by:

Grant Colfax, MD Date
Director of Health
Department of Public Health

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Henry Lifton Date
Deputy City Attorney

Approved:

_____
Sailaja Kurella Date
Director, Office of Contract Administration,
and Purchaser

CONTRACTOR
Addiction, Research & Treatment,
Incorporated dba BAART

G J O'Andria 4/8/2022
Gilbert D'Andria Date
Executive Director

Supplier ID number: 0000026218

Contractor Name: Addiction Research and Treatment, Inc. (ART)	**Appendix A- 1**
Program Name: ART – Market Clinic	**Contract Term:** 07/01/21 – 06/30/22
	Funding Source:

1. **Identifiers:**
   Program Name: Addiction Research and Treatment, Inc. (ART)
   Program Address: 1111 Market St.
   City, State, ZIP: San Francisco, CA 94103
   Telephone/FAX: 415-863-3883
   Website Address: 415-863-7343

   Contractor Address (if different from above): 1720 Lakepointe Dr.
   City, State, ZIP: Lewisville, TX 75057

   Person Completing this Narrative: Nadine Robbins-Laurent
   Telephone: 415-420-6905
   Email Address: nlaurent@baartprograms.com

   Program Code(s) (if applicable):**38124**

2. **Nature of Document:**

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

3. **Goal Statement:**
   Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

4. **Target Population:**
   ART program targets San Francisco residents abusing and/or addicted to opioids.

   - **Primary Drug of Addiction:**
     Opioids

   - **Gender:**
     The program will serve male, female and transgender people

   - **Age:**
     Adults aged 18 and older (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis)

   - **Ethnic Background and language needs:**
     The program will serve individuals from all ethnic, racial, religious and cultural backgrounds.

   - **Sexual Orientation:**
     ART will serve individuals regardless of sexual orientation or gender identity

- **Neighborhood:**
  The Market Street Clinic target population includes particularly at risk neighborhoods such as the Tenderloin, the Mission District and South of Market.

- **Homeless Status:**
  The target population includes many individuals who are homeless, living in the streets, in shelters and residential hotels.

- **Co Occurring Disorders:**
  ART serves opioid dependent individuals with co-occurring disorders such as HIV, Hep C, TB, diabetes and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

- **Economic Status:**
  The program will serve individuals from all levels of economic status.

5. Modality(s)/Intervention(s)

ART's primary service function is Medication Assisted Treatment (MAT). The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols and Title 22, Medi-Cal Protocols.

One unit of service for a Narcotic Treatment Program is defined as follows:

- Methadone Dosing – One dose of methadone either for clinic consumption or take home
- Buprenorphine Dosing - One dose of buprenorphine either for clinic consumption or take home
- Naltrexone - One dose of Naltrexone either for clinic consumption or take home
- Counseling – Ten minute period of face-to-face individual or group counseling. Groups must be 2-12 members in size.
- Naloxone – one naloxone kit provided or dispensed.
- Disulfiram - One dose of Disulfiram either for clinic consumption or take home

Ancillary services include medical examinations, urgent primary care (wound care, acute infections, etc) individual and group counseling. HIV, HVC and TB screenings are also offered on site. All ancillary medical services are subcontracted with BAART Community Healthcare, a non-profit community medical clinic.

The UOS and UDC information is documented in App B-3 CRDC

6. Methodology:

Opioid (Narcotic) Treatment Program Services

Contractor Name: Addiction Research and Treatment, Inc. (ART)	**Appendix A- 1**
Program Name: ART – Market Clinic	**Contract Term:** 07/01/21 – 06/30/22
	Funding Source:

In addition to the general Opioid (Narcotic) Treatment Program (OTP) services requirements, the Contractor shall comply with the following specific opioid (narcotic) treatment program services requirements:

1) Opioid (Narcotic) Treatment Program services shall include daily or several times weekly opioid agonist medication and counseling available for those with severe opioid disorder.
The core of OTP treatment is providing patients with medically supervised dosing either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. The following criteria measure the effectiveness of treatment: toxicology screening, attendance at counseling sessions, employment status, arrest record and other such lifestyle factors.

2) Service Components shall include:

a) **Intake**. During the intake process there is a comprehensive health assessment. This health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e. CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assesses each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases and abscesses. The medical staff also discusses the advantage of HIV antibody testing and/or early medical intervention for those patients who disclose that they HIV+.

b) **Individual and Group Counseling**. Per Title IX Regulation and Best Practices, individual counseling sessions are provided for each patient for a minimum of 50 minutes per month and a maximum of 200 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during the Quarterly Treatment Planning process. Counseling sessions are patient driven focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

c) **Patient Education**. Learning experiences are utilized within the parameters of individual and group counseling sessions with patients that use a combination of methods such as teaching counseling, and behavior modification techniques which influence and enhance patient knowledge, health and illness behavior; enhance education about addiction-related behaviors and consequences

d) **Medication Services**. Medication Services will include methadone, buprenorphine, naltrexone, disulfiram and naloxone, as determined appropriate by the medical provider.

e) **Collateral Services**. The ART Market Clinic offers face-to-face sessions with counselors and significant persons in the personal life of the patient that are focused on the treatment needs of the patient with the purpose of aiding the patient in obtaining support needed to achieve treatment goals.

f) **Crisis Intervention Services**. Services are provided by counselors and medical staff in order to alleviate crises in patient lives or to assist with stabilization of emergency situations.

g) **Treatment Planning**. Treatment Plans are reviewed, revised and signed by the patient, counselor and the Medical Director at least every quarter.

h) **Medical Psychotherapy**. One-on-one counseling conducted by the Medical Director with patients is conducted based on medical determination of need.

i) **Discharge Services**. Throughout treatment, patients shall be cared for with a focus on the facilitation of optimal physical and mental health. That care shall be concluded with the preparation of a comprehensive Discharge Plan. Counselors shall assist patients in terminating treatment in a productive and therapeutically beneficial manner, to whatever extent possible, and shall document patient discharges in a thorough, accurate and timely manner in accordance with regulatory provisions and requirements. Prior to discharge from care provided at our program, and whenever practically possible, patients shall participate in the preparation of a discharge plan. Initial discharge planning shall begin at the earliest possible point in the service delivery process.

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

ART ensures that there is a proper focus on clinical compliance and clinical quality improvement. We do so through our Department of Quality and Clinical Compliance at the National Support Center. This department ensures that there is a focus on quality services and that there are sufficient resources allocated to achieve this goal. This department reports directly to the CEO.

A. Program Surveys

Program surveys are conducted by the VP of Quality and Clinical Compliance and the Director of Nursing Education at their discretion. Additionally, OTP Compliance Managers perform at least two site visits annually at each program. Site visits will also be conducted by this department within 30 days of a significant external audit result.

Internal surveyors have the latitude to inspect all aspects of the program as they see fit. Any concerns that are considered significant or egregious will be reported immediately to the VP, Quality and Clinical Compliance and to the CEO.

Following the completion of a survey, a written report will be submitted to the CEO. Copies of the report will be circulated to the Program Director, Medical Director of the facility, the National Medical Director, the Corporate Compliance Officer, Vice President, Quality and Clinical Compliance, and the Chief Operating Officer, OTP Operations, and if applicable, any other senior operations staff overseeing the program. The Program Director is responsible for preparing a Quality Improvement Plan and submitting it to his/her Regional Vice President, OTP Operations, the Chief Operating Officer, the Corporate Compliance Officer, the Vice President, Quality and Clinical Compliance, and the CEO within 14 days of receipt. It is the Chief Operating Officer's responsibility for managing the Quality Improvement Process. The Vice President, Quality and Clinical

Compliance, or his/her designee, may follow up on the report at any time to consider whether appropriate follow up and action has occurred subsequent to the completion of the Quality Improvement Plan.

B. Staff Education

Each facility develops a Staff Education Committee led by the Program Director that plans and holds a minimum of 6 trainings per year. Plans for staff education will be submitted annually, by the beginning of each calendar year, to Vice President, Quality and Clinical Compliance. Compliance with this quality performance measure will be evaluated during site visits.

C. Outcome Measurement Collection and Analysis

The goal of outcome and performance measurement is to provide the highest quality care in an environment of dignity and respect. The objectives are to assess performance through outcome measures and to integrate outcome monitoring into the ongoing operations of all patient care services provided. The process will include the collection and analysis of data as it relates to goals set. Through the analysis of data, opportunities for improvement can be identified and prioritized. Once identified, interventions to achieve improvement can be designed and implemented. The Company, under the direction of the Vice President, Quality and Clinical Compliance, will establish what outcome measurements are consistent with the needs of each service. The type of data collected will be under the direction of the Vice President, Quality and Clinical Compliance. The Vice President, Quality and Clinical Compliance will monitor outcomes and report on the success of outcome measures by program and for the entire Company each year.

D. Clinical Compliance and Quality Review Committee

The Vice President, Quality and Clinical Compliance will chair the Clinical Compliance and Quality Review Committee (the "CCQR Committee"). In addition, the CCQR Committee will consist of 1) National Medical Director, 2) Corporate Compliance Officer, 3) Chief Operating Officer, 4) Regional Vice Presidents, OTP Operations, 5) Director, Nursing Education and Compliance, 6) other operations staff with direct clinic responsibility, and 6) CEO. The CCQR Committee will meet at least quarterly and more often when indicated.

E. Reporting Requirements of Program Directors

The Program Director will provide the Vice President, Quality and Clinical Compliance with the following:

1. Notification of any upcoming accreditation, state, DEA and any other compliance survey within 24 hours of notification.

2. Notification of any "high" level incidents in a program.

3. A timely copy of all corrective action plans.
4. A copy of any and all correspondence with any individual or agency related to compliance activities or concerns or clinical concerns.
5. Monthly reports on their program's compliance and clinical services.
6. Recommendations for improvement of clinical services.

F. Clinical Policy and Procedure Manual

The Clinical Policy and Procedure Manual will be reviewed by the Clinical Policy and Procedure Manual Review Committee (the "Clinical Policy Committee") on a yearly basis. Changes in current clinical policies or additions of new policies that are deemed necessary between reviews will be processed on an as needed basis. Requests for clinical policy changes or additions will be made to the Vice President, Quality and Clinical Compliance. All clinical policy and procedure changes and additions will be approved by the Clinical Policy Committee. The Clinical Policy Committee will include 1) Vice President, Quality and Clinical Compliance, 2) Director, Nursing Education and Compliance, 3) the Chief Operating Officer and his/her designee, and 4) National Medical Director. All changes will be reviewed and approved by the CEO.

G. REPORTING AND OVERSIGHT

The Vice President, Quality and Clinical Compliance will provide senior management with monthly updates during monthly operations meetings. Clinical Compliance and Quality Review Reports will be submitted to senior management quarterly. Reports will contain the data from all appropriate, facility specific sources and will include Quality Improvement Plans (when applicable) developed by Program Directors.

The Vice President, Quality and Clinical Compliance and the Director, Medical Services Quality and Compliance will make site visits as needed to provide support, consultation, oversight and perform formal quality and performance evaluations. Site visits by the Vice President, Quality and Clinical Compliance or the Director, Medical Services Quality and Compliance will be performed at least once annually. The frequency of site visits will be dependent upon the needs of the specific site and at the discretion of the Vice President, Quality and Clinical Compliance; the Chief Operating Officer and the CEO. Visits will be announced to the facility director and the Regional Vice President, OTP Operations at least 72 hours prior to the site visit. Unannounced visits will occur as needed and at the discretion of the Vice President, Quality and Clinical Compliance; the Chief Operating Officer and the CEO.

OTP Compliance Managers will report directly to the Vice President, Quality and Clinical Compliance. OTP Compliance Managers will perform site visits at each of their assigned programs at least twice annually. Additional site visits will be dependent upon the needs of the specific site and at the discretion of the Vice President, Quality and Clinical Compliance.

H. Quality Assurance through File Reviews

Contractor Name: Addiction Research and Treatment, Inc. (ART)	**Appendix A- 1**
Program Name: ART – Market Clinic	**Contract Term:** 07/01/21 – 06/30/22
	Funding Source:

Patient File Reviews are measures taken to ensure that the organization maintains a certain level of service quality and meets required Federal, State, County and organizational standards and policies regarding delivered services. Program policy dictates that a File Review System be utilized as a quality control measure; to be conducted on an on-going basis, at least quarterly, to ensure quality, appropriate and efficient service delivery.

1. The Treatment Center Director is responsible for implementing and providing oversight of an on-going file review system to ensure the quality of records. The Treatment Center Director is responsible for ensuring accurate documentation of file reviews is kept and readily accessible for review.

2. Quality Control Measures are conducted to ensure the program meets organizational standards regarding:

A. Quality of Services: Are patients satisfied with the level of service they receive?
B. Appropriateness of Services: Are patients' needs being met?
C. Proper Use of Services: Is program utilizing the services offered at an optimal level?
D. Accuracy of Billing: Was the billing record consistent with the clinical documentation?
E. Patterns of Service Utilization: What is the health status and needs of the patients?

3. Measure through File Review

A. File Reviews, include reviews of:

- Admission records - All admission records will be reviewed 30 days after admission date.
- Current records
- Closed records All closed records will be reviewed within 30 days of discharge date.

4. The program's standardized Patient File System format divides all patient files into sections (i.e. treatment plans, urine analysis, medication history, etc.). File Review forms have been developed to address particular questions in regards to patient treatment, including:

A. Were assessments performed in a thorough, complete and timely manner at the time of admission to treatment?
B. Were ongoing services provided to patient based on needs, as reported by patient through ASAM and medical assessment?
C. Were actual services provided equivalent to patient goals for treatment?
D. Was patient involved in making treatment goals and treatment choices?

5. Questions asked on "File Review" forms include "check-and-balance" type questions surpassing an audit-type form. They include:

A. Is the ASAM complete?
B. Are Releases completed correctly and properly?
C. Was confidential information released according to applicable laws/ regulations?
D. Does Treatment Plan reflect all problems currently being addressed?
E. Are Treatment Plan problems/goals reflective of current and on-going needs assessments?
F. Were the goals and service/treatment objectives of the person served revised where indicated?

G. Does Treatment Plan have clear, measurable, and behavioral objectives?
H. Did the patient receive the required monthly clinical?
I. Did the actual services reflect appropriate level of care and a reasonable duration?
J. Are all clinical notes signed by appropriate *Clinical Staff*?
K. Has yearly medical/physical justification (if applicable) been performed?
L. Are all urine screens timely and documented in the patient's chart?
M. Are the patient's prescription medications documented in the patient's chart and update appropriately?
N. Is State or Federal exception needed? If yes, is it filled out accurately to reflect current medication level/take home status?

6. File Reviews are performed, on an ongoing, random basis as follows:
A. On all current and closed patient files
B. By personnel who are trained & qualified
C. Interactively, with all *Management and Various Staff* reviewing all other *Clinical Staff* patient files
D. Recorded and documented through "File Review" forms

7. File deficiencies that are identified will be documented on the appropriate "File Review" form. Upon return of patient file to Primary Counselor by reviewer, Primary Counselor is responsible for correcting any file errors or deficiencies immediately. Upon completion of corrective action Primary Counselor will sign and date "File Review" form. Completed File Review forms are keeping a separate binder

8. The information collected from the review process is used:
A. To improve the quality of services
B. To identify personnel training needs
C. In performance improvement activities

9. File reviews will occur on a monthly basis in the form of:
A. Peer Review file audits: Peer review meetings will occur weekly under the supervision of the Clinical Manager/Counselor Supervisor.
B. Clinical Manager/Counselor Supervisor file audits: CM/CS will audit random charts from each counselor's caseload monthly.
C. Treatment Center Director file audits: Treatment Center Directors will audit 10 random charts each month.

- Review at least two files admitted within the last two weeks from the date of the review.
- Review at least two files admitted within the last 3-4 weeks from the date of the review.
- Review at least two files discharged within the last 30 days from the date of the review.

D. The Treatment Center Director will be responsible for completing the "Internal Audit Report" form and sending to the Vice President, Quality and Clinical Compliance by the 10th of each month.

9. Required Language:

See instructions on the need and/or the use of this section.

Contractor Name: Addiction Research and Treatment, Inc. (ART)	**Appendix 2**
Program Name: ART – FACET	**Contract Term:** 07/01/21 – 06/30/22
	Funding Source:

1. **Identifiers:**
   Program Name: Addiction Research and Treatment, Inc. (ART) - FACET
   Program Address: 433 Turk St.
   City, State, ZIP: San Francisco, CA 94102
   Telephone/FAX: 415-928-7800
   Website Address: 415-928-3710

   Contractor Address (if different from above): 1720 Lakepointe Dr.
   City, State, ZIP: San Francisco, CA 94103

   Person Completing this Narrative: Nadine Robbins-Laurent
   Telephone: 415-420-6905
   Email Address: nlaurent@baartprograms.com

   Program Code(s) (if applicable):38104

2. **Nature of Document:**

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

3. **Goal Statement:**
   Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

4. **Target Population:**
   1. The FACET program targets pregnant and parenting San Francisco residents abusing and/or addicted to opioids. The FACET Perinatal program includes opioid dependent women with children up to two years old.

      The program will serve, female aged 18 and older (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis)

      The program will serve individuals from all ethnic, racial, religious and cultural backgrounds, regardless of sexual orientation or gender identity.

      The ART – FACET program's target population includes particularly at risk neighborhoods such as the Tenderloin, the Mission District and South of Market

      ART - FACET serves opioid dependent individuals with co-occurring disorders such as HIV, Hep C, TB, diabetes and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

The program will serve individuals from all levels of economic status and serves many individuals who are homeless, living in the streets, in shelters and residential hotels.

2. Modality(s)/Intervention(s)

ART - FACET's primary service function is Medication Assisted Treatment (MAT). The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols and Title 22, Medi-Cal Protocols.

- Methadone Dosing – One dose of methadone either for clinic consumption or take home
- Buprenorphine Dosing - One dose of buprenorphine either for clinic consumption or take home
- Naltrexone - One dose of Naltrexone either for clinic consumption or take home
- Counseling – Ten minute period of face-to-face individual or group counseling. Groups must be 2-12 members in size.
- Naloxone – one naloxone kit provided or dispensed.
- Disulfiram - One dose of Disulfiram either for clinic consumption or take home

The FACET program offers comprehensive opioid treatment for opioid dependent pregnant women and mothers. In addition to medication, patients receive a complete medical examination at point of intake and annually thereafter and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month, parenting classes, support group, childcare, nutrition counseling and coordination of OB-Gyn care.

Ancillary services For FACET patients include medical examinations, urgent primary care (wound care, acute infections, etc) individual and group counseling. HIV, HVC and TB screenings are also offered on site. All ancillary medical services are subcontracted with BAART Community Healthcare, a non-profit community medical clinic.

The UOS and UDC information is documented in App B-2 CRDC

3. Methodology:

Opioid (Narcotic) Treatment Program Services

FACET Program Description

FACET offers comprehensive substance abuse and parenting services to pregnant and parenting opioid dependent women. Women who attend this program receive (1) methadone treatment to reduce physiological withdrawal symptoms form opioid addiction

(2) group and individual counseling (3) parenting and perinatal training and (4) medical services (5) weekly peer group sessions and (6) weekly urine screenings for illicit substances.

Medical services include a complete health assessment upon entering the program (medical, social history, physical examination, laboratory tests and PPD test and STD, HCV, HIV screenings), monthly visits with a licensed nutritionist, pre-natal visits and medical care coordination for the mother, newborn infant and children up to two years old.

In addition to standard MAT documentation, the FACET coordinator maintains all prenatal records, delivery outcomes, APGAR scores, birth weights, weekly urinalysis results and OB/GYNE, multi-disciplinary team and Child Protective Services correspondence. The FACET Coordinator acts as the case manager for each FACET patient by locating and arranging for transitional, temporary and permanent housing as well as assisting with the acquisition of clothing, blankets, infant and child care supplies and coordinating vocational and educational opportunities.

The ART FACET Program seeks to provide a recovery environment where a pregnant substance abusing woman with special needs can access appropriate treatment services. It is the FACET philosophy that when a patient it met with a service oriented, non-judgmental, culturally sensitive, practical substance abuse treatment regimen that addresses self-esteem, medical and family needs the most successful long term treatment outcomes occur.

FACET Augmentation includes services such as additional parenting training and nutritional training for women up to 2 years from termination of pregnancy. A childcare room is available on site for FACET patients to leave their children during doing periods, counseling sessions, medical appointments and group sessions. Although not a licensed day care program, FACET provides patient's children, five years and under, short-term adult supervision in a child friendly play area during clinic hours, Monday through Friday. Other services that are available to patients are medical and pediatric care, educational and nutritional classes, parenting and case management.

In addition to the general Opioid (Narcotic) Treatment Program (OTP) services requirements, the Contractor shall comply with the following specific opioid (narcotic) treatment program services requirements:

1) Opioid (Narcotic) Treatment Program services shall include daily or several times weekly opioid agonist medication and counseling available for those with severe opioid disorder.
The core of OTP treatment is providing patients with medically supervised dosing either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. The following criteria measure

the effectiveness of treatment: toxicology screening, attendance at counseling sessions, employment status, arrest record and other such lifestyle factors.

2) Service Components shall include:

a) **Intake**. During the intake process there is a comprehensive health assessment. This health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e. CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assesses each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases and abscesses. The medical staff also discusses the advantage of HIV antibody testing and/or early medical intervention for those patients who disclose that they HIV+.

b) **Individual and Group Counseling**. Per Title IX Regulation and Best Practices, individual counseling sessions are provided for each patient for a minimum of 50 minutes per month and a maximum of 200 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during the Quarterly Treatment Planning process. Counseling sessions are patient driven focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

c) **Patient Education**. Learning experiences are utilized within the parameters of individual and group counseling sessions with patients that use a combination of methods such as teaching counseling, and behavior modification techniques which influence and enhance patient knowledge, health and illness behavior; enhance education about addiction-related behaviors and consequences

d) **Medication Services**. Medication Services will include methadone, buprenorphine, naltrexone, disulfiram and naloxone, as determined appropriate by the medical provider.

e) **Collateral Services**. The ART Market Clinic offers face-to-face sessions with counselors and significant persons in the personal life of the patient that are focused on the treatment needs of the patient with the purpose of aiding the patient in obtaining support needed to achieve treatment goals.

f) **Crisis Intervention Services**. Services are provided by counselors and medical staff in order to alleviate crises in patient lives or to assist with stabilization of emergency situations.

g) **Treatment Planning**. Treatment Plans are reviewed, revised and signed by the patient, counselor and the Medical Director at least every quarter.

h) **Medical Psychotherapy**. One-on-one counseling conducted by the Medical Director with patients is conducted based on medical determination of need.

i) **Discharge Services**. Throughout treatment, patients shall be cared for with a focus on the facilitation of optimal physical and mental health. That care shall be concluded with the preparation of a comprehensive Discharge Plan. Counselors shall assist patients in terminating treatment in a productive and therapeutically beneficial manner, to whatever extent possible, and shall document patient discharges in a thorough, accurate and timely manner in accordance with regulatory provisions and requirements. Prior to discharge from care provided at our program, and whenever practically possible, patients shall participate in the preparation of a discharge plan. Initial discharge planning shall begin at the earliest possible point in the service delivery process.

4. Objectives and Measurements:

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

5. Continuous Quality Improvement:

ART ensures that there is a proper focus on clinical compliance and clinical quality improvement. We do so through our Department of Quality and Clinical Compliance at the National Support Center. This department ensures that there is a focus on quality services and that there are sufficient resources allocated to achieve this goal. This department reports directly to the CEO.

A. Program Surveys

Program surveys are conducted by the VP of Quality and Clinical Compliance and the Director of Nursing Education at their discretion. Additionally, OTP Compliance Managers perform at least two site visits annually at each program. Site visits will also be conducted by this department within 30 days of a significant external audit result.

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Following the completion of a survey, a written report will be submitted to the CEO. Copies of the report will be circulated to the Program Director, Medical Director of the facility, the National Medical Director, the Corporate Compliance Officer, Vice President, Quality and Clinical Compliance, and the Chief Operating Officer, OTP Operations, and if applicable, any other senior operations staff overseeing the program. The Program Director is responsible for preparing a Quality Improvement Plan and submitting it to his/her Regional Vice President, OTP Operations, the Chief Operating Officer, the Corporate Compliance Officer, the Vice President, Quality and Clinical Compliance, and the CEO within 14 days of receipt. It is the Chief Operating Officer's responsibility for managing the Quality Improvement Process. The Vice President, Quality and Clinical Compliance, or his/her designee, may follow up on the report at any time to consider whether appropriate follow up and action has occurred subsequent to the completion of the Quality Improvement Plan.

B. Staff Education

Each facility develops a Staff Education Committee led by the Program Director that plans and holds a minimum of 6 trainings per year. Plans for staff education will be submitted annually, by the beginning of each calendar year, to Vice President, Quality and Clinical Compliance. Compliance with this quality performance measure will be evaluated during site visits.

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D. Clinical Compliance and Quality Review Committee

The Vice President, Quality and Clinical Compliance will chair the Clinical Compliance and Quality Review Committee (the "CCQR Committee"). In addition, the CCQR Committee will consist of 1) National Medical Director, 2) Corporate Compliance Officer, 3) Chief Operating Officer, 4) Regional Vice Presidents, OTP Operations, 5) Director, Nursing Education and Compliance, 6) other operations staff with direct clinic responsibility, and 6) CEO. The CCQR Committee will meet at least quarterly and more often when indicated.

E. Reporting Requirements of Program Directors

The Program Director will provide the Vice President, Quality and Clinical Compliance with the following:

1. Notification of any upcoming accreditation, state, DEA and any other compliance survey within 24 hours of notification.

2. Notification of any "high" level incidents in a program.

3. A timely copy of all corrective action plans.
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G. REPORTING AND OVERSIGHT

The Vice President, Quality and Clinical Compliance will provide senior management with monthly updates during monthly operations meetings. Clinical Compliance and Quality Review Reports will be submitted to senior management quarterly. Reports will contain the data from all appropriate, facility specific sources and will include Quality Improvement Plans (when applicable) developed by Program Directors.

The Vice President, Quality and Clinical Compliance and the Director, Medical Services Quality and Compliance will make site visits as needed to provide support, consultation, oversight and perform formal quality and performance evaluations. Site visits by the Vice President, Quality and Clinical Compliance or the Director, Medical Services Quality and Compliance will be performed at least once annually. The frequency of site visits will be dependent upon the needs of the specific site and at the discretion of the Vice President, Quality and Clinical Compliance; the Chief Operating Officer and the CEO. Visits will be announced to the facility director and the Regional Vice President, OTP Operations at least 72 hours prior to the site visit. Unannounced visits will occur as needed and at the discretion of the Vice President, Quality and Clinical Compliance; the Chief Operating Officer and the CEO.

OTP Compliance Managers will report directly to the Vice President, Quality and Clinical Compliance. OTP Compliance Managers will perform site visits at each of their assigned programs at least twice annually. Additional site visits will be dependent upon the needs of the specific site and at the discretion of the Vice President, Quality and Clinical Compliance.

H. Quality Assurance through File Reviews

Patient File Reviews are measures taken to ensure that the organization maintains a certain level of service quality and meets required Federal, State, County and organizational standards and policies regarding delivered services. Program policy dictates that a File Review System be utilized as a quality control measure; to be conducted on an on-going basis, at least quarterly, to ensure quality, appropriate and efficient service delivery.

1. The Treatment Center Director is responsible for implementing and providing oversight of an on-going file review system to ensure the quality of records. The Treatment Center Director is responsible for ensuring accurate documentation of file reviews is kept and readily accessible for review.

2. Quality Control Measures are conducted to ensure the program meets organizational standards regarding:

A. Quality of Services: Are patients satisfied with the level of service they receive?
B. Appropriateness of Services: Are patients' needs being met?
C. Proper Use of Services: Is program utilizing the services offered at an optimal level?
D. Accuracy of Billing: Was the billing record consistent with the clinical documentation?
E. Patterns of Service Utilization: What is the health status and needs of the patients?

3. Measure through File Review

A. File Reviews, include reviews of:

- Admission records - All admission records will be reviewed 30 days after admission date.
- Current records
- Closed records All closed records will be reviewed within 30 days of discharge date.

4. The program's standardized Patient File System format divides all patient files into sections (i.e. treatment plans, urine analysis, medication history, etc.). File Review forms have been developed to address particular questions in regards to patient treatment, including:

A. Were assessments performed in a thorough, complete and timely manner at the time of admission to treatment?
B. Were ongoing services provided to patient based on needs, as reported by patient through ASAM and medical assessment?
C. Were actual services provided equivalent to patient goals for treatment?
D. Was patient involved in making treatment goals and treatment choices?

5. Questions asked on "File Review" forms include "check-and-balance" type questions surpassing an audit-type form. They include:

A. Is the ASAM complete?

B. Are Releases completed correctly and properly?
C. Was confidential information released according to applicable laws/ regulations?
D. Does Treatment Plan reflect all problems currently being addressed?
E. Are Treatment Plan problems/goals reflective of current and on-going needs assessments?
F. Were the goals and service/treatment objectives of the person served revised where indicated?
G. Does Treatment Plan have clear, measurable, and behavioral objectives?
H. Did the patient receive the required monthly clinical?
I. Did the actual services reflect appropriate level of care and a reasonable duration?
J. Are all clinical notes signed by appropriate *Clinical Staff*?
K. Has yearly medical/physical justification (if applicable) been performed?
L. Are all urine screens timely and documented in the patient's chart?
M. Are the patient's prescription medications documented in the patient's chart and update appropriately?
N. Is State or Federal exception needed? If yes, is it filled out accurately to reflect current medication level/take home status?

6. File Reviews are performed, on an ongoing, random basis as follows:
A. On all current and closed patient files
B. By personnel who are trained & qualified
C. Interactively, with all *Management and Various Staff* reviewing all other *Clinical Staff* patient files
D. Recorded and documented through "File Review" forms

7. File deficiencies that are identified will be documented on the appropriate "File Review" form. Upon return of patient file to Primary Counselor by reviewer, Primary Counselor is responsible for correcting any file errors or deficiencies immediately. Upon completion of corrective action Primary Counselor will sign and date "File Review" form. Completed File Review forms are keeping a separate binder

8. The information collected from the review process is used:
A. To improve the quality of services
B. To identify personnel training needs
C. In performance improvement activities

9. File reviews will occur on a monthly basis in the form of:
A. Peer Review file audits: Peer review meetings will occur weekly under the supervision of the Clinical Manager/Counselor Supervisor.
B. Clinical Manager/Counselor Supervisor file audits: CM/CS will audit random charts from each counselor's caseload monthly.
C. Treatment Center Director file audits: Treatment Center Directors will audit 10 random charts each month.

- Review at least two files admitted within the last two weeks from the date of the review.
- Review at least two files admitted within the last 3-4 weeks from the date of the review.
- Review at least two files discharged within the last 30 days from the date of the review.

D. The Treatment Center Director will be responsible for completing the "Internal Audit Report" form and sending to the Vice President, Quality and Clinical Compliance by the 10th of each month.

9. Required Language:

See instructions on the need and/or the use of this section.

Contractor Name: Addiction Research and Treatment, Inc. (ART)	**Appendix A- 3**
Program Name: ART – Market Clinic	**Contract Term:** 07/01/21 – 06/30/22
	Funding Source:

1. **Identifiers:**
   Program Name: Addiction Research and Treatment, Inc. (ART)
   Program Address: 1111 Market St.
   City, State, ZIP: San Francisco, CA 94103
   Telephone/FAX: 415-863-3883
   Website Address: 415-863-7343

   Contractor Address (if different from above): 1720 Lakepointe Dr.
   City, State, ZIP: Lewisville, TX 75057

   Person Completing this Narrative: Nadine Robbins-Laurent
   Telephone: 415-420-6905
   Email Address: nlaurent@baartprograms.com

   Program Code(s) (if applicable):**38124**

2. **Nature of Document:**

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

3. **Goal Statement:**
   Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

4. **Target Population:**
   ART program targets San Francisco residents abusing and/or addicted to opioids.

   - **Primary Drug of Addiction:**
     Opioids

   - **Gender:**
     The program will serve male, female and transgender people

   - **Age:**
     Adults aged 18 and older (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis)

   - **Ethnic Background and language needs:**
     The program will serve individuals from all ethnic, racial, religious and cultural backgrounds.

   - **Sexual Orientation:**
     ART will serve individuals regardless of sexual orientation or gender identity

- **Neighborhood:**
  The Market Street Clinic target population includes particularly at risk neighborhoods such as the Tenderloin, the Mission District and South of Market.

- **Homeless Status:**
  The target population includes many individuals who are homeless, living in the streets, in shelters and residential hotels.

- **Co Occurring Disorders:**
  ART serves opioid dependent individuals with co-occurring disorders such as HIV, Hep C, TB, diabetes and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

- **Economic Status:**
  The program will serve individuals from all levels of economic status.

5. Modality(s)/Intervention(s)

ART's primary service function is Medication Assisted Treatment (MAT). The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols and Title 22, Medi-Cal Protocols.

One unit of service for a Narcotic Treatment Program is defined as follows:

- Methadone Dosing – One dose of methadone either for clinic consumption or take home
- Buprenorphine Dosing - One dose of buprenorphine either for clinic consumption or take home
- Naltrexone - One dose of Naltrexone either for clinic consumption or take home
- Counseling – Ten minute period of face-to-face individual or group counseling. Groups must be 2-12 members in size.
- Naloxone – one naloxone kit provided or dispensed.
- Disulfiram - One dose of Disulfiram either for clinic consumption or take home

Ancillary services include medical examinations, urgent primary care (wound care, acute infections, etc) individual and group counseling. HIV, HVC and TB screenings are also offered on site. All ancillary medical services are subcontracted with BAART Community Healthcare, a non-profit community medical clinic.

The UOS and UDC information is documented in App B-3 CRDC

6. Methodology:

Opioid (Narcotic) Treatment Program Services

Contractor Name: Addiction Research and Treatment, Inc. (ART)	**Appendix A- 3**
Program Name: ART – Market Clinic	**Contract Term:** 07/01/21 – 06/30/22
	Funding Source:

In addition to the general Opioid (Narcotic) Treatment Program (OTP) services requirements, the Contractor shall comply with the following specific opioid (narcotic) treatment program services requirements:

1) Opioid (Narcotic) Treatment Program services shall include daily or several times weekly opioid agonist medication and counseling available for those with severe opioid disorder.
The core of OTP treatment is providing patients with medically supervised dosing either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. The following criteria measure the effectiveness of treatment: toxicology screening, attendance at counseling sessions, employment status, arrest record and other such lifestyle factors.

2) Service Components shall include:

a) **Intake**. During the intake process there is a comprehensive health assessment. This health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e. CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assesses each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases and abscesses. The medical staff also discusses the advantage of HIV antibody testing and/or early medical intervention for those patients who disclose that they HIV+.

b) **Individual and Group Counseling**. Per Title IX Regulation and Best Practices, individual counseling sessions are provided for each patient for a minimum of 50 minutes per month and a maximum of 200 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during the Quarterly Treatment Planning process. Counseling sessions are patient driven focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

c) **Patient Education**. Learning experiences are utilized within the parameters of individual and group counseling sessions with patients that use a combination of methods such as teaching counseling, and behavior modification techniques which influence and enhance patient knowledge, health and illness behavior; enhance education about addiction-related behaviors and consequences

d) **Medication Services**. Medication Services will include methadone, buprenorphine, naltrexone, disulfiram and naloxone, as determined appropriate by the medical provider.

e) **Collateral Services**. The ART Market Clinic offers face-to-face sessions with counselors and significant persons in the personal life of the patient that are focused on the treatment needs of the patient with the purpose of aiding the patient in obtaining support needed to achieve treatment goals.

f) **Crisis Intervention Services**. Services are provided by counselors and medical staff in order to alleviate crises in patient lives or to assist with stabilization of emergency situations.

g) **Treatment Planning**. Treatment Plans are reviewed, revised and signed by the patient, counselor and the Medical Director at least every quarter.

h) **Medical Psychotherapy**. One-on-one counseling conducted by the Medical Director with patients is conducted based on medical determination of need.

i) **Discharge Services**. Throughout treatment, patients shall be cared for with a focus on the facilitation of optimal physical and mental health. That care shall be concluded with the preparation of a comprehensive Discharge Plan. Counselors shall assist patients in terminating treatment in a productive and therapeutically beneficial manner, to whatever extent possible, and shall document patient discharges in a thorough, accurate and timely manner in accordance with regulatory provisions and requirements. Prior to discharge from care provided at our program, and whenever practically possible, patients shall participate in the preparation of a discharge plan. Initial discharge planning shall begin at the earliest possible point in the service delivery process.

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

ART ensures that there is a proper focus on clinical compliance and clinical quality improvement. We do so through our Department of Quality and Clinical Compliance at the National Support Center. This department ensures that there is a focus on quality services and that there are sufficient resources allocated to achieve this goal. This department reports directly to the CEO.

A. Program Surveys

Program surveys are conducted by the VP of Quality and Clinical Compliance and the Director of Nursing Education at their discretion. Additionally, OTP Compliance Managers perform at least two site visits annually at each program. Site visits will also be conducted by this department within 30 days of a significant external audit result.

Internal surveyors have the latitude to inspect all aspects of the program as they see fit. Any concerns that are considered significant or egregious will be reported immediately to the VP, Quality and Clinical Compliance and to the CEO.

Following the completion of a survey, a written report will be submitted to the CEO. Copies of the report will be circulated to the Program Director, Medical Director of the facility, the National Medical Director, the Corporate Compliance Officer, Vice President, Quality and Clinical Compliance, and the Chief Operating Officer, OTP Operations, and if applicable, any other senior operations staff overseeing the program. The Program Director is responsible for preparing a Quality Improvement Plan and submitting it to his/her Regional Vice President, OTP Operations, the Chief Operating Officer, the Corporate Compliance Officer, the Vice President, Quality and Clinical Compliance, and the CEO within 14 days of receipt. It is the Chief Operating Officer's responsibility for managing the Quality Improvement Process. The Vice President, Quality and Clinical

Compliance, or his/her designee, may follow up on the report at any time to consider whether appropriate follow up and action has occurred subsequent to the completion of the Quality Improvement Plan.

B. Staff Education

Each facility develops a Staff Education Committee led by the Program Director that plans and holds a minimum of 6 trainings per year. Plans for staff education will be submitted annually, by the beginning of each calendar year, to Vice President, Quality and Clinical Compliance. Compliance with this quality performance measure will be evaluated during site visits.

C. Outcome Measurement Collection and Analysis

The goal of outcome and performance measurement is to provide the highest quality care in an environment of dignity and respect. The objectives are to assess performance through outcome measures and to integrate outcome monitoring into the ongoing operations of all patient care services provided. The process will include the collection and analysis of data as it relates to goals set. Through the analysis of data, opportunities for improvement can be identified and prioritized. Once identified, interventions to achieve improvement can be designed and implemented. The Company, under the direction of the Vice President, Quality and Clinical Compliance, will establish what outcome measurements are consistent with the needs of each service. The type of data collected will be under the direction of the Vice President, Quality and Clinical Compliance. The Vice President, Quality and Clinical Compliance will monitor outcomes and report on the success of outcome measures by program and for the entire Company each year.

D. Clinical Compliance and Quality Review Committee

The Vice President, Quality and Clinical Compliance will chair the Clinical Compliance and Quality Review Committee (the "CCQR Committee"). In addition, the CCQR Committee will consist of 1) National Medical Director, 2) Corporate Compliance Officer, 3) Chief Operating Officer, 4) Regional Vice Presidents, OTP Operations, 5) Director, Nursing Education and Compliance, 6) other operations staff with direct clinic responsibility, and 6) CEO. The CCQR Committee will meet at least quarterly and more often when indicated.

E. Reporting Requirements of Program Directors

The Program Director will provide the Vice President, Quality and Clinical Compliance with the following:

1. Notification of any upcoming accreditation, state, DEA and any other compliance survey within 24 hours of notification.

2. Notification of any "high" level incidents in a program.

3. A timely copy of all corrective action plans.
4. A copy of any and all correspondence with any individual or agency related to compliance activities or concerns or clinical concerns.
5. Monthly reports on their program's compliance and clinical services.
6. Recommendations for improvement of clinical services.

F. Clinical Policy and Procedure Manual

The Clinical Policy and Procedure Manual will be reviewed by the Clinical Policy and Procedure Manual Review Committee (the "Clinical Policy Committee") on a yearly basis. Changes in current clinical policies or additions of new policies that are deemed necessary between reviews will be processed on an as needed basis. Requests for clinical policy changes or additions will be made to the Vice President, Quality and Clinical Compliance. All clinical policy and procedure changes and additions will be approved by the Clinical Policy Committee. The Clinical Policy Committee will include 1) Vice President, Quality and Clinical Compliance, 2) Director, Nursing Education and Compliance, 3) the Chief Operating Officer and his/her designee, and 4) National Medical Director. All changes will be reviewed and approved by the CEO.

G. REPORTING AND OVERSIGHT

The Vice President, Quality and Clinical Compliance will provide senior management with monthly updates during monthly operations meetings. Clinical Compliance and Quality Review Reports will be submitted to senior management quarterly. Reports will contain the data from all appropriate, facility specific sources and will include Quality Improvement Plans (when applicable) developed by Program Directors.

The Vice President, Quality and Clinical Compliance and the Director, Medical Services Quality and Compliance will make site visits as needed to provide support, consultation, oversight and perform formal quality and performance evaluations. Site visits by the Vice President, Quality and Clinical Compliance or the Director, Medical Services Quality and Compliance will be performed at least once annually. The frequency of site visits will be dependent upon the needs of the specific site and at the discretion of the Vice President, Quality and Clinical Compliance; the Chief Operating Officer and the CEO. Visits will be announced to the facility director and the Regional Vice President, OTP Operations at least 72 hours prior to the site visit. Unannounced visits will occur as needed and at the discretion of the Vice President, Quality and Clinical Compliance; the Chief Operating Officer and the CEO.

OTP Compliance Managers will report directly to the Vice President, Quality and Clinical Compliance. OTP Compliance Managers will perform site visits at each of their assigned programs at least twice annually. Additional site visits will be dependent upon the needs of the specific site and at the discretion of the Vice President, Quality and Clinical Compliance.

H. Quality Assurance through File Reviews

Contractor Name: Addiction Research and Treatment, Inc. (ART)	**Appendix A- 3**
Program Name: ART – Market Clinic	**Contract Term:** 07/01/21 – 06/30/22
	Funding Source:

Patient File Reviews are measures taken to ensure that the organization maintains a certain level of service quality and meets required Federal, State, County and organizational standards and policies regarding delivered services. Program policy dictates that a File Review System be utilized as a quality control measure; to be conducted on an on-going basis, at least quarterly, to ensure quality, appropriate and efficient service delivery.

1. The Treatment Center Director is responsible for implementing and providing oversight of an on-going file review system to ensure the quality of records. The Treatment Center Director is responsible for ensuring accurate documentation of file reviews is kept and readily accessible for review.

2. Quality Control Measures are conducted to ensure the program meets organizational standards regarding:

A. Quality of Services: Are patients satisfied with the level of service they receive?
B. Appropriateness of Services: Are patients' needs being met?
C. Proper Use of Services: Is program utilizing the services offered at an optimal level?
D. Accuracy of Billing: Was the billing record consistent with the clinical documentation?
E. Patterns of Service Utilization: What is the health status and needs of the patients?

3. Measure through File Review

A. File Reviews, include reviews of:

- Admission records - All admission records will be reviewed 30 days after admission date.
- Current records
- Closed records All closed records will be reviewed within 30 days of discharge date.

4. The program's standardized Patient File System format divides all patient files into sections (i.e. treatment plans, urine analysis, medication history, etc.). File Review forms have been developed to address particular questions in regards to patient treatment, including:

A. Were assessments performed in a thorough, complete and timely manner at the time of admission to treatment?
B. Were ongoing services provided to patient based on needs, as reported by patient through ASAM and medical assessment?
C. Were actual services provided equivalent to patient goals for treatment?
D. Was patient involved in making treatment goals and treatment choices?

5. Questions asked on "File Review" forms include "check-and-balance" type questions surpassing an audit-type form. They include:

A. Is the ASAM complete?
B. Are Releases completed correctly and properly?
C. Was confidential information released according to applicable laws/ regulations?
D. Does Treatment Plan reflect all problems currently being addressed?
E. Are Treatment Plan problems/goals reflective of current and on-going needs assessments?
F. Were the goals and service/treatment objectives of the person served revised where indicated?

G. Does Treatment Plan have clear, measurable, and behavioral objectives?
H. Did the patient receive the required monthly clinical?
I. Did the actual services reflect appropriate level of care and a reasonable duration?
J. Are all clinical notes signed by appropriate *Clinical Staff*?
K. Has yearly medical/physical justification (if applicable) been performed?
L. Are all urine screens timely and documented in the patient's chart?
M. Are the patient's prescription medications documented in the patient's chart and update appropriately?
N. Is State or Federal exception needed? If yes, is it filled out accurately to reflect current medication level/take home status?

6. File Reviews are performed, on an ongoing, random basis as follows:
A. On all current and closed patient files
B. By personnel who are trained & qualified
C. Interactively, with all *Management and Various Staff* reviewing all other *Clinical Staff* patient files
D. Recorded and documented through "File Review" forms

7. File deficiencies that are identified will be documented on the appropriate "File Review" form. Upon return of patient file to Primary Counselor by reviewer, Primary Counselor is responsible for correcting any file errors or deficiencies immediately. Upon completion of corrective action Primary Counselor will sign and date "File Review" form. Completed File Review forms are keeping a separate binder

8. The information collected from the review process is used:
A. To improve the quality of services
B. To identify personnel training needs
C. In performance improvement activities

9. File reviews will occur on a monthly basis in the form of:
A. Peer Review file audits: Peer review meetings will occur weekly under the supervision of the Clinical Manager/Counselor Supervisor.
B. Clinical Manager/Counselor Supervisor file audits: CM/CS will audit random charts from each counselor's caseload monthly.
C. Treatment Center Director file audits: Treatment Center Directors will audit 10 random charts each month.

- Review at least two files admitted within the last two weeks from the date of the review.
- Review at least two files admitted within the last 3-4 weeks from the date of the review.
- Review at least two files discharged within the last 30 days from the date of the review.

D. The Treatment Center Director will be responsible for completing the "Internal Audit Report" form and sending to the Vice President, Quality and Clinical Compliance by the 10th of each month.

9. Required Language:

See instructions on the need and/or the use of this section.

Contractor Name: Addiction Research and Treatment, Inc. (ART)	**Appendix A- 4**
Program Name: ART – Market Clinic	**Contract Term:** 01/01/22 – 06/30/22
	Funding Source: Prop C

1. **Identifiers:**
   Program Name: Addiction Research and Treatment, Inc. (ART)
   Program Address: 1111 Market St.
   City, State, ZIP: San Francisco, CA 94103
   Telephone/FAX: 415-863-3883
   Website Address: 415-863-7343

   Contractor Address (if different from above): 1720 Lakepointe Dr.
   City, State, ZIP: Lewisville, TX 75057

   Person Completing this Narrative: Nadine Robbins-Laurent
   Telephone: 415-420-6905
   Email Address: nlaurent@baartprograms.com

   Program Code(s) (if applicable):**38124**

2. **Nature of Document:**

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

3. **Goal Statement:**
   Reduce the impact of substance abuse and addiction on the target population by successfully implementing NTP protocols as described in other components of NTP contract with BAART Market St Clinic. This contract will enable staffing the program beyond normal/established program hours, to expand operations to twenty four hours per day, for 7 days per week.

4. **Target Population:**
   ART program targets San Francisco residents abusing and/or addicted to opioids. Major subset of this population is homeless. This will be a primary aim and focus of utilization for after hours services.

   - **Primary Drug of Addiction:**
     Opioids

   - **Gender:**
     The program will serve male, female and transgender people. Major focus will be on serving San Francisco Residents that are homeless and suffer from Opioid Use Disorder.

   - **Age:**
     Adults aged 18 and older (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis)

   - **Ethnic Background and language needs:**

The program will serve individuals from all ethnic, racial, religious and cultural backgrounds.

- **Sexual Orientation:**
  ART will serve individuals regardless of sexual orientation or gender identity

- **Neighborhood:**
  The Market Street Clinic target population includes particularly at risk neighborhoods, where there are significant numbers of homeless individuals, such as the Tenderloin, the Mission District and South of Market.

- **Homeless Status:**
  The target population includes many individuals who are homeless, living in the streets, in shelters and residential hotels.

- **Co Occurring Disorders:**
  ART serves opioid dependent individuals with co-occurring disorders such as HIV, Hep C, TB, diabetes and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.

- **Economic Status:**
  The program will serve individuals from all levels of economic status.

5. Modality(s)/Intervention(s)

ART's primary service function is Medication Assisted Treatment (MAT). The units of service definitions are based on California Code of Regulations (CCR) Title 9, Narcotic Treatment Protocols and Title 22, Medi-Cal Protocols.

One unit of service for a Narcotic Treatment Program is defined as follows:

- Methadone Dosing – One dose of methadone either for clinic consumption or take home
- Buprenorphine Dosing - One dose of buprenorphine either for clinic consumption or take home
- Naltrexone - One dose of Naltrexone either for clinic consumption or take home
- Counseling – Ten minute period of face-to-face individual or group counseling. Groups must be 2-12 members in size.
- Naloxone – one naloxone kit provided or dispensed.
- Disulfiram - One dose of Disulfiram either for clinic consumption or take home

Ancillary services include medical examinations, urgent primary care (wound care, acute infections, etc) individual and group counseling. HIV, HVC and TB screenings are also offered on site. All ancillary medical services are subcontracted with BAART Community Healthcare, a non-profit community medical clinic.

The UOS and UDC information is documented in App B-4 CRDC

6. Methodology:
Opioid (Narcotic) Treatment Program Services

BAART Market St. will be developing and operating a 24 hours-per-day, seven days per week Narcotic Treatment Program (NTP) in California. This will be the next evolution in operating a robust, innovative network of treatment services with enhanced capability to provide treatment on demand and save lives. In doing this BAART Market st will be providing enhanced access to improve major aims of reduced overdoses and adverse consequences of OUD and reduced costs at emergency departments and other systems. all patients admitted to treatment will be enrolled in our NTP program and administered either methadone or buprenorphine literally on-demand. We will ensure either continued treatment at that NTP during normal business hours the following day or arrange transfer to another NTP or buprenorphine "spoke" in a location or setting more convenient for the patient.

- The around the clock staffing will be split into three shifts. Shift 1 has only the additional costs attributable to the intake/admission capabilities on weekends, including a medical provider and counselor to perform the administrative and non-medical components, including assessments. Shifts two and three are only the staff required for intake/admission and dispensing. Those staff include a medical provider, dispensing nurse, counselor/case manager, back-up nurse/front desk person and security guard. Given our senior management's experience running inpatient psych hospitals, we added a staff salary shift differential for the unusual shift hours to ensure we can recruit and retain qualified staff.

- Urgent Care Program Manager is the person with primary responsibility for operating the program in concert with the Treatment Center Director (TCD). The Manager will ensure full, round-the-clock staffing and develop, maintain both incoming and outgoing referral relationships.

- TCD and Regional Vice President (RVP) are administrative positions that will hire and supervise staff as well as manage community relations and other operations. The Arizona experience tells us community relations will be critical to the success of this program.

- After hours administrative on-call is the pay for administrative staff that are called in the middle of the night to deal with non-clinical issues that inevitably arise.

In addition to the general Opioid (Narcotic) Treatment Program (OTP) services requirements, the Contractor shall comply with the following specific opioid (narcotic) treatment program services requirements:

1) Opioid (Narcotic) Treatment Program services shall include daily or several times weekly opioid agonist medication and counseling available for those with severe opioid disorder.

The core of OTP treatment is providing patients with medically supervised dosing either methadone or buprenorphine. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. The following criteria measure the effectiveness of treatment: toxicology screening, attendance at counseling sessions, employment status, arrest record and other such lifestyle factors.

2) Service Components shall include:

a) **Intake**. During the intake process there is a comprehensive health assessment. This health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e. CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assesses each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases and abscesses. The medical staff also discusses the advantage of HIV antibody testing and/or early medical intervention for those patients who disclose that they HIV+.

b) **Individual and Group Counseling**. Per Title IX Regulation and Best Practices, individual counseling sessions are provided for each patient for a minimum of 50 minutes per month and a maximum of 200 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during the Quarterly Treatment Planning process. Counseling sessions are patient driven focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

c) **Patient Education**. Learning experiences are utilized within the parameters of individual and group counseling sessions with patients that use a combination of methods such as teaching counseling, and behavior modification techniques which influence and enhance patient knowledge, health and illness behavior; enhance education about addiction-related behaviors and consequences

d) **Medication Services**. Medication Services will include methadone, buprenorphine, naltrexone, disulfiram and naloxone, as determined appropriate by the medical provider.

e) **Collateral Services**. The ART Market Clinic offers face-to-face sessions with counselors and significant persons in the personal life of the patient that are focused on the treatment needs of the patient with the purpose of aiding the patient in obtaining support needed to achieve treatment goals.

f) **Crisis Intervention Services**. Services are provided by counselors and medical staff in order to alleviate crises in patient lives or to assist with stabilization of emergency situations.

g) **Treatment Planning**. Treatment Plans are reviewed, revised and signed by the patient, counselor and the Medical Director at least every quarter.

h) **Medical Psychotherapy**. One-on-one counseling conducted by the Medical Director with patients is conducted based on medical determination of need.

i) **Discharge Services**. Throughout treatment, patients shall be cared for with a focus on the facilitation of optimal physical and mental health. That care shall be concluded with the preparation of a comprehensive Discharge Plan. Counselors shall assist patients in terminating treatment in a productive and therapeutically beneficial manner, to whatever extent possible, and shall document patient discharges in a thorough, accurate and timely manner in accordance with regulatory provisions and requirements. Prior to discharge from care provided at our program, and whenever practically possible, patients shall participate in the preparation of a discharge plan. Initial discharge planning shall begin at the earliest possible point in the service delivery process.

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

8. **Continuous Quality Improvement:**
   ART ensures that there is a proper focus on clinical compliance and clinical quality improvement. We do so through our Department of Quality and Clinical Compliance at the National Support Center. This department ensures that there is a focus on quality services and that there are sufficient resources allocated to achieve this goal. This department reports directly to the CEO.

9. **Required Language:**
   See instructions on the need and/or the use of this section.

Appendix B
Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3, COMPENSATION, of this Agreement.

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

D. Upon **the effective date** of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health **of an invoice or claim submitted by Contractor, and** of each year's revised

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

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

E. To provide for continuity of services while a new agreement was developed, the Department of Public Health established a contract with Addiction, Research & Treatment, Inc. dba BAART, F$P 1000008854 for the same services and for a contract term which partially overlaps with the term of this new agreement. The existing contract shall be superseded by this new agreement, effective the first day of the month following the date upon which the Controller's Office certifies as to the availability of funds for this new agreement.

2. Program Budgets and Final Invoice

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

B-1: Addiction Research and Treatment Turk Street
B-2: ART-FACET
B-3: ART- MARKET

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 Ninety-Eight Million Two Hundred Eighty Three Thousand One Hundred Five Dollars (98,283,105) for the period of July 1, 2018 through June 30, 2027.

CONTRACTOR understands that, of this maximum dollar obligation, $6,960,769 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, not withstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

July 1, 2018 through June 30, 2019	$	6,339,423
July 1, 2019 through June 30, 2020	$	8,467,268
July 1, 2020 through June 30, 2021	$	8,472,396
July 1, 2021 through June 30, 2022	$	10,036,839
July 1, 2022 through June 30, 2023	$	11,601,282
July 1, 2023 through June 30, 2024	$	11,601,282
July 1, 2024 through June 30, 2025	$	11,601,282
July 1, 2025 through June 30, 2026	$	11,601,282
July 1, 2026 through June 30, 2027	$	11,601,282
	$	91,322,336
Contingency	$	6,960,769
Total	$	98,283,105

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

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

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

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

F. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum

dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

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

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

DHCS Legal Entity Number	N/A					Appendix B, Page 1
Legal Entity Name/Contractor Name	Addiction Research & Treatment				Fiscal Year	2021-2022
Contract ID Number	1000009821				Funding Notification Date	01/26/22
Appendix Number	B-1	B-2	B-3	B-4		
Provider Number	383811	383811	383812	383812		
Program Name	ART Turk	ART FACET	ART Market	ART Market Prop C		
Program Code	38114	38104	38124	38124		
Funding Term	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	1/1/22-6/30/22		
FUNDING USES						**TOTAL**
Salaries	2,033,112	121,212	2,068,191	1,062,801		5,285,316
Employee Benefits	569,271	33,939	579,094	297,584		1,479,888
Subtotal Salaries & Employee Benefits	**2,602,383**	**155,151**	**2,647,285**	**1,360,385**	**-**	**6,765,204**
Operating Expenses	977,987	51,409	933,092	-		1,962,488
Capital Expenses						-
Subtotal Direct Expenses	**3,580,370**	**206,560**	**3,580,377**	**1,360,385**	**-**	**8,727,692**
Indirect Expenses	537,056	30,984	537,049	204,058		1,309,147
Indirect %	15.0%	15.0%	15.0%	15.0%	0.0%	15.0%
TOTAL FUNDING USES	**4,117,426**	**237,544**	**4,117,426**	**1,564,443**	**-**	**10,036,839**
				Employee Benefits Rate		28.0%
BHS MENTAL HEALTH FUNDING SOURCES						
						-
						-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	**-**	**-**	**-**	**-**	**-**	**-**
BHS SUD FUNDING SOURCES						
SUD Fed - DMC FFP, CFDA 93.778	2,572,375		2,572,375			5,144,750
SUD Fed - Perinatal DMC FFP, CFDA 93.778		42,655				42,655
SUD State - DMC	1,385,125		1,385,125			2,770,250
SUD State - Perinatal DMC		22,970				22,970
SUD State - Perinatal Non-DMC		123,765				123,765
SUD County - General Fund	159,926	48,154	159,926			368,006
SUD County - Prop C Homeless Services				1,564,443		1,564,443
TOTAL BHS SUD FUNDING SOURCES	**4,117,426**	**237,544.00**	**4,117,426**	**1,564,443**	**-**	**10,036,839**
OTHER DPH FUNDING SOURCES						
						-
						-
TOTAL OTHER DPH FUNDING SOURCES	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL DPH FUNDING SOURCES	**4,117,426**	**237,544**	**4,117,426**	**1,564,443**	**-**	**10,036,839**
NON-DPH FUNDING SOURCES						
						-
						-
TOTAL NON-DPH FUNDING SOURCES	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	**4,117,426**	**237,544**	**4,117,426**	**1,564,443**	**-**	**10,036,839**
Prepared By	Shane McCullough			**Phone Number**	(214) 379-3305	

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

DHCS Legal Entity Number N/A
Provider Name **Addiction Research & Treatment**
Provider Number 383811

Appendix Number B-1
Page Number 1
Fiscal Year 2021-2022
Funding Notification Date 01/26/22

Program Name		ART Turk	ART Turk	ART Turk	ART Turk	ART Turk	ART Turk	ART Turk	
Program Code		38114	38114	38114	38114	38114	38114	38114	
Mode/SFC (MH) or Modality (SUD)		ODS-120d	ODS-120i	ODS-120g	ODS-120dbc	ODS-120dbm	ODS-120dd	ODS-120dn	
Service Description		ODS NTP Methadone - Dosing	ODS NTP Methadone - Individual Counseling	ODS NTP Methadone - Group Counseling	ODS NTP Dosing - Buprenorphine Combo	ODS NTP Dosing - Buprenorphine Mono	ODS NTP Dosing - Disulfiram	ODS NTP Dosing - Naloxone	
Funding Term		7/1/20-6/30/21	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	
FUNDING USES									**TOTAL**
Salaries & Employee Benefits		1,817,391	578,787	14,177	83,841	19,240	8,488	80,459	2,602,383
Operating Expenses		682,983	217,511	5,328	31,508	7,230	3,190	30,237	977,987
Capital Expenses									-
Subtotal Direct Expenses		**2,500,374**	**796,298**	**19,505**	**115,349**	**26,470**	**11,678**	**110,696**	**3,580,370**
Indirect Expenses		375,056	119,444	2,926	17,302	3,971	1,752	16,605	537,056
TOTAL FUNDING USES		**2,875,430**	**915,742**	**22,431**	**132,651**	**30,441**	**13,430**	**127,301**	**4,117,426**
BHS MENTAL HEALTH FUNDING SOURCES									
									-
									-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		**-**							**-**
BHS SUD FUNDING SOURCES	**Dept-Auth-Proj-Activity**								
SUD Fed - DMC FFP, CFDA 93.778	240646-10000-10001681-0003	1,796,435	572,113	14,014	82,874	19,018	8,390	79,531	2,572,375
SUD State - DMC	240646-10000-10001681-0003	967,310	308,060	7,546	44,625	10,241	4,518	42,825	1,385,125
SUD County - General Fund	240646-10000-10001681-0003	111,685	35,569	871	5,152	1,182	522	4,945	159,926
									-
TOTAL BHS SUD FUNDING SOURCES		**2,875,430**	**915,742**	**22,431**	**132,651**	**30,441**	**13,430**	**127,301**	**4,117,426**
OTHER DPH FUNDING SOURCES									
									-
									-
TOTAL OTHER DPH FUNDING SOURCES		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL DPH FUNDING SOURCES		**2,875,430**	**915,742.00**	**22,431.00**	**132,651.00**	**30,441.00**	**13,430.00**	**127,301.00**	**4,117,426**
NON-DPH FUNDING SOURCES									
									-
TOTAL NON-DPH FUNDING SOURCES		**-**							**-**
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		**2,875,430**	**915,742**	**22,431**	**132,651**	**30,441**	**13,430**	**127,301**	**4,117,426**
BHS UNITS OF SERVICE AND UNIT COST									
Number of Beds Purchased									
SUD Only - Number of Outpatient Group Counseling Sessions									
SUD Only - Licensed Capacity for Narcotic Treatment Programs		800	800	800	800	800	800	800	
Payment Method		Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service		196,141	53,303	5,539	4,305	1,014	1,234	880	
Unit Type		Dose	10 Minutes	10 Minutes	Dose	Dose	Dose	Dose	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		14.66	17.18	4.05	30.81	30.02	10.88	144.66	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		14.66	17.18	4.05	30.81	30.02	10.88	144.66	
Published Rate (Medi-Cal Providers Only)		14.66	17.18	4.05	30.81	30.02	10.88	144.66	**Total UDC**
Unduplicated Clients (UDC)		567	595	595	20	5	5	595	595

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name **ART Turk**
Program Code 38114

Appendix Number B-1
Page Number 2
Fiscal Year 2021-2022
Funding Notification Date 01/26/22

	TOTAL		Dept-Auth-Proj-Activity 240646-10000-10001681-0003									
Funding Term	7/1/21-6/30/22		7/1/21-6/30/22									
Position Title	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**
Administrative Assistant	1.00	57,262	1.00	57,262								
Child Care Worker	1.00	39,416	1.00	39,416								
Counselor	7.00	371,467	7.00	371,467								
Counselor Supervisor	2.00	145,527	2.00	145,527								
Dispensing Nurse	3.83	229,139	3.83	229,139								
Fiscal Clerk	2.00	92,142	2.00	92,142								
Lead Nurse	1.00	63,482	1.00	63,482								
Medical Assistant	3.00	122,824	3.00	122,824								
Medical Director - Addiction Medicine	1.00	253,268	1.00	253,268								
Mental Health Nurse Coordinator	1.00	64,834	1.00	64,834								
Nurse Practitioner NE	2.40	333,584	2.40	333,584								
Physician NE	0.03	7,280	0.03	7,280								
Receptionist	1.25	51,693	1.25	51,693								
Security Guard	2.20	87,481	2.20	87,481								
Treatment Center Director	1.00	90,000	1.00	90,000								
Regional VP	0.14	23,714	0.14	23,714								
	-	-										
	-	-	-	-								
Totals:	29.84	2,033,112	29.84	2,033,112	-	-	-	-	-	-	-	-
Employee Benefits:	28.00%	569,271	28.00%	569,271	0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS		2,602,383		2,602,383		-		-		-		-

Appendix B - DPH 4: Operating Expenses Detail

Program Name **ART Turk**
Program Code 38114

Appendix Number B-1
Page Number 3
Fiscal Year 2021-2022
Funding Notification Date 01/26/22

Expense Categories & Line Items	TOTAL	Dept-Auth-Proj-Activity 240646-10000-10001681-0003				
Funding Term	7/1/21-6/30/22	7/1/21-6/30/22				
Rent	486,130	486,130				
Utilities (telephone, electricity, water, gas)	166,210	166,210				
Building Repair/Maintenance	27,528	27,528				
Occupancy Total:	**679,868**	**679,868**	**-**	**-**	**-**	**-**
Office Supplies	13,226	13,226				
Photocopying	-	-				
Program Supplies	99,619	99,619				
Computer Hardware/Software	12,929	12,929				
Materials & Supplies Total:	**125,774**	**125,774**	**-**	**-**	**-**	**-**
Training/Staff Development	10,525	10,525				
Insurance	30,494	30,494				
Professional License	34,886	34,886				
Permits	40,720	40,720				
Equipment Lease & Maintenance	895	895				
General Operating Total:	**117,520**	**117,520**	**-**	**-**	**-**	**-**
Local Travel	-	-				
Out-of-Town Travel	3,243	3,243				
Field Expenses	-	-				
Staff Travel Total:	**3,243**	**3,243**	**-**	**-**	**-**	**-**
	-	-				
	-	-				
Consultant/Subcontractor Total:	**-**	**-**	**-**	**-**	**-**	**-**
Retention and Recruitment	1,895	1,895				
Client Relations	1,456	1,456				
Billing Expense	48,231	48,231				
Compliance Expense	-	-				
Other Total:	**51,582**	**51,582**	**-**	**-**	**-**	**-**
TOTAL OPERATING EXPENSE	**977,987**	**977,987**	**-**	**-**	**-**	**-**

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

DHCS Legal Entity Number: N/A
Provider Name: **Addiction Research & Treatment**
Provider Number: 383811

Appendix Number: B -2
Page Number: 1
Fiscal Year: 2021-2022
Funding Notification Date: 01/26/22

Program Name		ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	ART FACET	
Program Code		38104	38104	38104	38104	38104	38104	38104	N/A	N/A	N/A	N/A	N/A	
Mode/SFC (MH) or Modality (SUD)		ODS-120d	ODS-120i	ODS-120g	ODS-120dbc	ODS-120dbm	ODS-120dd	ODS-120dn	Anc-68	Anc-68	Anc-68	Anc-68	Anc-68	
Service Description		ODS NTP Methadone - Dosing	ODS NTP Methadone - Individual Counseling	ODS NTP Methadone - Group Counseling	ODS NTP Dosing - Buprenorphine Combo	ODS NTP Dosing - Buprenorphine Mono	ODS NTP Dosing - Disulfiram	ODS NTP Dosing - Naloxone	SA-Ancillary Svcs Case Mgmt	SA-Ancillary Svcs Case Mgmt	SA-Ancillary Svcs Case Mgmt	SA-Ancillary Svcs Case Mgmt	SA-Ancillary Svcs Case Mgmt	
Service Description Detail		N/A	N/A	N/A	N/A	N/A	N/A	N/A	Childcare Support	Medical & Pediatric	Educational & Nutritional	Parenting	Case Mgmt	
Funding Term:		7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	
FUNDING USES														**TOTAL**
Salaries & Employee Benefits		13,928	13,577	219	6,537	6,166	1,869	568	87,377	14,171	3,292	3,683	3,764	155,151
Operating Expenses		4,615	4,499	72	2,166	2,043	619	188	28,952	4,696	1,091	1,221	1,247	51,409
Capital Expenses														-
Subtotal Direct Expenses		**18,543**	**18,076**	**291**	**8,703**	**8,209**	**2,488**	**756**	**116,329**	**18,867**	**4,383**	**4,904**	**5,011**	**206,560**
Indirect Expenses		2,781	2,711	44	1,305	1,231	374	113	17,450	2,830	657	736	752	30,984
TOTAL FUNDING USES		**21,324**	**20,787**	**335**	**10,008**	**9,440**	**2,862**	**869**	**133,779**	**21,697**	**5,040**	**5,640**	**5,763**	**237,544**
BHS MENTAL HEALTH FUNDING SOURCES														
														-
														-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		-	-	-	-	-	-	-	-	-	-	-	-	-
BHS SUD FUNDING SOURCES	**Dept-Auth-Proj-Activity**													
SUD Fed - Perinatal DMC FFP, CFDA 93.778	240646-10000-10001681-0003	13,859	13,512	218	6,505	6,136	1,860	565						42,655
SUD State - Perinatal DMC	240646-10000-10001681-0003	7,465	7,275	117	3,503	3,304	1,002	304						22,970
SUD State - Perinatal Non-DMC	240646-10000-10001681-0003								96,540	15,307	3,653	4,088	4,177	123,765
SUD County - General Fund	240646-10000-10001681-0003								37,239	6,390	1,387	1,552	1,586	48,154
TOTAL BHS SUD FUNDING SOURCES		**21,324**	**20,787**	**335**	**10,008**	**9,440**	**2,862**	**869**	**133,779**	**21,697**	**5,040**	**5,640**	**5,763**	**237,544**
OTHER DPH FUNDING SOURCES														
														-
														-
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-		-	-	-	-	-	-	-
TOTAL DPH FUNDING SOURCES		21,324	20,787	335	10,008	9,440	2,862	869	133,779	21,697	5,040	5,640	5,763	237,544
NON-DPH FUNDING SOURCES														
														-
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-		-	-	-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		21,324	20,787	335	10,008	9,440	2,862	869	133,779	21,697	5,040	5,640	5,763	237,544
BHS UNITS OF SERVICE AND UNIT COST														
Number of Beds Purchased														
SUD Only - Number of Outpatient Group Counseling Sessions														
SUD Only - Licensed Capacity for Narcotic Treatment Programs		50	50	50	50	50	50	50						
Payment Method		Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service		1,351	845	41	278	268	259	6	362	123	120	120	123	
Unit Type		Dose	10 Minutes	10 Minutes	Dose	Dose	Dose	Dose	Hours	Hours	Hours	Hours	Hours	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		15.78	24.60	8.22	35.98	35.20	11.06	144.66	370.00	176.00	42.00	47.00	47.00	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		15.78	24.60	8.22	35.98	35.20	11.06	144.66	370.00	176.00	42.00	47.00	47.00	
Published Rate (Medi-Cal Providers Only)		15.78	24.60	8.22	35.98	35.20	11.06	144.66	N/A	N/A	N/A	N/A	N/A	**Total UDC**
Unduplicated Clients (UDC)		6	6	6	1	1	1	8	10	10	10	10	10	18

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name **ART FACET**
Program Code 38104

Appendix Number B-2
Page Number 2
Fiscal Year 2021-2022
Funding Notification Date 01/26/22

	TOTAL		Dept-Auth-Proj-Activity 240646-10000-10001681-0003									
Funding Term	7/1/21-6/30/22		7/1/21-6/30/22									
Position Title	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**
Child Care Worker	0.06	2,365	0.06	2,365								
Counselor	0.42	22,288	0.42	22,288								
Counselor Supervisor	0.12	8,732	0.12	8,732								
Dispensing Nurse	0.23	13,748	0.23	13,748								
Lead Nurse	0.06	3,809	0.06	3,809								
Medical Assistant	0.18	7,369	0.18	7,369								
Medical Director - Addiction Medicine	0.06	15,196	0.06	15,196								
Nurse Practitioner NE	0.08	12,808	0.08	12,808								
Fiscal Clerk	1.00	29,497	1.00	29,497								
Treatment Center Director	0.06	5,400	0.06	5,400								
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	2.27	121,212	2.27	121,212	-	-	-	-	-	-	-	-
Employee Benefits:	28.00%	33,939	28.00%	33,939	0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS		155,151		155,151		-		-		-		-

Appendix B - DPH 4: Operating Expenses Detail

Program Name **ART FACET**
Program Code 38104

Appendix Number B-2
Page Number 3
Fiscal Year 2021-2022
Funding Notification Date 01/26/22

Expense Categories & Line Items	TOTAL	Dept-Auth-Proj-Activity 240646-10000-10001681-0003				
Funding Term	7/1/21-6/30/22	7/1/21-6/30/22				
Rent	20,807	20,807				
Utilities (telephone, electricity, water, gas)	10,609	10,609				
Building Repair/Maintenance	1,757	1,757				
Occupancy Total:	**33,174**	**33,174**	**-**	**-**	**-**	**-**
Office Supplies	844	844				
Photocopying	-	-				
Program Supplies	6,359	6,359				
Computer Hardware/Software	825	825				
Materials & Supplies Total:	**8,028**	**8,028**	**-**	**-**	**-**	**-**
Training/Staff Development	-	-				
Insurance	1,946	1,946				
Professional License	2,227	2,227				
Permits	2,599	2,599				
Equipment Lease & Maintenance	57	57				
General Operating Total:	**6,829**	**6,829**	**-**	**-**	**-**	**-**
Local Travel	-	-				
Out-of-Town Travel	207	207				
Field Expenses	-	-				
Staff Travel Total:	**207**	**207**	**-**	**-**	**-**	**-**
	-	-				
	-	-				
Consultant/Subcontractor Total:	**-**	**-**	**-**	**-**	**-**	**-**
Retention and Recruitment	-	-				
Client Relations	93	93				
Billing Expense	3,079	3,079				
Compliance Expense	-	-				
Other Total:	**3,171**	**3,171**	**-**	**-**	**-**	**-**
TOTAL OPERATING EXPENSE	**51,409**	**51,409**	**-**	**-**	**-**	**-**

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

DHCS Legal Entity Number N/A
Provider Name **Addiction Research & Treatment**
Provider Number 383812

Appendix Number B-3
Page Number 1
Fiscal Year 2021-2022
Funding Notification Date 01/26/22

Program Name		ART Market	ART Market	ART Market	ART Market	ART Market	ART Market	ART Market	
Program Code		38124	38124	38124	38124	38124	38124	38124	
Mode/SFC (MH) or Modality (SUD)		ODS-120d	ODS-120i	ODS-120g	ODS-120dbc	ODS-120dbm	ODS-120dd	ODS-120dn	
Service Description		ODS NTP Methadone - Dosing	ODS NTP Methadone - Individual Counseling	ODS NTP Methadone - Group Counseling	ODS NTP Dosing - Buprenorphine Combo	ODS NTP Dosing - Buprenorphine Mono	ODS NTP Dosing - Disulfiram	ODS NTP Dosing - Naloxone	
Funding Term:		7/1/20-6/30/21	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	7/1/21-6/30/22	
FUNDING USES									**TOTAL**
Salaries & Employee Benefits		1,731,008	706,516	14,421	85,285	19,572	8,635	81,847	2,647,285
Operating Expenses		610,130	249,026	5,084	30,061	6,898	3,044	28,849	933,092
Capital Expenses									-
Subtotal Direct Expenses		**2,341,138**	**955,542**	**19,505**	**115,347**	**26,471**	**11,679**	**110,696**	**3,580,377**
Indirect Expenses		351,166	143,329	2,926	17,302	3,970	1,751	16,604	537,049
TOTAL FUNDING USES		**2,692,304**	**1,098,871**	**22,431**	**132,649**	**30,441**	**13,430**	**127,300**	**4,117,426**
BHS MENTAL HEALTH FUNDING SOURCES									
									-
									-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
BHS SUD FUNDING SOURCES	**Dept-Auth-Proj-Activity**								
SUD Fed - DMC FFP, CFDA 93.778	240646-10000-10001681-0003	1,682,025	686,523	14,014	82,874	19,018	8,390	79,531	2,572,375
SUD State - DMC	240646-10000-10001681-0003	905,706	369,666	7,546	44,624	10,241	4,518	42,824	1,385,125
SUD County - General Fund	240646-10000-10001681-0003	104,573	42,682	871	5,151	1,182	522	4,945	159,926
									-
TOTAL BHS SUD FUNDING SOURCES		**2,692,304**	**1,098,871**	**22,431**	**132,649**	**30,441**	**13,430**	**127,300**	**4,117,426**
OTHER DPH FUNDING SOURCES									
									-
									-
TOTAL OTHER DPH FUNDING SOURCES		**-**	**-**	**-**	**-**		**-**	**-**	**-**
TOTAL DPH FUNDING SOURCES		**2,692,304**	**1,098,871**	**22,431**	**132,649**	**30,441**	**13,430**	**127,300**	**4,117,426**
NON-DPH FUNDING SOURCES									
									-
TOTAL NON-DPH FUNDING SOURCES		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		**2,692,304**	**1,098,871**	**22,431**	**132,649**	**30,441**	**13,430**	**127,300**	**4,117,426**
BHS UNITS OF SERVICE AND UNIT COST									
Number of Beds Purchased									
SUD Only - Number of Outpatient Group Counseling Sessions									
SUD Only - Licensed Capacity for Narcotic Treatment Programs		900	900	900	900	900	900	900	
Payment Method		Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	
DPH Units of Service		183,650	63,962	5,539	4,419	988	1,234	880	
Unit Type		Dose	10 Minutes	10 Minutes	Dose	Dose	Dose	Dose	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		14.66	17.18	4.05	30.02	30.81	10.88	144.66	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		14.66	17.18	4.05	30.02	30.81	10.88	144.66	
Published Rate (Medi-Cal Providers Only)		14.66	17.18	4.05	30.02	30.81	10.88	144.66	**Total UDC**
Unduplicated Clients (UDC)		567	595	595	20	5	5	595	595

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name **ART Market**
Program Code 38124

Appendix Number B-3
Page Number 2
Fiscal Year 2021-2022
Funding Notification Date 01/26/22

	TOTAL		Dept-Auth-Proj-Activity 240646-10000-10001681-0003									
Funding Term	7/1/21-6/30/22		7/1/21-6/30/22									
Position Title	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**
Counselor	13.03	673,368	13.03	673,368								
Counselor Supervisor	2.00	126,623	2.00	126,623								
Dispensing Nurse	3.08	184,873	3.08	184,873								
Lead Nurse	1.00	65,624	1.00	65,624								
Medical Assistant	1.00	46,259	1.00	46,259								
Nurse Practitioner	1.00	117,411	1.00	117,411								
Patient Navigator, SOR 2 Hub and Spoke Grant	1.00	56,680	1.00	56,680								
Physician Assistant	1.00	128,934	1.00	128,934								
Treatment Center Director	1.10	135,600	1.10	135,600								
Fiscal Clerk	4.28	173,305	4.28	173,305								
Security Guard	2.00	84,739	2.00	84,739								
Regional VP	0.14	23,714	0.14	23,714								
Medical Director	1.05	239,061	1.05	251,060								
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	31.67	2,068,191	31.67	2,068,191	-	-	-	-	-	-	-	-
Employee Benefits:	28.00%	579,094	28.00%	579,094	0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS		2,647,285		2,647,285		-		-		-		-

Appendix B - DPH 4: Operating Expenses Detail

Program Name **ART Market**
Program Code 38124

Appendix Number B -3
Page Number 3
Fiscal Year 2021-2022
Funding Notification Date 01/26/22

Expense Categories & Line Items	TOTAL	Dept-Auth-Proj-Activity 240646-10000-10001681-0003				
Funding Term	7/1/21-6/30/22	7/1/21-6/30/22				
Rent	365,752	365,752				
Utilities (telephone, electricity, water, gas)	144,094	144,094				
Building Repair/Maintenance	51,875	51,875				
Occupancy Total:	**561,721**	**561,721**	**-**	**-**	**-**	**-**
Office Supplies	15,254	15,254				
Photocopying	-	-				
Program Supplies	123,958	123,958				
Computer Hardware/Software	11,556	11,556				
Materials & Supplies Total:	**150,767**	**150,767**	**-**	**-**	**-**	**-**
Training/Staff Development	9,455	9,455				
Insurance	43,714	43,714				
Professional License	37,371	37,371				
Permits	36,040	36,040				
Equipment Lease & Maintenance	609	609				
General Operating Total:	**127,189**	**127,189**	**-**	**-**	**-**	**-**
Local Travel	3,572	3,572				
Out-of-Town Travel	1,105	1,105	-			
Field Expenses	-	-				
Staff Travel Total:	**1,105**	**1,105**	**-**	**-**	**-**	**-**
Consultant/Subcontractor:	-	-				
	-	-				
Consultant/Subcontractor Total:	**-**	**-**	**-**	**-**	**-**	**-**
Retention and Recruitment	-	-				
Client Relations	2,848	2,848				
Billing Expense	87,327	87,327				
Complaince Expense	2,134	2,134				
Other Total:	**92,309**	**92,309**	**-**	**-**	**-**	**-**
TOTAL OPERATING EXPENSE	**933,092**	**933,092**	**-**	**-**	**-**	**-**

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

DHCS Legal Entity Number	N/A						Appendix Number		B-4
Provider Name	**ART Market Prop C**						Page Number		1
Provider Number	383812						Fiscal Year		2021-2022
							Funding Notification Date		01/26/22
		ART Market Prop C							
	Program Name								
	Program Code	38124							
	Mode/SFC (MH) or Modality (SUD)	SecPrev-20							
	Service Description	SA-Sec Prev IDU or IVDU							
	Funding Term:	1/1/22-6/30/22							
FUNDING USES									**TOTAL**
	Salaries & Employee Benefits	1,360,385							1,360,385
	Operating Expenses	-							-
	Capital Expenses								-
	Subtotal Direct Expenses	**1,360,385**							1,360,385
	Indirect Expenses	204,058							204,058
	TOTAL FUNDING USES	**1,564,443**							**1,564,443**
BHS MENTAL HEALTH FUNDING SOURCES									
									-
									-
	TOTAL BHS MENTAL HEALTH FUNDING SOURCES	**-**							**-**
BHS SUD FUNDING SOURCES	**Dept-Auth-Proj-Activity**								
									-
									-
									-
SUD County - Prop C Homeless Services	240646-21531-10037491-0001	1,564,443							1,564,443
	TOTAL BHS SUD FUNDING SOURCES	**1,564,443**							**1,564,443**
OTHER DPH FUNDING SOURCES									
									-
									-
	TOTAL OTHER DPH FUNDING SOURCES	**-**							**-**
	TOTAL DPH FUNDING SOURCES	**1,564,443**							**1,564,443**
NON-DPH FUNDING SOURCES									
									-
	TOTAL NON-DPH FUNDING SOURCES	**-**							**-**
	TOTAL FUNDING SOURCES (DPH AND NON-DPH)	**1,564,443**							**1,564,443**
BHS UNITS OF SERVICE AND UNIT COST									
	Number of Beds Purchased								
	SUD Only - Number of Outpatient Group Counseling Sessions								
	SUD Only - Licensed Capacity for Narcotic Treatment Programs								
	Payment Method	Cost Reimbursement (CR)							
	DPH Units of Service	36,156							
	Unit Type	Staff Hour							
	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	$ 43.27							
	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	$ 43.27							
	Published Rate (Medi-Cal Providers Only)	N/A							**Total UDC**
	Unduplicated Clients (UDC)	N/A							N/A

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Program Name **ART Market Prop C**
Program Code 38124

Appendix Number B-4
Page Number 2
Fiscal Year 2021-2022
Funding Notification Date 01/26/22

	TOTAL		Dept-Auth-Proj-Activity 240646-21531-10037491-0001									
Funding Term	1/1/22-6/30/22		1/1/22-6/30/22									
Position Title	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**	**FTE**	**Salaries**
Medical Staff - Nurse Practitioner	3.20	315,609	3.20	315,609								
Nursing	3.00	139,066	3.00	139,066								
Nursing - Front Desk Fiscal Clerk	3.00	139,066	3.00	139,066								
Security	3.00	139,072	3.00	139,072								
Certified Counselor	3.20	121,900	3.20	121,900								
TCD Oversight	0.20	13,834	0.20	13,834								
Medical Director	0.05	6,924	0.05	6,924								
24/7 / Referral Center Manager	1.00	37,466	1.00	37,466								
Case Manager	1.00	29,973	1.00	29,973								
After Hours Physician On-Call	2.00	119,891	2.00	119,891								
	-	-										
	-	-										
		-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	19.65	1,062,801	19.65	1,062,801	-	-	-	-	-	-	-	-
Employee Benefits:	28.00%	297,584	28.00%	297,584	0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS		1,360,385		1,360,385		-		-		-		-

Appendix B - DPH 4: Operating Expenses Detail

Program Name **ART Market Prop C**
Program Code 38124

Appendix Number B -4
Page Number 3
Fiscal Year 2021-2022
Funding Notification Date 01/26/22

Expense Categories & Line Items	TOTAL	Dept-Auth-Proj-Activity 240646-21531-10037491-0001				
Funding Term	1/1/22-6/30/22	1/1/22-6/30/22				
Rent	-					
Utilities (telephone, electricity, water, gas)	-					
Building Repair/Maintenance	-					
Occupancy Total:	**-**	**-**	**-**	**-**	**-**	**-**
Office Supplies	-					
Photocopying	-					
Program Supplies	-					
Computer Hardware/Software	-					
Materials & Supplies Total:	**-**	**-**	**-**	**-**	**-**	**-**
Training/Staff Development	-					
Insurance	-					
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	-					
General Operating Total:	**-**	**-**	**-**	**-**	**-**	**-**
Local Travel	-					
Out-of-Town Travel	-		-			
Field Expenses	-					
Staff Travel Total:	**-**	**-**	**-**	**-**	**-**	**-**
Consultant/Subcontractor:	-					
	-					
Consultant/Subcontractor Total:	**-**	**-**	**-**	**-**	**-**	**-**
Retention and Recruitment	-					
Client Relations	-					
Billing Expense	-					
Complaince Expense	-					
Other Total:	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL OPERATING EXPENSE	**-**	**-**	**-**	**-**	**-**	**-**

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name **Addiction Research & Treatment** Page Number 1

Contract ID Number 1000009821 Fiscal Year 2021-2022

Funding Notification Date 1/26/22

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Admin Staff - Turk Clinic	1.00	52,062
Fiscal Clerk - Turk Clinic	1.00	49,483
Receptionist	1.00	36,733
Security Guard - Turk Clinic	1.00	42,515
Security Guard - Turk Clinic	1.00	36,733
Fiscal Clerk - Market Clinic	1.00	23,712
Fiscal Clerk - Market Clinic	1.00	40,581
Fiscal Clerk - Market Clinic	1.00	37,939
Security Guard - Market Clinic	1.00	37,939
Security Guard - Market Clinic	1.00	37,939
Billing Management	1.00	117,280
Billing Analyst	1.00	32,061
Fiscal Staff (AP, AR, Audit, Payroll, GL)	1.20	65,548
Other Support (Regional Vice President, VP-Controller, Acctg Manager, Financial Analyst, IT Director, IT staff)	0.45	227,928
Homeless		
Subtotal:	13.65	838,453
Employee Benefits:	28.0%	234,767
Total Salaries and Employee Benefits:		1,073,220

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Billing software and support	17,272
Supplies	2,148
Other Operating Expenses	216,507
Total Operating Costs	235,927

Total Indirect Costs	1,309,147

APPENDIX D

Data Access and Sharing Terms

Article 1 Access

1.1 Revision to Scope of Access (RSA):

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

1.2 Primary and Alternate Agency Site Administrator.

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

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

1.2.2 Communicating with the SFDPH IT Service Desk;

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

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

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

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

1.3 SFDPH IT Service Desk.

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

1.4 Deprovisioning Schedule.

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

1.5 Active Directory.

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

1.6 Role Based Access.

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

1.7 **Training Requirements.**

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

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

1.8 **Agency Data User Confidentiality Agreement.**

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

1.9 **Corrective Action.**

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

1.10 **User ID and Password.**

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

1.11 **Notification of Compromised Password.**

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

1.12 **Multi Factor Authentication.**

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

1.13 **Qualified Personnel.**

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

1.14 **Workstation/Laptop encryption.**

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

1.15 **Server Security.**

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

1.16 **Removable media devices.**

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

1.17 **Antivirus software.**

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

1.18 **Patch Management.**

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

1.19 **System Timeout.**

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

1.20 **Warning Banners.**

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

1.21 **Transmission encryption.**

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

1.22 **No Faxing/Mailing.**

City Data may not be faxed or mailed.

1.23 **Intrusion Detection.**

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

of the City.

1.24 **Security of PHI.**

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

1.25 **Data Security and City Data**

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

1.26 **Data Privacy and Information Security Program.**

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

1.27 **Disaster Recovery.**

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

1.28 **Supervision of Data.**

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

1.29 **As Is Access.**

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

1.30 **No Technical or Administrative Support.**

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

1.31 **City Audit of Agency and Agency Data Users.**

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

1.32 **Minimum Necessary.**

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

1.33 **No Re-Disclosure or Reporting.**

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

1.34 **Health Information Exchange.**

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

1.35 **Subcontracting.**

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

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

Article 2 Indemnity

2.1 Medical Malpractice Indemnification.

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

(a) Read information displayed or transmitted by the System accurately and completely;

(b) Ensure that Agency Data Users are trained on the use of the System;

(c) Be responsible for decisions made based on the use of the System;

(d) Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;

(e) Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;

(f) Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;

(g) Use the System only in accordance with applicable standards of good medical practice.

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

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

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

3.2 Data Breach; Loss of City Data.

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

Agency shall take:

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

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

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

i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

ii. a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and

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

iv. a description of the probable and proximate causes of the breach or security incident; and

v. whether any federal or state laws requiring individual notifications of breaches have been triggered.

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

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

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

ii. cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.

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

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

ii. cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

3.3 **Media Communications**

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

Attachment 1 to Appendix D
System Specific Requirements

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

A. SFDPH Care Link Requirements:

1. Connectivity.

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

2. Compliance with Epic Terms and Conditions.

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

3. Epic-Provided Terms and Conditions

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

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

II. For Access to SFDPH Epic through Epic Hyperspace and Epic Hyperdrive the following terms shall apply:

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

1. Connectivity.

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

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

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

a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Agency must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: https://userweb.epic.com/Forms/AccessApplication. Epic Systems Corporation must notify SFDPH, in writing, of Agency's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Agency will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

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

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

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

2. Information Technology (IT) Support.

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

3. Access Control.

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

b. Each user is unique and agrees not to share accounts or passwords.

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

d. Applicants must complete the credentialling process in accordance with the DHCS MHSUDS Information Notice #18-019.

e. Applicants must complete myAvatar Training.

f. Level of access is based on "Need to Know", job duties and responsibilities.

APPENDIX E

San Francisco Department of Public Health

Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Obligations of Business Associate.

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

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

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

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the

Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

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

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

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

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

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

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

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

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

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

what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

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

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

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

3. Termination.

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

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

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

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

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:		Contractor City Vendor ID	

PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date	

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

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

Contractor Name:		Contractor City Vendor ID	

DATA SECURITY ATTESTATION

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

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

I. All Contractors.

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

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

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature		Date	

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

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

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

Appendix F
PAGE A

Contract ID#
1000009821

INVOICE NUMBER : S04JL21

Contractor : Addiction Research & Treatment Inc. dba: BAART

Template Version: Amendment 1

Address: 1145 Market Street, 10th Floor, San Francisco, CA 94103

User Cd

Ct. PO No.: POHM: SFGOV-0000559143

BHS

Tel No.: (415) 552-7914
Fax No.: (415) 552-3455

Fund Source: SUD State/ County - General Fund

Invoice Period : July 2021

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

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

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

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted UOS	Total Contracted CLIENTS	Delivered THIS PERIOD UOS	Delivered THIS PERIOD CLIENTS	Unit Rate	AMOUNT DUE	Delivered to Date UOS	Delivered to Date CLIENTS	% of TOTAL UOS	% of TOTAL LIENT	Remaining Deliverables UOS	Remaining Deliverables CLIENTS
B-2 ART FACET - 240646-10000-10001681-0003												
Anc-68 SA-Ancillary Svcs Case Mgmt - **Childcare Support**	362				$ 370.00	$ -	0.00		0.00%		362.00	
Anc-68 SA-Ancillary Svcs Case Mgmt - Medical & Pediatric	123				$ 176.00	$ -	0.00		0.00%		123.00	
Anc-68 SA-Ancillary Svcs Case Mgmt - **Educational & Nutritional**	120				$ 42.00	$ -	0.00		0.00%		120.00	
Anc-68 SA-Ancillary Svcs Case Mgmt - **Parenting**	120				$ 47.00	$ -	0.00		0.00%		120.00	
Anc-68 SA-Ancillary Svcs Case Mgmt - **Case Mgmt**	123				$ 47.00	$ -	0.00		0.00%		123.00	
T O T A L	848		0.00				0.00		0.00%		848.00	
	Budget Amount			**$ 171,919.00**			**Expenses To Date**		**% of Budget**		**Remaining Budget**	
							$ -		**0.00%**		**$ 171,919.00**	

SUBTOTAL AMOUNT DUE	$ -
Less: Initial Payment Recovery	
(For DPH Use) Other Adjustments	
NET REIMBURSEMENT	**$ -**

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

Send to:

Behavioral Health Services- Budget/ Invoice Analyst
1380 Howard St, 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

_____ Authorized Signatory

_____ Date

Prepared: 2/17/2022

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

Appendix F
PAGE A

Contract ID#
1000009821

INVOICE NUMBER : S02JL21

Contractor : Addiction Research & Treatment Inc. dba: BAART

Template Version: Amendment 1

Address: 1145 Market Street, 10th Floor, San Francisco, CA 94103

BHS

User Cd

Ct. PO No.: POHM: SFGOV-0000559143

Tel No.: (415) 552-7914
Fax No.: (415) 552-3455

Fund Source: SUD Fed/ State/County - General Fund

Invoice Period : July 2021

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

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

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

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	LIENT	UOS	CLIENTS
B-1 ART Turk Street PC# - 38114 - 240646-10000-10001681-0003												
ODS - 120d ODS NTP Methadone - Dosing	196,141				$ 14.66	$ -	0.00		0.00%		196,141.00	
ODS - 120i ODS NTP Methadone - Individual Counseling	53,303				$ 17.18	$ -	0.00		0.00%		53,303.00	
ODS - 120g ODS NTP Methadone - Group Counseling	5,539				$ 4.05	$ -	0.00		0.00%		5,539.00	
B-3 ART Market Street PC# - 38124 240646-10000-10001681-0003												
ODS - 120d ODS NTP Methadone - Dosing	183,650				$ 14.66	$ -	0.00		0.00%		183,650.00	
ODS - 120i ODS NTP Methadone - Individual Counseling	63,962				$ 17.18	$ -	0.00		0.00%		63,962.00	
ODS - 120g ODS NTP Methadone - Group Counseling	5,539				$ 4.05	$ -	0.00		0.00%		5,539.00	
B-2 ART FACET PC# - 38104 240646-10000-10001681-0003												
ODS - 120d ODS NTP Methadone - Dosing	1,351				$ 15.78	$ -	0.00		0.00%		1,351.00	
ODS - 120i ODS NTP Methadone - Individual Counseling	845				$ 24.60	$ -	0.00		0.00%		845.00	
ODS - 120g ODS NTP Methadone - Group Counseling	41				$ 8.22	$ -	0.00		0.00%		41.00	
T O T A L	510,371		0.00				0.00		0.00%		510,371.00	

	Budget Amount		Expenses To Date	% of Budget	Remaining Budget
		$ 7,669,655.00	$ -	0.00%	$ 7,669,655.00

SUBTOTAL AMOUNT DUE	$ -
Less: Initial Payment Recovery	
(For DPH Use) Other Adjustments	
NET REIMBURSEMENT	$ -

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

_____ _____
Authorized Signatory Date

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

Contract ID#
1000009821

INVOICE NUMBER : S07JL21

Contractor : Addiction Research & Treatment Inc.dba: BAART

Template Version: Amendment 1

User Cd

Address: 1145 Market Street, 10th Floor, San Francisco, CA 94103

BHS

Ct. PO No.: POHM: SFGOV-0000559143

Tel No.: (415) 552-7914
Fax No.: (415) 552-3455

Fund Source: SUD Fed/ State/ Cnty - General Fund

Invoice Period : July 2021

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

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

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

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted UOS	Total Contracted CLIENTS	Delivered THIS PERIOD UOS	Delivered THIS PERIOD CLIENTS	Unit Rate	AMOUNT DUE	Delivered to Date UOS	Delivered to Date CLIENTS	% of TOTAL UOS	% of TOTAL LIENT	Remaining Deliverables UOS	Remaining Deliverables CLIENTS
B-1 ART TURK PC# 38114 - 240646-10000-10001681-0003												
ODS - 120dbc ODS NTP Dosing- Buprenorphine Combo	4,305				$ 30.81	$ -	0.00		0.00%		4,305.00	
ODS - 120dbm ODS NTP Dosing - Buprenorphine Mono	1,014				$ 30.02	$ -	0.00		0.00%		1,014.00	
ODS - 120dd ODS NTP Dosing - Disuliram	1,234				$ 10.88	$ -	0.00		0.00%		1,234.00	
ODS - 120dn ODS NTP Dosing - Naloxone	880				$ 144.66	$ -	0.00		0.00%		880.00	
B-2 ART FACET PC# 38104 - 240646-10000-10001681-0003							0.00					
ODS - 120dbc ODS NTP Dosing Buprenorphine Combo	278				$ 35.98	$ -	0.00		0.00%		278.00	
ODS - 120dbm ODS NTP Dosing - Buprenorphine Mono	268				$ 35.20	$ -	0.00		0.00%		268.00	
ODS - 120dd ODS NTP Dosing - Disuliram	259				$ 11.06	$ -	0.00		0.00%		259.00	
ODS - 120dn ODS NTP Dosing - Naloxone	6				$ 144.66	$ -	0.00		0.00%		6.00	
B-3 ART Market Street PC# 38124 240646-10000-10001681-0003												
ODS - 120dbc ODS NTP Dosing Buprenorphine Combo	4,419				$ 30.02	$ -	0.00		0.00%		4,419.00	
ODS - 120dbm ODS NTP Dosing - Buprenorphine Mono	988				$ 30.81	$ -	0.00		0.00%		988.00	
ODS - 120dd ODS NTP Dosing - Disuliram	1,234				$ 10.88	$ -	0.00		0.00%		1,234.00	
ODS - 120dn ODS NTP Dosing - Naloxone	880				$ 144.66	$ -	0.00		0.00%		880.00	
TOTAL	15,765		0.00				0.00		0.00%		15,765.00	
							Expenses To Date		**% of Budget**		**Remaining Budget**	
	Budget Amount			**$ 630,822.00**			**$ -**		**0.00%**		**$ 630,822.00**	

SUBTOTAL AMOUNT DUE	$ -
Less: Initial Payment Recovery	
(For DPH Use) Other Adjustments	
NET REIMBURSEMENT	**$ -**

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory _____ Date _____

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Contract ID#
1000009821

INVOICE NUMBER: S08JL21

Contractor: Addiction Research & Treatment Inc.dba: BAART

Template Version: Amendment 1

User Cd

Address: 1145 Market Street, 10th Floor, San Francisco, CA 94103

Ct. PO No.: POHM: SFGOV-0000559143

Tel No.: (415) 552-7914
Fax No.: (415) 552-3455

BHS

Fund Source: SUD County - Prop C Homeless Services

Invoice Period: July 2021

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

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED UOS	TOTAL CONTRACTED UDC	DELIVERED THIS PERIOD UOS	DELIVERED THIS PERIOD UDC	DELIVERED TO DATE UOS	DELIVERED TO DATE UDC	% OF TOTAL UOS	% OF TOTAL UDC	REMAINING DELIVERABLES UOS	REMAINING DELIVERABLES UDC	% OF TOTAL UOS	% OF TOTAL UDC
B-4 ART Market PROP C PC# 38124 - 240646-21531-10037491-0001												
SecPrev-20: SA-Sec Prev IDU or IVDU	36,156	-			-	-	0%	0%	36,156	-	100%	0%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	$ 1,062,801.00	$ -	$ -	0.00%	$ 1,062,801.00
Fringe Benefits	$ 297,584.00	$ -	$ -	0.00%	$ 297,584.00
Total Personnel Expenses	$ 1,360,385.00	$ -	$ -	0.00%	$ 1,360,385.00
Operating Expenses:					
Occupancy	$ -	$ -	$ -	0.00%	$ -
Materials and Supplies	$ -	$ -	$ -	0.00%	$ -
General Operating	$ -	$ -	$ -	0.00%	$ -
Staff Travel	$ -	$ -	$ -	0.00%	$ -
Consultant/Subcontractor	$ -	$ -	$ -	0.00%	$ -
Other:	$ -	$ -	$ -	0.00%	$ -
	$ -	$ -	$ -	0.00%	$ -
Total Operating Expenses	$ -	$ -	$ -	0.00%	$ -
Capital Expenditures	$ -	$ -	$ -	0.00%	$ -
TOTAL DIRECT EXPENSES	$ 1,360,385.00	$ -	$ -	0.00%	$ 1,360,385.00
Indirect Expenses	$ 204,058.00	$ -	$ -	0.00%	$ 204,058.00
TOTAL EXPENSES	$ 1,564,443.00	$ -	$ -	0.00%	$ 1,564,443.00
Less: Initial Payment Recovery			NOTES:		
Other Adjustments (DPH use only)					
REIMBURSEMENT		**$ -**			

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

Or email at:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

Date

Prepared: 2/17/2022

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE

Appendix F
PAGE B

Contract ID#
1000009821

Invoice Number
S08JL21

User Cd

CT PO No.

Contractor: Addiction Research & Treatment Inc.dba: BAART

Tel. No.:

DETAIL PERSONNEL EXPENDITURES

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Medical Staff - Nurse Practitioner	3.20	$ 315,609.00	$ -	$ -	0.00%	$ 315,609.00
Nursing	3.00	$ 139,066.00	$ -	$ -	0.00%	$ 139,066.00
Nursing - Front Desk Fiscal Clerk	3.00	$ 139,066.00	$ -	$ -	0.00%	$ 139,066.00
Security	3.00	$ 139,072.00	$ -	$ -	0.00%	$ 139,072.00
Certified Counselor	3.20	$ 121,900.00	$ -	$ -	0.00%	$ 121,900.00
TCD Oversight	0.20	$ 13,834.00	$ -	$ -	0.00%	$ 13,834.00
Medical Director	0.05	$ 6,924.00	$ -	$ -	0.00%	$ 6,924.00
24/7 / Referral Center Manager	1.00	$ 37,466.00	$ -	$ -	0.00%	$ 37,466.00
Case Manager	1.00	$ 29,973.00	$ -	$ -	0.00%	$ 29,973.00
After Hours Physician On-Call	2.00	$ 119,891.00	$ -	$ -	0.00%	$ 119,891.00
TOTAL SALARIES	19.65	$ 1,062,801.00	$ -	$ -	0.00%	$ 1,062,801.00

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Appendix J

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

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

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

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

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

DOCUMENTS INCORPORATED BY REFERENCE

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

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations
https://www.law.cornell.edu/cfr/text/42/part-54

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

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

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

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

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)
http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)
http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines
http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

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

Document 2C: Title 22, California Code of Regulations
http://ccr.oal.ca.gov

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf

Document 2F: Standards for Drug Treatment Programs (October 21, 1981)
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf

Document 2G Drug Medi-Cal Billing Manual
http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Document 3S CalOMS Treatment Data Compliance Standards

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

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

Document 5A : Confidentiality Agreement

Drug Medi-Cal organized Delivery System

Program Specifications

Provider Specifications

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

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

i. Physician

ii. Nurse Practitioners

iii. Physician Assistants

iv. Registered Nurses

v. Registered Pharmacists

vi. Licensed Clinical Psychologists

vii. Licensed Clinical Social Worker

viii. Licensed Professional Clinical Counselor

ix. Licensed Marriage and Family Therapists

x. Licensed Eligible Practitioners working under the supervision of Licensed Clinicians

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

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

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

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

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

Services for Adolescents and Youth

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

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

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

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

Organized Delivery System (ODS) Timely Coverage

Non-Discrimination - Member Discrimination Prohibition

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

a. Title VI of the Civil Rights Act of 1964.

b. Title IX of the Education Amendments of 1972 (regarding education and programs and activities).

c. The Age Discrimination Act of 1975.

d. The Rehabilitation Act of 1973.

e. The Americans with Disabilities Act.

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

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

All beneficiaries shall meet the following medical necessity criteria:

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

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

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

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

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

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

Covered Services

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

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

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

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

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

b. The ability to achieve age-appropriate growth and development.

c. The ability to attain, maintain, or regain functional capacity.

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

General Provisions

Standard Contract Requirements (42 CFR §438.3).

Inspection and audit of records and access to facilities.

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

DMC Certification and Enrollment

1. DHCS certifies eligible providers to participate in the DMC program.

2. Providers of services are required to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contract providers must comply with the following regulations and guidelines:

i. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8

ii. Title 22, Section 51490.1(a)

iii. Exhibit A, Attachment I, Article III.PP – Requirements for Services

iv. Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq

v. Title 22, Division 3, Chapter 3, sections 51000 et. Seq

3. In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

4. BHS shall notify Provider Enrollment Division (PED) of an addition or change of information in a providers pending DMC certification application within 35 days of receiving notification from the provider.

5. Contractors are responsible for ensuring that any reduction of covered services or relocations are not implemented until the approval is issued by DHCS. Contracts must notify BHS with an intent to reduce covered services or relocate. BHS has 35 days of receiving notification of a provider's intent to reduce covered services or relocate to submit, or require the provider to submit, a DMC certification application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
6. BHS ensures that a new DMC certification application is submitted to PED reflecting changes of ownership or address.

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

Continued Certification

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

2. DHCS shall conduct unannounced certification and recertification on-site visits at clinics pursuant to WIC 14043.7.

Laboratory Testing Requirements

1. 42 CFR Part 493 sets forth the conditions that all laboratories shall meet to be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). Except as specified in paragraph (2) of this section, a laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:

i. Has a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for PPM procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory; or ii. Is CLIA-exempt.

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

i. Any facility or component of a facility that only performs testing for forensic purposes;

ii. Research laboratories that test human specimens but do not report patient specific results for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of individual patients; or

iii. Laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), in which drug testing is performed which meets SAMHSA guidelines and regulations. However, all other testing conducted by a SAMHSA-certified laboratory is subject to this rule.

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

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

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

Early Intervention (ASAM Level 0.5)

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

Outpatient Services (ASAM Level 1.0)

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

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

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

Intensive Outpatient Services (ASAM Level 2.1)

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

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

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

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

Residential Treatment Services

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

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

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

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

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

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

Case Management

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

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

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

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

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

Physician Consultation Services

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

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

Recovery Services

1. Recovery services may be delivered concurrently with other DMC-ODS services and levels of care as clinically appropriate. Beneficiaries without a remission diagnosis may also receive recovery services and do not need to be abstinent from drugs for any specified period of time. The service components of recovery services are:

a. Individual and/or group outpatient counseling services;

b. Recovery Monitoring: Recovery coaching and monitoring delivered in-person, by synchronous telehealth, or by telephone/audio-only;

c. Relapse Prevention: Relapse prevention, including attendance in alumni groups and recovery focused events/activities;

d. Education and Job Skills: Linkages to life skill services and supports, employment services, job training, and education services;

e. Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;

f. Support Groups: Linkages to self-help and support services, spiritual and faith based support;

g. Ancillary Services: Linkages to housing assistance, transportation, case management, and other individual services coordination.

2. Beneficiaries may receive recovery services based on a self-assessment or provider assessment of relapse risk. Beneficiaries receiving MAT, including Narcotic (Opioid) Treatment Program services, may receive recovery services. Beneficiaries may receive recovery services immediately after incarceration regardless of whether or not they received SUD treatment during incarceration. Recovery services may be provided in-person, by synchronous telehealth, or by telephone/audio-only. Recovery services may be provided in the home or the community.

3. Recovery services shall be utilized when the beneficiary is triggered, when the beneficiary has relapsed, or simply as a preventative measure to prevent relapse. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, the Contractor shall provide beneficiaries with recovery services.

4. Additionally, the Contractor shall:

   i. Provide recovery services to beneficiaries as medically necessary.

   ii. Provide beneficiaries with access to recovery services after completing their course of treatment.

Withdrawal Management

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

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

Voluntary Termination of DMC-ODS Services

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

Nullification of DMC-ODS Services

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

Hatch Act

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

No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

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

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

Health Insurance Portability and Accountability Act (HIPAA) of 1996

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

Trading Partner Requirements

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

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

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

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

Counselor Certification

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

Cultural and Linguistic Proficiency

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

Trafficking Victims Protection Act of 2000

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

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

Youth Treatment Guidelines

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

Nondiscrimination in Employment and Services

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

Federal Law Requirements:

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

ii. Title IX of the Education Amendments of 1972 (regarding education and programs and activities), if applicable.

iii. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

iv. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

v. Age Discrimination in Employment Act (29 CFR Part 1625).

vi. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

vii. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

viii. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

ix. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

x. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

xi. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

xii. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

xiii. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

State Law Requirements:

i. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).

ii. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

iii. Title 9, Division 4, Chapter 8, commencing with Section 10800.

iv. No state or Federal funds shall be used by the Contractor for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor to provide direct, immediate, or substantial support to any religious activity.

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

I**nvestigations and Confidentiality of Administrative Actions**

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

Beneficiary Problem Resolution Process

Contractors should follow the BHS problem resolution processes which include:

i. A grievance process I

i. An appeal process

iii. An expedited appeal process.

Contract

Provider contracts shall:

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

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

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

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

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

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

i. Culturally Competent Services: Providers are responsible to provide culturally competent services. Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services shall be available for beneficiaries, as needed.

ii. Medication Assisted Treatment: Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.

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

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

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

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

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

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

Contractor Monitoring

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

State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews

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

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

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

Be documented on the DHCS CAP template.

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

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

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

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

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

Reporting Requirements

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

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

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

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

Drug and Alcohol Treatment Access Report (DATAR)

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

Training

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

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

Record Retention

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

Subcontract Termination

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

Control Requirements

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

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

i. HSC, Division 10.5, commencing with Section 11760

ii. Title 9, Division 4, Chapter 8, commencing with Section 13000

iii. Government Code Section 16367.8

iv. Title 42, CFR, Sections 8.1 through 8.6

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

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

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

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

Performance Requirements

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

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

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

a. Lack of educational materials or other resources for the provision of services.

b. Geographic isolation and transportation needs of persons seeking services or remoteness of services.

c. Institutional, cultural, and/or ethnicity barriers.

d. Language differences.

e. Lack of service advocates.

f. Failure to survey or otherwise identify the barriers to service accessibility.

g. Needs of persons with a disability.

Requirements for Services Confidentiality

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

Perinatal Services.

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

ii. Perinatal services shall include:

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

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

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

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

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

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

Naltrexone Treatment Services

For each beneficiary, all of the following shall apply:

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

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

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

Substance Use Disorder Medical Director

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

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

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

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

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

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

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

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

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

Provider Personnel

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

a. Application for employment and/or resume

b. Signed employment confirmation statement/duty statement

c. Job description

d. Performance evaluations

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

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

g. Training documentation relative to substance use disorders and treatment

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

i. Proof of continuing education required by licensing or certifying agency and program

j. Provider's Code of Conduct.

ii. Job descriptions shall be developed, revised as needed, and approved by the provider's governing body.

The job descriptions shall include:

a. Position title and classification

b. Duties and responsibilities

c. Lines of supervision

d. Education, training, work experience, and other qualifications for the position

iii. Written provider code of conduct for employees and volunteers/interns shall be established which addresses at least the following: a. Use of drugs and/or alcohol

b. Prohibition of social/business relationship with beneficiaries or their family members for personal gain

c. Prohibition of sexual contact with beneficiaries

d. Conflict of interest

e. Providing services beyond scope

f. Discrimination against beneficiaries or staff g. Verbally, physically, or sexually harassing, threatening or abusing beneficiaries, family members or other staff

h. Protection of beneficiary confidentiality

i. Cooperate with complaint investigations

iv. If a provider utilizes the services of volunteers and/or interns, written procedures shall be implemented which address:

a. Recruitment

b. Screening and Selection

c. Training and orientation

d. Duties and assignments

e. Scope of practice

f. Supervision

g. Evaluation

h. Protection of beneficiary confidentiality

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

Beneficiary Admission

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

a. DSM diagnosis

b. Use of alcohol/drugs of abuse

c. Physical health status

d. Documentation of social and psychological problems.

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

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

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

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

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

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

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

b. Complaint process and grievance procedures.

c. Appeal process for involuntary discharge.

d. Program rules and expectations.

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

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

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

Assessment

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

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

i. Drug/Alcohol use history

ii. Medical history iii. Family history

iv. Psychiatric/psychological history

v. Social/recreational history

vi. Financial status/history vii. Educational history

viii. Employment history

ix. Criminal history, legal status, and

x. Previous SUD treatment history

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

Beneficiary Record

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

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

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

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

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

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

b. Treatment plans.

c. Progress notes.

d. Continuing services justifications.

e. Laboratory test orders and results.

f. Referrals.

g. Discharge plan.

h. Discharge summary.

i. Contractor authorizations for Residential Services.

j. Any other information relating to the treatment services rendered to the beneficiary.

Diagnosis Requirements

i. The Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information if completed by a counselor through a face-to-face review or telehealth with the counselor to establish a beneficiary meets the medical necessity criteria in Article III.B.2.ii.

a. The Medical Director or LPHA shall document separately from the treatment plan the basis for the diagnosis in the beneficiary's record within 30 calendar days of each beneficiary's admission to treatment date.

i. The basis for the diagnosis shall be a narrative summary based on DSM-5 criteria, demonstrating the Medical Director or LPHA evaluated each beneficiary's assessment and intake information, including their personal, medical, and substance use history.

ii. The Medical Director or LPHA shall type or legibly print their name, and sign and date the diagnosis narrative documentation. The signature shall be adjacent to the typed or legibly printed name.

Physical Examination Requirements

i. If a beneficiary had a physical examination within the twelve-month period prior to the beneficiary's admission to treatment date, the physician or registered nurse practitioner or physician's assistant (physician extenders) shall review documentation of the beneficiary's most recent physical examination within 30 calendar days of the beneficiary's admission to treatment date.

a. If a provider is unable to obtain documentation of a beneficiary's most recent physical examination, the provider shall describe the efforts made to obtain this documentation in the beneficiary's individual patient record.

ii. As an alternative to complying with paragraph (i) above or in addition to complying with paragraph (i) above, the physician or physician extender may perform a physical examination of the beneficiary within 30 calendar days of the beneficiary's admission to treatment date.

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

Treatment Plan

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

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

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

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

2. Goals to be reached which address each problem.

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

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

6. The assignment of a primary therapist or counselor.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sign-in Sheet

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

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

b. The date of the counseling session.

c. The topic of the counseling session.

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

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

Progress Notes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Beneficiary’s name.

2. The purpose of the service.

3. A description of how the service relates to the beneficiary's treatment plan problems, goals, action steps, objectives, and/or referrals.

4. Date, start and end times of each service.

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

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

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

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

1. Beneficiary's name.

2. The purpose of the service.

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

Continuing Services

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

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

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

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

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

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

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

5. The beneficiary's prognosis.

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

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

Discharge

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

i. A description of each of the beneficiary's relapse triggers.

ii. A plan to assist the beneficiary to avoid relapse when confronted with each trigger.

iii. A support plan.

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

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

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

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

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

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

Reimbursement of Documentation

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

a. The date the progress note was completed.

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

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

Substance Abuse Block Grant

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

Federal Award Subrecipient

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

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

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

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

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

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

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

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

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

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

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

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

Section 1 – Control Requirements

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

a) HSC, Division 10.5, Part 2 commencing with Section 11760.

b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000.

c) Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7.

d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.

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

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

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

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

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

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

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

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

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

Section 2 – General Provisions

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

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

B. Primary Prevention

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

C. Friday Night Live

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

1. Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at http://fridaynightlive.org/about-us/cfnlp-overview/

2. Use the prevention data collection and reporting service for all FNL reporting including profiles and chapter activity.

3. Follow the FNL Data Entry Instructions for the PPSDS as provided by DHCS.

4. Meet the Member in Good Standing (MIGS) requirements, as determined by DHCS in conjunction with the California Friday Night Live Collaborative and the California Friday Night Live Partnership. Contractors that do not meet the MIGS requirements shall obtain technical assistance and training services from the California Friday Night Live Partnership and develop a technical assistance plan detailing how the Contractor intends to ensure satisfaction of the MIGS requirements for the next review.

D. Perinatal Practice Guidelines

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

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

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

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

Section 3 - Performance Provisions

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

B. Performance Requirements

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

a) Lack of educational materials or other resources for the provision of services.

b) Geographic isolation and transportation needs of persons seeking services or remoteness of services.

c) Institutional, cultural, and/or ethnicity barriers.

d) Language differences.

e) Lack of service advocates.

f) Failure to survey or otherwise identify the barriers to service accessibility.

g) Needs of persons with a disability.

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

Part II – General

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

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

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

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

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

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

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

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

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

1. Trading Partner Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

2. Reduce barriers to patients' accepting TB treatment.

3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

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

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

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

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

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

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

employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

U. Federal Law Requirements:

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

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10.Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11.The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

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

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

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

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

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

W. Additional Contract Restrictions

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

X. Information Access for Individuals with Limited English Proficiency

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

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

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

(4) The Provider must comply with Contractor's standards for timely access to care and services, taking into account the urgency of the need for services:
   (e) Provider must complete Timely Access Log for all initial requests of services.
   (f) Provider must offer outpatient services within 10 business days of request date (if outpatient provider).
   (g) Provider must offer Opioid Treatment Services (OTP) services within 3 business days of request date (if OTP provider).
   (h) Provider must offer regular hours of operation.

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

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

DOCUMENTS INCORPORATED BY REFERENCE

All SABG documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website: https://www.dhcs.ca.gov/provgovpart/Pages/SAPT-Block-Grant-Contracts.aspx

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

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations https://www.law.cornell.edu/cfr/text/42/part-54

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

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

Document 1G: Perinatal Practice Guidelines FY 2018-19 https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_G uidelines_FY1819.pdf

Document 1K: Drug and Alcohol Treatment Access Report (DATAR) User Manual http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx

Document 1P: Alcohol and/or Other Drug Program Certification Standards (May 1, 2017) http://www.dhcs.ca.gov/Documents/DHCS_AOD_Certification_Standa rds.pdf

Document 1V: Youth Treatment Guidelines http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Gui delines.pdf

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

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

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

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

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

Document 3S: CalOMS Treatment Data Compliance Standards http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_data_cmplia nce%20standards%202014.pdf

Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
Document 3T(a): SAPT Authorized and Restricted Expenditures Information (April 2017)

Document 3V : Culturally and Linguistically Appropriate Services (CLAS) National Standards
https://www.minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53

Document 5A : Confidentiality Agreement