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Board of Supervi	sors Meeting		Date _	July 24, 2018
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Completed by: Linda Wong
Completed by: Linda Wong

Date July 20, 2018
Date

[Contract Agreement - Regents of the University of California - Behavioral Health Services for Adults and Older Adults - Not to Exceed \$22,811,510]

Resolution approving a contract agreement between the Department of Public Health and The Regents of the University of California, for behavioral health services for adults and older adults for a contract term of five years, from July 1, 2018, through June 30, 2022, in an amount not to exceed \$22,811,510.

WHEREAS, The Department of Public Health, in order to provide behavioral health services for adults and older adults residing in of San Francisco, conducted three Requests for Proposals (RFPs) in 2016 and 2017, for Substance Use Disorder Treatment Services and Support (RFP 26-2016), Mental Health Outpatient Programs for Adults/Older Adults (RFP 8-2017), and Intensive Case Management (RFP 11-2017), awarding a contract to provide those services to the Regents of the University of California;

WHEREAS, A copy of the original agreement is on file with the Clerk of the Board of Supervisors in File No._____, which is hereby declared to be a part of this resolution as if set forth fully herein; and

WHEREAS, In order to ensure continuity of services, under San Francisco
Administrative Code, Section 21.42, the Department of Public Health has established an
interim contract agreement with The Regents of the University of California for a
contract term which partially overlaps the term of this contract agreement; and

WHEREAS, Until the final FY2018-2019 Department of Public Health budget is approved by the Board of Supervisors, Contractor is unable develop its final FY2018-2019 budget, this contract agreement contains FY2017-2018 budget documents, which will be revised to reflect the Department of Public Health's FY2018-2019 budget as

approved by the Board of Supervsiors, and which will not exceed the maximum compensation specified in this contract agreement; and

WHEREAS, That interim contract shall terminate and be replaced by this 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 agreement; and

WHEREAS, That interim contract shall be extended only to allow for reconciliation and payment for services provided during the period not replaced by this contract agereement; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the City and County of San Francisco, to execute a contract with The Regents of the University of California in the amount of \$22,811,510 for a total term of July 1, 2018, through June 30, 2022; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of Public Health to enter into any amendments or modifications to the contract, prior to its final execution by all parties, that the Department determines, in consultation with the City Attorney, are in the best interest of the City, do not otherwise materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the contract, and are in compliance with all applicable laws; and, be it

FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed by all parties, the Director of Heath and/or the Director of the Office of Contract Administration/Purchaser shall provide the final contracts to the Clerk of the Board for inclusion into the official file (File No. 100).

RECOMMENDED:

Director of Health

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Department of Public Health BOARD OF SUPERVISORS

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Item 5	Department:
File 18-0716	Department of Public Health (DPH)

EXECUTIVE SUMMARY

Legislative Objectives

The proposed resolution would approve a contract between the Department of Public Health (DPH) and University of California, San Francisco (UCSF) to provide behavioral health services for adults and older adults, for a term of four years, from July 1, 2018 to June 30, 2022, in the amount not to exceed \$22,811,510.

Key Points

- DPH issued Requests for Proposals (RFPs) for new behavioral health providers in 2016 and 2017. DPH awarded a contract to UCSF to provide various behavioral health and associated services to transitional age youth and adults with mental health and/or substance use disorders.
- UCSF had a prior contract with DPH for these services that expired on December 31, 2017. Because DPH and UCSF had not completed negotiations on the new contract when the prior contract expired, DPH entered into an interim contract with UCSF to continue providing services from January 1, 2018 through December 31, 2018 in the amount of \$8,773,131. The term of the interim contract and the term of the proposed new contract overlap for the six month period from July 1, 2018 through December 31, 2018. The proposed legislation contains specific language stating that the interim contract will terminate and be replaced by this new contract.

Fiscal Impact

■ The contract is for \$22,811,510 over the four-year term, including the 12 percent contingency. Contract services are funded by federal, state, and city sources.

Policy Consideration

DPH issued 20 competitive solicitations for new behavioral health service contracts in 2017 to replace the contracts expiring on December 31, 2017. Due to delays in solicitations, awards, and negotiations, DPH was not able to enter into new contracts with the providers selected through the competitive solicitation by the planned start date of January 1, 2018. According to DPH Director of Business Operations, DPH is undertaking process improvements to address delays in soliciting and awarding future contracts.

Recommendations

- Amend the proposed resolution to specify that the approval is retroactive to July 1, 2018.
- Approve the proposed resolution as amended.

MANDATE STATEMENT

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

BACKGROUND

The Department of Public Health (DPH) issued Requests for Proposals (RFPs) for new behavioral health providers in 2016 and 2017 for the following services:

- 1. Substance Use Disorder Treatment Services and Support,
- 2. Mental Health Outpatient Programs for Adults and Older Adults, and
- 3. Intensive Case Management.

According to Ms. Jacquie Hale, Manager of DPH Contracts Management and Compliance, each RFP had multiple categories and DPH awarded multiple contracts to respondents who had a score of at least 70 percent of the maximum score. DPH awarded a contract to the University of California, San Francisco (UCSF) to provide the services shown in Table 1 below.

Table 1: UCSF's Proposals and Scores for RFPs

Program	Score	Percentage of Maximum Score
Substance Use Disorder Treatment Services		
UCSF Citywide Case Management	244.30	93.96%
Adult and Older Adult Mental Health Outpatient Services—		
Specialized Outpatient Programming		
NOVA Criminal Offenders Mental Health Outpatient Program	214.40	97.45%
Adult and Older Adult Mental Health Outpatient Services—		
Supportive Housing Mental Health Outpatient Services		
UCSF Citywide—240 Direct Access to Housing Residents	204.80	93.09%
UCSF Citywide—SRO's under Housing First Portfolio	203.80	92.63%
Mental Health Intensive Case Management (ICM)		
Adult ICM Non-Full Service Provider (FSP)	215.50	84.51%
Forensic FSP Program	203.00	79.61%
Intensive Hospital to Community Linkage Program	185.42	72.71%
Assisted Outpatient Treatment Program	188.50	73.92%

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a contract for behavioral health services between DPH and UCSF for (1) a term of approximately four years from July 1, 2018 to June 30, 2022, and (2) an amount not to exceed \$22,811,510.

Interim Contract

UCSF had a prior contract with DPH for these services that expired on December 31, 2017. Because DPH and UCSF had not completed negotiations on the new contract when the prior contract expired, DPH entered into an interim contract with UCSF to continue providing services from January 1, 2018 through December 31, 2018 in the amount of \$8,773,131. According to the contract, the City's Office of Contract Administration approved the interim contract as a sole source contract per Administrative Code Section 21.42.

The term of the interim contract and the term of the proposed new contract overlap for the six month period from July 1, 2018 through December 31, 2018. The proposed legislation contains specific language stating that the interim contract will terminate and be replaced by this new contract, effective the first day of the month following the date that the Controller's Office certifies as to the availability of funds.

Contract Services

Under the proposed contract, UCSF will provide the following services:

- Citywide Linkage: assists transitional age, adult, and older adult outpatient clients to access medical care, benefits (food stamps, cash aid, other), housing, legal advocacy, and other services;
- Citywide NoVA: case management, mental health, and crisis intervention services for mentally ill adults leaving the criminal justice system;
- Citywide Roving Team: case management, mental health, and crisis intervention services for formerly homeless adults living in master lease supportive housing;
- Citywide Services for Supportive Housing: case management, mental health, medication support, crisis intervention, and other non-medical support for formerly homeless adults living in Richardson and Rene Cazenave Apartments;
- Citywide STOP: outpatient substance abuse services to clients enrolled in UCSF intensive case management programs;
- Citywide STOP Sobering Center Case Management: program administration and development for Drug Medi-Cal Organized Delivery System; and
- Citywide Assisted Outpatient Treatment: comprehensive clinical case management to severely mentally ill adults who have been ordered by the court or entered into a settlement agreement with the court to participate in outpatient treatment.

FISCAL IMPACT

Over the approximately four-year contract term, DPH would pay UCSF an amount not to exceed \$22,811,510. The sources and uses breakdown is shown in Table 2 below.

Table 2: Sources and Uses of UCSF Contract

Sources	Annual Amount	Total Amount
Federal Sources	\$1,579,478	\$6,317,912
State Sources	693,651	2,774,604
General Fund	2,106,552	8,426,208
Interdepartmental Work Orders	712,174	2,848,696
Subtotal	\$5,091,855	\$20,367,420
Uses	Annual Amount	Total Amount
Salaries	\$3,007,930	\$12,031,718
Employee Benefits	1,253,909	5,015,637
Operating Expenses	284,462	1,137,848
Indirect Expenses	545,555	2,182,220
Subtotal	\$5,091,855	<i>\$20,367,420</i>
Contingency (12%)		2,444,090
Total		\$22,811,510

^{*}Totals may not add due to rounding

POLICY CONSIDERATION

In 2010 the Board of Supervisors approved new contracts between DPH and 19 community-based providers¹ and the University of California San Francisco (UCSF) to provide behavioral health services to DPH clients from July 2010 through December 2015. In June 2015, DPH informed the Board of Supervisors of their intention to request two-year contract extensions in order to meet the requirements of the Affordable Care Act, including integrating community based services into DPH's San Francisco Health Network. The Board of Supervisors approved increasing contract amounts and extending contract terms through December 31, 2017 for 17 community-based providers² and UCSF.

¹ According to the Budget and Legislative Analyst's report to the December 1, 2010 Budget and Finance Committee meeting, these 19 community-based providers included: Alternative Family Services, Asian American Recovery Services, Baker Places, Bayview Hunters Point Foundation, Central City Hospitality House, Community Awareness and Treatment Services, Community Vocational Enterprises, Conard House, Edgewood Center for Children and Families, Family Service Agency, Haight Ashbury Free Clinics, Hyde Street Community Service, Instituto Familiar de la Raza, Progress Foundation, Richmond Area Multi-Services (RAMS), San Francisco Study Center, Seneca Center, Walden House, and Westside Community Mental Health Center. Walden House and Haight Ashbury Free Clinics subsequently combined to form HealthRight360.

² According to the Budget and Legislative Analyst's reports to the December 2, 2015 and December 9, 2015 Budget and Finance Committee meetings, these 17 community-based providers included: A Better Way, Alternative Family Services, Baker Places, Central City Hospitality House, Community Awareness and Treatment Services, Conard House, Edgewood Center for Children and Families, Family Service Agency, HealthRight360, Hyde Street Community Service, Instituto Familiar de la Raza, Larkin Street Youth Services, Oakes Children's Center, Progress Foundation, Richmond Area Multi-Services (RAMS), Seneca Center, and Westside Community Mental Health Center.

DPH issued 20 competitive solicitations for new behavioral health service contracts between March 2017 and August 2017 to replace the contracts expiring on December 31, 2017³. According to Ms. Michelle Ruggels, DPH Director of Business Operations, due to delays in solicitations, awards, and negotiations, DPH was not able to enter into new contracts with the behavioral health service providers selected through the competitive solicitation by the planned start date of January 1, 2018.

In order to continue services, DPH entered into interim contracts for the one-year period between January 1, 2018 through December 31, 2018 with existing behavioral health service providers who had been awarded new contracts through the new solicitation.

According to Ms. Ruggels, DPH is undertaking process improvements to address delays in soliciting and awarding future contracts, including filling vacant positions, developing solicitation schedules and issuing solicitations at an earlier date in the process, and coordinating with the Controller's Office to rout contract documents electronically.

RECOMMENDATIONS

- 1. Amend the proposed resolution to specify that the approval is retroactive to July 1, 2018.
- 2. Approve the proposed resolution as amended.

BUDGET AND LEGISLATIVE ANALYST

³ These 20 solicitations included the four RFPs/RFQ to which the Family Services Agency responded and was awarded a contract.

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

Agreement between the City and County of San Francisco and
The Regents of the University of California, A Constitutional Corporation,
on behalf of its San Francisco Campus
UC SFGH Clinical Practice Group SFGH/Comm Focus PGM

This Agreement is made this 1st day of July 1, 2018 in the City and County of San Francisco, State of California, by and between: The Regents of the University of California, on behalf of its San Francisco campus, acting by and through its Office of Research, a California Constitutional corporation, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

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

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-26-2016, RFP-08-2017 and RFP-11-2017, Request for Proposals ("RFP's") issued on August 26, 2016, August 27, 2017 and June 12, 2017 respectively in which City selected Contractor as the highest qualified scorer pursuant to the RFP's; and

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

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

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

WHEREAS, approval for this Agreement was obtained when the Board of Supervisors approved Resolution number Number on ;

Now, THEREFORE, the parties agree as follows:

 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's

1 | Page

Original Agreement, Contract ID# 1000010136 UC P-500 (8-15; DPH 7-14)

Regents UNIV OF CA/SFGH PSYCHIATY DPT July 1, 2018, BOS

obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from July 1, 2018 to June 30, 2022.

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing. However, City shall pay for services performed from the beginning date of the term of the Agreement upon certification of the Controller of the availability of funds.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Services to be provided by Contractor," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Public Health, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed Twenty Two Million Eight Hundred Eleven Thousand Five Hundred Ten Dollars (\$22,811,510). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

Payments shall become due to Contractor pursuant to the payment provisions set forth in the statement of work when reports are received, services are rendered, or both, as required under and 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. Prior to the withholding of payment to Contractor for those services which City believes Contractor has failed or refused to satisfy pertaining to any material obligation under this Agreement, the parties agree that they will meet and discuss in good faith the alleged failure or refusal as soon as practicable after it becomes known to the City.

In no event shall City be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs

- a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- b. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.
- c. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.
- d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number and must conform to Appendix F. All amounts paid by City to Contractor shall be subject to audit by City.

Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

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

9. Disallowance

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

By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

10. Taxes

- a. Payment, as applicable, of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Nothing in that paragraph shall be interpreted as a waiver of any immunities or defenses that Contractor may otherwise have.
- b. Without waiving its rights afforded to it as a California Constitutional Corporation, Contractor states as follows: Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:
- (1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.
- (2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
- (3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (See, e.g., Rev. & Tax. Code Section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
- (4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work

The payment by City for Services under this Agreement, or the receipt of payment thereof by Contractor, shall in no way affect the obligation of Contractor to perform the Services set forth in Appendix A of this Agreement, nor does it preclude City from seeking any available legal remedy should Contractor fail to perform such Services.

12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. To the extent possible, Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment

- a. City shall not be responsible for any damage to persons or property to the extent it is a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City, while such equipment is in the sole care, custody, and control of Contractor.
- b. Any equipment purchased by Contractor with funds provided under the terms of this Agreement shall be deemed to be the property of the City and title to such equipment shall vest in the City. Contractor shall notify the Contract Administrator of any purchase of equipment in writing and shall provide an inventory of such equipment to the Contract Administrator within thirty (30) calendar days of the expiration or termination of this Agreement. If payment under this Agreement is based on a fee for service, equipment purchased using funds from this Agreement shall be referenced in Appendix B.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

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

b. Payment of Taxes and Other Expenses.

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

15. Insurance

Contractor and City agree that each party will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit each party to discharge promptly any obligations each incurs by operation of this Agreement. A certificate of insurance is not required from either party. In the event an insurance waiver is required or approved, it shall be attached hereto as Appendix C.

16. Indemnification

- a. Contractor shall defend, indemnify, and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.
- b. City shall defend, indemnify, and hold Contractor, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees.
- 17. Incidental and Consequential Damages Deleted by agreement of the parties.
- 18. Liability of City Deleted by agreement of the parties.
- 19. Liquidated Damages Deleted by agreement of the parties.
- 20. Default; Remedies

- a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:
- (1) Either party fails or refuses to perform or observe any material term, covenant, or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57,64and item 1 of Appendix D attached to this Agreement.
- (2) Either party fails or refuses to perform or observe any other material term, covenant or condition contained in this Agreement, and such default continues for a period of ten days without cure after written notice thereof from the nonbreaching party to the breaching party. However, the parties may agree in writing to extend the cure period.
- (3) Either party (a) is generally not paying its debts as they become due, (b) 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, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of such party or of any substantial part of such party's property or (e) takes action for the purpose of any of the foregoing.
- (4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to such party or with respect to any substantial part of such party's property, (b) 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 (c) ordering the dissolution, winding-up or liquidation of such party.
- b. On and after any Event of Default, the nonbreaching party shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement.
- c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

- a. Either party may terminate this Agreement by giving thirty (30) calendar days advance written notice to the other party of the intention to terminate this Agreement, including the date upon which it will become effective. Upon issuance and receipt of a notice to terminate, both parties shall mitigate any outstanding financial commitments. In the event of termination of this Agreement before expiration, the Contractor agrees to file with the City all outstanding claims, cost reports and program reports within sixty (60) calendar days of such termination. Contractor shall be paid for those services performed pursuant to this Agreement to the satisfaction of City up to the date of termination and after said date for any services mutually agreed to by the parties as necessary for continuity of care, in which case the following sentence shall not apply. Costs which City shall not pay include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries and/or benefits, post-termination administrative expenses, or any other cost which is not reasonable and authorized under this Agreement. City's payment obligation under this Section shall survive termination of this Agreement.
- b. Upon receipt of a notice of termination from the City, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this

Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
 - (3) Terminating all existing orders and subcontracts.
- (4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- (7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.
- c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:
- (1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead not to exceed the negotiated indirect rate as set forth in **Appendix B**. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
- (4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.
- d. With respect to such post-termination costs, in no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-

recoverable post-termination costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit related to post-termination costs, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

- e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; and (2) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d).
 - f. City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration

- a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, 57,64 and item 1 of Appendix D (HIPAA) attached to this Agreement.
- b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. When all payments due under this Agreement to the time of termination, less those legally withheld, if any, have been paid by City to Contractor, Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired as required pursuant to this Agreement or acquired with funding provided under this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City

a. Each Party understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, one party may have access to private or confidential information which may be owned or controlled by the other party ("Providing Party") and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Providing Party. Each party agrees that all information disclosed and marked as "Confidential" by the Providing Party to the other ("Receiving Party") or that the Receiving Party should reasonably know under the circumstances is confidential with the burden on the Providing Party to prove that the Receiving Party should have so known, shall be held in confidence and used only in performance of the Agreement. Receiving Party shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. City acknowledges that, as a public non-profit educational institution, Contractor is subject to statutes requiring disclosure of information and

records which a private corporation could keep confidential. This section does not apply to patient medical records or to confidential information regarding patients or clients.

- b. Contractor shall maintain the usual and customary records for clients receiving Services under this Agreement. Subject to applicable state and federal laws and regulations, Contractor agrees that all private or confidential information concerning clients receiving the Services set forth in Appendix A under this Agreement, whether disclosed by City or by the individuals themselves, shall be held in confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. The City reserves the right to terminate this Agreement for default if the Contractor violates the terms of this section.
- c. Contractor agrees that it has the duty and responsibility to make available to the Contract Administrator or his/her designee, including the Controller, the contents of records pertaining to any City client which are maintained in connection with the performance of the Contractor's duties and responsibilities under this Agreement, subject to the provisions of applicable federal and state statutes and regulations. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
- d. If this Agreement is terminated by either party, or expires, the Contractor shall provide City with copies of the following records to the extent they were created with funding provided by this Agreement or directly related to services funded by this Agreement and to the extent Contractor is permitted by law to release or disclose same: (i) all records of persons receiving Services and (ii) records related to studies and research; (iii) all fiscal records. If this Agreement is terminated by either party, or expires, such records shall be submitted to the City upon request. Notwithstanding any provision in this Agreement to the contrary, Contractor does not waive its rights under CA Evidence Code §1157, et seq. or any other federal and state laws and regulations pertaining to the confidentiality or privacy of Contractor, its patients, students, faculty, employees, and agents.
- e. The parties will set forth on each statement of work, any reports information, or other material they deem to be confidential or proprietary. Any confidential or proprietary reports, information, or materials of the City received or created by Contractor under this Agreement shall not be divulged by Contractor to any person or entity other than the City except as required by federal, state or local law, or if not required by law, without the prior written permission of the Department of Public Health Contract Administrator listed in Appendix A.

25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To CITY:

Office of Contract Management and Compliance Fax: (415) 431-1100

Department of Public Health 1380 Howard Street, 5th Floor San Francisco, California 94102

and:

Hilda Jones email: Hilda.Jones@sfdph.org

Contract Administrator

San Francisco Department of Public Health

1380 Howard Street, 5th Floor San Francisco, CA 94102 To CONTRACTOR:

The Regents of the University of California

Fax: (415) 476-8158

UCSF Office of Sponsored Research

Contracts and Grants Division 3333 California Street, Suite 315 San Francisco, CA 94143-0962 (if overnight, use zip code 94118)

And:

Joti Mahal-Gill Fax: (415) 476 - 9634

Principal Contact

3333 California Street, Suite 315 San Francisco, CA 94143-0962

PAYMENTS:

Payee: "The Regents of the University of California"

Mail to:

Mail Remittance Cashier Accounting Office

University of California, San Francisco

1855 Folsom Street, Suite 425 San Francisco, CA 94143-0815 (if overnight, use zip code 94103)

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors specifically under the direction and control of City and identified in Appendix A, Appendix B and any attachments to Appendix A and B, to this Agreement shall become the property of City and will be transmitted to City upon request. City hereby gives Contractor a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when City owns the results, and Contractor gives City a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when Contractor owns the results. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed specifically under the direction and control of City and identified on Appendix A to this Agreement, Contractor and/or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City (collectively, "Works"). City hereby gives Contractor a non-exclusive, royalty-free, worldwide license to use such Works for scholarly or academic purposes. Except as provided herein, Contractor may not sell, or otherwise transfer its license to any commercial third party for any reason whatsoever. In all other instances, Contractor shall retain ownership and shall give City a non-exclusive, royalty-free, worldwide license to use such items for scholarly or academic purposes.

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28. Audit and Inspection of Records

- a. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.
- b. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within thirty (30) days of the audit being published and at the City's request. If Contractor expends \$500,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: http://www.whitehouse.gov/omb/circulars/a133/a133.html. If Contractor expends less than \$500,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by the finalized audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.
- c. The Director of Public Health or his/her designee may approve of a waiver of the aforementioned audit requirement if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.
- d. Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

29. Subcontracting

- a. Services rendered by the Contractor pursuant to this Agreement may be carried out under subcontracts. All such subcontracts shall be in writing and shall abide by such federal, state and local laws and regulations as pertain to this Agreement. No subcontract shall terminate the legal responsibilities of the Contractor to the City to ensure that all activities under this Agreement shall be carried out.
- b. Contractor may utilize consultants to assist in a variety of functions. All agreements with consultants must be in writing, stating the amount of compensation and the scope of work.

- c. Neither party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.
- d. Contractor shall provide the City with a list of all subcontractors and consultants retained by Contractor to provide Services under this Agreement either before such retention or as soon as reasonably possible after retention. City shall have the right to exercise its reasonable discretion to reject the retention of any subcontractor or consultant by Contractor. Upon any rejection by City, Contractor shall end rejected subcontractors or consultants provision of Services under this Agreement.

30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor, except as otherwise provided in Paragraph 29, above, unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights

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

- 32. Consideration of Criminal History in Hiring and Employment Decisions. Deleted in consideration of Contractor's Public Entity status and approved by Office of Contracts Administration (OCA).
- 33. Local Business Enterprise Utilization; Liquidated Damages Deleted in consideration of Contractor's Public Entity status.
- 34. Nondiscrimination; Penalties Deleted based on Contracts Monitoring Division 's(CMD) approval of sole source exception.
- 35. MacBride Principles—Northern Ireland Deleted in consideration of Contractor's Public Entity status.

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act - Deleted in consideration of Contractor's public entity status and the fact that this Agreement serves a substantial public interest, per Administrative Code Chapter 12C.5-1(b).

40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records - Deleted in consideration of Contractor's Public Entity status.

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

- 43. Requiring Minimum Compensation for Covered Employees Deleted in consideration of Contractor's Public Entity status.
- 44. Requiring Health Benefits for Covered Employees Deleted in consideration of Contractor's Public Entity status.

45. First Source Hiring Program - Deleted in consideration of Contractor's Public Entity status.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic - Deleted in consideration of the fact that this Agreement is not for the purchase of preservative-treated wood products.

48. Modification of Agreement

- a. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement, except that changes in the scope of service that do not increase the level of total compensation shall be subject to the provisions of the Department of Public Health Policy / Procedure Regarding Contract Budget Changes in effect at commencement of the term of this Agreement, a copy of which has been provided to Contractor. In the event that City desires to amend the Policy/Procedures Regarding Contract Budget Changes, it will provide Contractor with at least thirty (30) days written notice of the proposed changes and provide Contractor with the opportunity to ask questions, raise concerns or recommend alternative revisions. City shall, in good faith, consider Contractor's questions, concerns and recommendations in finalizing any changes to the Policy/Procedure Regarding Budget Changes; however, the final approval of such changes shall be solely in City's discretion.
- b. City may from time to time request changes in the scope of the services of this Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be effective only upon execution of a duly authorized amendment to this Agreement. Contractor shall cooperate with the City to submit to the Director of CMD any amendment, modification, supplement, or change order that would result in a cumulative increase of the original amount of this Agreement by more than twenty percent 20%(CMD Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation

a. Negotiation; Alternative Dispute Resolution. The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

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

50. Agreement Made in California; Venue

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

51. Construction

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

52. Entire Agreement

This Agreement, including all Appendices expressly incorporated herein, sets forth the entire understanding between the parties, and supersedes all other oral or written provisions as it pertains to the subject matter herein. This contract may be modified only as provided in Section 48.

53. Compliance with Laws

The parties shall comply with all applicable laws in the performance of this Agreement.

54. Services Provided by Attorneys

The parties do not intend that any legal services will be provided under this Agreement. Any services to be provided under this Agreement (with funding provided by City) to be performed by a law firm or attorney as set forth in the statement of work must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Supervision of Minors

In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for positions involving the supervision of minors.

56. Severability

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

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor. The provisions of this Section 57 shall not apply to the extent inconsistent with federal, state or local law.

58. Reserved (Sugar-Sweetened Beverage Prohibition).

59. Food Service Waste Reduction Requirements

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

- 60. Slavery Era Disclosure Deleted in consideration of Contractor's status as a State of California agency per San Francisco Administrative Code Chapter 12.Y.3(b).
- 61. Dispute Resolution Procedure Deleted by agreement of the Parties.

62. Additional Terms

Additional Terms are attached hereto as Appendix D and are incorporated into this Agreement by reference as though fully set forth herein.

63. Cooperative Drafting.

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

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

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

CITY	CONTRACTOR
Recommended by:	The Regents of the University of California, A Constitutional Corporation, on behalf of its San Francisco Campus
Barbara A. Garcia, MPA Date Director of Public Health Public Health Department	By signing this Agreement, I certify that the University of California is exempt from the requirements of the Minimum Compensation Ordinance, referenced in Section 43, since the University is an agency of the State of California.
Approved as to Form:	
Dennis J. Herrera City Attorney By: Julie Van Nostern Deputy City Attorney Date	Navjot Mahal-Gill Date Contracts Specialist 3333 California Street, Suite 315 San Francisco, California 94143-0962
	City Supplier ID: 0000012358
Approved:	
Jaci Fong Date Director of the Office of Contract Administration, and Purchaser	

Appendices

- Services to be provided by Contractor
- Calculation of Charges B:
- Insurance Waiver C:
- Additional Terms D:
- HIPAA Business Associate Agreement (Omitted) E:
- F: Invoice

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Appendix A Services to be provided by Contractor

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Hilda Jones, Contract Administrator for the City, or his / her designee, and City will contact UC Principal Investigator or other appropriate UCSF staff person, Contractor's principal investigator for this Agreement, or his / her designee.

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

It is the intent of the parties that only clients who are San Francisco residents shall be treated under the terms of this Agreement, and City shall pay for all services rendered by Contractor in accordance with this Agreement. The parties agree that to the extent that residency has been verified by the City, that verification may be relied upon by Contractor. Exceptions must have the written approval of the Contract Administrator.

H. Grievance Procedure:

Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with

the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director of Public Health or his/her designated agent (hereinafter referred to as "DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

I. <u>Infection Control, Health and Safety:</u>

- (1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (http://www.dir.ca.gov/title8/5193.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and record keeping.
- (2) Contractor must demonstrate personnel policies/procedures for protection of staff and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.
- (3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.
- (4) Contractor is responsible for correcting known site hazards, the proper use of equipment located at the site, the health and safety of their employees, and for all other persons who work at or visit the job site as per local and/or state regulations.
- (5) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- (6) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- (7) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including safe needle devices, and provides and documents all appropriate training.
- (8) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.
- J. Aerosol Transmissible Disease Program, Health and Safety:
- (1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases

(http://www.dir.ca.gov/Title8/5199.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

- (2) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- (3) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

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

K. Acknowledgment of Funding:

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

L. Research Study Records:

To facilitate the exchange of research study records, should this Appendix A include the use of human study subjects, Contractor will include the City in all study subject consent forms reviewed and approved by Contractor's IRB.

M. Client Fees and Third Party Revenue:

- (1) Fees required by federal, state or City laws or regulations to be billed to the client, client's family, or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Agreement.
- (2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City.

N. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

O. <u>Under-Utilization Reports:</u>

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

P. Quality Assurance:

Contractor agrees to develop and implement a Quality Assurance Plan based on internal standards established by Contractor applicable to the Services as follows:

- (1) Staff evaluations.
- Personnel policies and procedures.
- (3) Quality Improvement.
- (4) Staff education and training.

Other Miscellaneous Optional Provisions:

Description of Services

Detailed description of services are listed below and are attached hereto

A-I Citywide Linkage

A-2: NOVA

A-3: Citywide Roving Team

A-4: Citywide Services for Supportive Housing A-5: Citywide STOP

A-6: Citywide STOP Sobering Center Case Management A-7: Citywide Assisted Outpatient Treatment

Contractor Name: UC Regent	Appendix A- 1
Program Name: UC Citywide Linkage	Contract Term: 07/01 - 06/30

1. Identifiers:

Program Name: UC Citywide Linkage Program Address: 982 Mission St.

City, State, ZIP: San Francisco, CA 94103

Telephone/FAX: 415-597-8065/415-597-8004

Website Address: http://www.ucsf.edu/

Person Completing this Narrative: David Fariello

Telephone: 415-597-8065

Email Address: david.fariello@ucsf.edu

Program Code(s): 89114

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☐ New ☐ Renewal ☒ Original

Goal Statement:

The program helps consumers recover emotional stability and functioning outside of institutional care, while linking to primary care, entitlements, housing, legal advocacy, payee services, and other resources to craft a stable support system. Finally, consumers are transitioned to ongoing mental health and/or substance abuse services within 60 to 90 days.

3. Target Population:

CLT treats San Francisco transitional-aged youth, adult, and older adult residents who, facing discharge from Inpatient Units or PES, are identified as being at risk of failure to link with necessary support service in the community. Consumers are about 56% male, 43% female, 40% white, 25% African American, 19% Asian, and 16% Latino. 90% are homeless and 80% are trauma survivors.

4. Modality(s)/Intervention(s)

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
OP - Case Mgt Brokerage 7.25 FTE = 205,883	191,796		
OP - MH Svcs 7.25 FTE = 127,924	138,565		
OP - Medication Support .25 FTE = 15,500	15,500		
OP - Crisis Intervention 7.25 FTE = 3,500	3,500	1	
Total UOS Delivered Total UDC Served	349,361		315

5. Methodology:

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Original Agreement, Contract ID# 1000010136

Regents UNIV OF CA/SFGH PSYCHIATY DPT July 1, 2018, BOS

Contractor Name: UC Regent	Appendix A- 1
Program Name: UC Citywide Linkage	Contract Term: 07/01 - 06/30

Engagement and assessment of referrals from the Inpatient Units usually occurs on the day of the referral. Each CLT consumer's Plan of Care is based on his/her stated goal, with the consumer dictating the goal CLT's services will help him/her achieve. CLT staff are imaginative and persistent in their determination to tailor services to meet consumer's immediate goals and most basic needs, using the Stages of Change model to tailor interventions appropriate for "where the client is at." With the consumer's expressed consent, his/her natural supports are also engaged in support of the consumer's recovery process: friends, loved ones, hotel managers, store clerks, payee services, etc. These natural supports serve as a way to re-link with consumers, who have fallen out of treatment, or to reinforce and support the relationship with the case manager.

The Citywide Linkage Team provides a full range of services to its enrolled consumers:

- Assessment and diagnosis with a focus on the development of a specific, measureable, time-limited, client-centered treatment plan.
- Psychoeducation with consumers and family members about diagnoses, symptoms, medications, stress reduction, and treatment options.
- Crisis intervention for consumers and family members, in the community they live. PSCs use natural and agency resources to shore up a consumer's support system, and also provide on-site consultation with PES and hospital staff. On-call access to our clinical staff is available 24 hours/7 days a week to all consumers, family members and collaborating programs.
- Short-term, solution-focused therapy including CBT, DBT, Harm Reduction/Relapse Prevention, Motivational Interviewing, and supportive counseling.
- Medication assessment, prescription, and monitoring.
- Assistance with finding appropriate long-term housing options.
- Placement of the client in residential treatment programs or short-term housing options, with assistance and coaching to maintain stability in placement.
- Routine and frequent outreach to clients in the community providing individualized support and engagement as needed.
- Linkage and advocacy to needed services including: primary health care, SSI advocacy, GA, support groups, self-help organizations, vocational services, payee services, socialization options, and basic needs.
- Staff to client ratio is 1:13, with services available in English, Spanish, and Cantonese, (provided by bi-cultural staff) and with expertise in services for transitional age youth and geriatric consumers. Clinical staff at 982 Mission Street can additionally provide services or translation in Russian, Tagalong, Mandarin, Toisanese, Fukinese, and Vietnamese.
- Linkage to the appropriate level of ongoing mental health, substance abuse, and/or primary care providers, including accompanying consumers to initial appointments to ensure secure linkage to ongoing services.

Within 60 to 90 days, CLT works to securely link clients to long-term clinic based services, ICM services, substance abuse services, and/or primary care providers for mental health care. By accurately accessing what the lowest appropriate level of care is for a client, we are able to support clients' highest levels of functioning, while dramatically reducing clients' long-term cost to the system. With staff

Contractor Name: UC Regent	Appendix A- 1
Program Name: UC Citywide Linkage	Contract Term: 07/01 - 06/30

at Mission Mental Health, Chinatown North Beach, and South of Market Mental Health, we can provide a clinical assessment and intake, open the chart in the outpatient modality and expedite a medication evaluation. When clients are referred to long-term ICM services we overlap our services with the new provider for a brief time, to insure that the client is securely linked before being closed with CLT.

Program's staffing: See Appendix B

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.

- B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.
- C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.
- D. The Division fully participates in the annual CBHS Measurement of client satisfaction.
- E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.
- 9. Required Language:

Not applicable

	Appendix A ₇ 2
Contractor Name: UC Regent	Contract Term: 07/01 - 06/30
Program Name: UC Citywide NoVA	Contract Terms: 07/01 = 00/00
Program reality of the	

1. Identifiers:

Program Name: UC Citywide NoVA Program Address: 982 Mission St.

City, State, ZIP: San Francisco, CA 94103

Telephone/FAX: 415-597-8065/415-597-8004

Website Address: http://www.ucsf.edu/

Contractor Address (if different from above): City, State, ZIP:

Person Completing this Narrative: David Fariello

Telephone: 415-597-8065

Email Address: david.fariello@ucsf.edu Program Code(s) (if applicable): 8911NO

2.	Nature	of I	Document:
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3. Goal Statement:

The goal of the program is to provide treatment to the whole person that will allow him or her to exit the criminal justice system and re-integrate into the community. Clients remain in the program as long as they continue to need services.

4. Target Population:

The target population is the mentally ill offender population which makes up approximately 18% of the average daily jail population. CWCM-NOVA clients- are 69% Male, 31% female, 43.6% African American, 43.6% White, 8.8 % Latino, 6% Asian, 11.6 suffer a mood disorder, 77.9% a psychotic disorder, 23.8% a personality disorder and 95% have a co-occurring substance abuse disorder.

Modality(s)/Intervention(s)

Units of Service (UOS) Description (add more rows if needed)	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
OP - Case Mgt Brokerage 1.60 FTE = 19,976	19,976		
OP - MH Sycs 1.60 FTE = 41,396	41,396		
OP - Crisis Intervention 1.60 FTE = 650	650		
Total UOS Delivered	62,022	VIRGORAL SE	Anti-Garanga and Anti-

	Appendix A- 2
Contractor Name: UC Regent	Contract Term: 07/01 - 06/30
Program Name: UC Citywide NoVA	
Total UDC Served	30

Referral/Assessment and Engagement: Upon referral, a clinical case manager assesses the client incustody, explains the program services, and allows the client to voluntarily enroll in the program. Every former inmate faces obstacles in finding work, re-establishing family relationships, developing a social network and avoiding further criminal activity, but the challenges faced by individuals with psychiatric disabilities – who require specialized services and supports – can be even greater and more complex. In addition to grappling with their illness, they are more likely than other inmates to have been unemployed or homeless when incarcerated. The therapist works closely with the CWCM-NOVA case manager regarding the clients' needs, barriers, and course of mental illness. The therapist conducts a comprehensive biopsychosocial assessment, short-term therapy and referrals to community mental health programs as needed.

Supported Employment: The CWCM-NOVA Supported Employment Team was created to address the discrimination and stigma our clients face for their mental health issues and criminal justice histories by promoting recovery through employment. CWCM-NOVA clients are eligible for referral to our Support Employment Team through the Department of Rehabilitation.

Integrated Mental Health and Substance Abuse Treatment: It is estimated that 90% of enrolled participants will have substance abuse disorders in addition to his or her mental illness. SAMHSA identifies integrated mental health and substance abuse treatment as the best practice in working with clients with Co-Occurring Disorders. Simply put, it is "the application of knowledge, skills, and techniques by providers to comprehensively address both mental health and substance abuse issues in persons with cooccurring disorders."

Gender Focused and Trauma Informed Treatment: SFSD internal studies among female inmates one housing unit (SISTER) conducted in 2003 and 2004 found that 7% of women identified themselves as having a mental disability. In 2004, 57% of these women reported their mental health as poor or fair. In 2003, 84% indicated their mental health was poor or fair.

CWCM-NOVA has developed an array of specialized services addressing the ever-increasing needs of an ever-increasing female mentally ill offender population. Specifically, the program has developed a women-only Grief and Loss Group and Seeking Safety Group located at the Women's Resource Center.

The unduplicated number of individuals serves: 30 clients are served at any one time. Current client retention averages 6 months.

Program hours are Monday through Friday 8:30 am to 5:00 pm. Clients are referrred by their CWCM-NOVA Case Manager for therapy services. CWCM-NOVA staff also visits clients in jails to introduce available therapy services.

Program Staffing: See Appendix B.

7. Objectives and Measurements:

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

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Contractor Name: UC Regent	Appendix A- 2
Program Name: UC Citywide NoVA	Contract Term: 07/01 - 06/30

Outpatient Mental Health (Tab 9) – Individualized Objectives: The program will maintain a census of 30 active CWCM – NoVA therapy client; contractor will prepare an annual client count summary by 9/01/2018.

8. Continuous Quality Improvement:

- A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.
- B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.
- C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.
- D. The Division fully participates in the annual CBHS Measurement of client satisfaction.
- E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

9. Required Language:

Not applicable

		Appendix A- 3
٢	Contractor Name: UC Regent	Contract Term: 07/01 - 06/30
-	Program Name: UC Citywide Roving Team	
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1. Identifiers:

Program Name: UC Citywide Roving Team

Program Address: 982 Mission St.

City, State, ZIP: San Francisco, CA 94103 Telephone/FAX: 415-597-8065/415-597-8004 Website Address: http://www.ucsf.edu/

Person Completing this Narrative: David Fariello

Telephone: 415-597-8065

Email Address: david.fariello@ucsf.edu

Program Code(s) (if applicable): 8911RT

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The purpose of this contract is to provide behavioral health case management for formerly homeless 3. Goal Statement: individuals living in the Human Services Agency's Housing First Master Lease Program. The goal of thes services is to maximize housing retention within the Housing First Master Lease Program by addressing the unmet behavioral health needs of residents.

The contractor will serve residents of the Housing First Master Lease Program identified by on-site staf 4. Target Population: as having significant unmet behavioral health needs that could, if not addressed, lead to eviction and future episodes of homelessness.

. Modality(s)/Intervention(s) Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
OP - Case Mgt Brokerage 7.47 FTE = 48,243	48,243		
OP - MH Svcs 7.47 FTE = 312,978	312,978		
OP - Crisis Intervention 7.47 FTE = 1,900	1,900 363,121		
Total UOS Delivered	 2,41.70	-	C. J. Green, C.

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Contractor Name: UC Reger.	Appendix A- 3
Program Name: UC Citywide Roving Team	Contract Term: 07/01 – 06/30

Total UDC Served	120

Methodology: Services will be provided on-site at designated Housing First Master Lease sites funded by the Human Services Agency and operated by contracted housing providers. The team funded under this contract will outreach and provide behavioral health services, linkage and referral and crisis assessment and intervention on-site at the Housing First Master Lease Program supportive housing sites. Work hours for all staff will be 8:30 a.m. to 5:00 p.m., Monday through Friday.

The Housing First Master Lease Program provides housing for formerly homeless individuals and provides on-site services designed to help residents achieve long-term housing stability. The Housing First Master Lease Program currently offers more than 2,200 units of housing in twenty-two sites.

Services to be Provided

The team funded by this contract will consist of two Licensed Clinical Supervisors (LCSW or MFT), four senior level Case Managers (MSW or MA/MS), and a Substance Abuse Specialist (B.A. level). The team will augment the work of on-site staff by working with residents who require intensive short-term case management intervention due to unmet behavioral health needs that could pose a threat to housing stability. The team will also work in tandem with staff at the Department of Public Health (DPH)'s Housing and Urban Health Primary Care Clinic to provide comprehensive primary and behavioral health care to residents of the Housing First Master Lease Program. In addition, the team will refer residents as needed to an array of treatment resources.

Through this contract, contractor will:

- A. Work with on-site staff to identify residents in need of intensive short-term behavioral health treatment.
- B. Perform comprehensive psycho-social and substance abuse assessments completed in conjunction with medical assessments by the DPH primary care staff.
- C. Formulate short-term treatment plans to address difficult behaviors and preserve housing stability.
- D. Provide a full range of treatment intervention to individual clients, including (but not limited to): crisis intervention (including 5150 services as needed); supportive individual, family or group psychotherapy; substance abuse counseling (including harm reduction strategies); intensive case management, and daily living skill building.
- E. Offer transitional dual diagnosis groups in various Housing First Master Lease sites aimed at introducing harm reduction principles, strategies and resources to residents who are not yet willing or able to access drug treatment.

Contractor Name: UC Regent	Appendix A- 3
Program Name: UC Citywide Roying Team	Contract Term: 07/01 - 06/30

- F. Provide referrals and linkages to appropriate entitlements and resources to enhance and strengthen residents' support systems on a long-term basis.
- G. Provide discharge planning and termination as the resident is either no longer in need of intensive services or leaves the hotel.
- H. Participate in individual case conferences, team coordination meetings and in-service trainings with DPH medical staff as necessary.
- I. Track all client interactions and outcome data.
- J. Ensure completion of required time-keeping documentation for CSBG (Title XIX) reimbursement.

Program's staffing:

See Appendix B

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled CBHS Performance Objectives FY 18-19.

Outpatient Supportive Housing (Tab 6) - Section I - I.1After the first 60 days of the move-in date into a supportive housing program, no more than 10% of clients will experience a psychiatric hospitalization. Contractor will prepare an annual report by 9/01/2018.

8. Continuous Quality Improvement:

- A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.
- B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.
- C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.
- D. The Division fully participates in the annual CBHS Measurement of client satisfaction.

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	Appendix A- 3
Contractor Name: UC Regent	Contract Term: 07/01 - 06/30
Program Name: UC Citywide Roving Team	

E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

9. Required Language: Not applicable

Contractor Name: UC Regent	Appendix A- 4
Program Name: UC Citywide Services for Supportive Housing	Contract Term: 07/01-06/30
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1. Identifiers:

Program Name: UC Citywide Services for Supportive Housing

Program Address: 982 Mission St.

City, State, ZIP: San Francisco, CA 94103 Telephone/FAX: 415-597-8065/415-597-8004

Website Address: http://www.ucsf.edu/

Person Completing this Narrative: David Fariello

Telephone: 415-597-8065 ·

Email Address: david.fariello@ucsf.edu
Program Code(s) (if applicable): 8911SH

2.	Nature	of Do	cum	ent:

New	☐ Renewal	\boxtimes	Original

3. Goal Statement:

The goal is to provide behavioral health and other onsite support services to assist tenants at the Drs. Julian & Raye Richardson and Rene Cazenave Apartments to maintain housing stability and improve access to resources.

4. Target Population:

The target population is the 240 tenants of the Richardson and Rene Cazenave Apartments, comprised of formerly homeless, very low income (≤ 30% of AMI as defined by HUD) adults with cooccurring mental health, substance abuse and medical problems, and limited experience living independently.

5. Modality(s)/intervention(s)

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
OP - Case Mgt Brokerage			
11.8 FTE = 61,902	61,902		
OP - MH Svcs			
11.8 FTE = 278,096	278,096		
OP - Medication Support			
2.15 FTE = 112,000	112,000		
OP - Crisis Intervention			
11.8 FTE = 10,119	10,119		Page 1
Other Non-MediCal Client Support Exp			
3.35 FTE = 7,435 (Cost Reimbursement)	7,435		

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	Appendix A- 4
Contractor Name: UC Regent	Contract Term: 07/01-06/30
Program Name: UC Citywide Services for Supportive Housing	
	469,552
Total UOS Delivered	240
Total UDC Served	是一个人的人,我们就是一个人的人的人,他们就是一个人的人的人。 第一个人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的

These services shall include (but not be limited to) individual and group behavioral health counseling and case management as defined for Medi-Cal FFP, psychiatry, primary care nursing case management and medication monitoring, referral to and coordination with primary medical care, substance abuse and psychiatric treatment, benefit counseling and client advocacy, meal programs, health education, community building, tenant organizing, and all other case management functions. Services also include close collaboration with the on-site property management provider, Community Housing Partnership (CHP), the third-party rent payment provider (usually Lutheran Social Services), and DPH Primary Care Clinics.

- 6. Methodology: Richardson and Rene Cazenave Apartments are both 120-unit buildings of permanent Community Housing Partnership (CHP) and Citywide teams provide a joint orientation and housing screening for applicants. Housing eligibility is determined by CHP's property management. Citywide clinicians will also maintain contact with the applicants and the referring case managers prior to move in to coordinate services and ensure a transition of care. Upon move in, each tenant will be outreached by the clinical staff and offered services. In addition, clinicians will provide new tenants with program information/brochure and with a welcome basket of household items for their new apartments.
 - A. Program admission, enrollment and/or intake criteria and process. The DAH Policy and Procedures, as outlined in the DAH Policy and Procedures Manual, will guide all admission, enrollment, and intake criteria, as well as program oversight upon lease-signing and ongoing.

At intake, program staff will complete a comprehensive evaluation and assessment of each tenant who agrees to accept services. Assessment efforts will identify the individual's mental health, substance abuse, medical and comprehensive service needs, including the risk for returning to homelessness. Citywide clinicians will use Avatar, the CBHS Medi-Cal billing and online documentation system. The program staff will develop an Individual Services Plan (ISP) in coordination with the individual including short and longer-term service needs. All tenants are eligible for services from Citywide. For tenants who are already connected with outside service providers, the clinicians will provide outreach and care coordination.

B. Citywide will provide clinical and supportive services, which will include, but not be limited to: outreach, engagement, assessment and evaluation, intensive case management, individual goal setting and treatment planning, supportive counseling and therapy, psychiatric services, referral and linkage, crisis assessment and intervention, community building, and strengthening social supports. In addition, practical assistance will be provided including emergency food and clothing,

Contractor Name: UC Regent	Appendix A- 4
Program Name: UC Citywide Services for Supportive Housing	Contract Term: 07/01-06/30

money management, and transportation assistance.

Staff Hours: Clinical Social Workers, Social Work Associate and the RN will be available as needed for resident services during regular business hours (9 a.m. - 5 p.m.) and limited after-hours (evening). The CHP property manager and an assistant property manager will be on-site during regular work hours. CHP desk clerks will be on duty on-site 24 hours/day and 7 days/week.

Individuals living in the apartments are eligible for on-site support services from Citywide clinicians. When a tenant moves out of the apartments, Citywide clinicians will continue to offer services during the transition period to link the individual to alternative.

Program's staffing:

See Appendix B

7. Objectives and Measurements:

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

Outpatient Mental Health (Tab 1) Mental Health Outcomes apply. Supportive Housing (Tab 6) Supportive Housing Program Outcomes apply.

8. Continuous Quality Improvement:

- A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.
- B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.
- C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.
- D. The Division fully participates in the annual CBHS Measurement of client satisfaction.
- E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are

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currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.

9. Required Language: Not applicable

Contractor Name: UC City	Appendix A-5
Program Name: UCSF Citywide STOP	Contract Term: 07/01 - 06/30
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FAX: 415-597-8004

1. Identifiers:

Program Name: UCSF Citywide STOP Program Address: 982 Mission St. 2nd Floor City, State, ZIP: San Francisco, CA 94103

Telephone: 415-597-8065

Website Address: http://www.ucsf.edu/

Contractor Address: 982 Mission St. 2nd floor City, State, ZIP: San Francisco, CA 94103

Executive Director: David Fariello / Program Director: Valerie Gruber

Telephone: 415-597-8065

Email Address: david fariello@ucsf.edu / Valerie.gruber@ucsi.edu

Program Code(s): 38321 (UCSF Citywide STOP)

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3. Goal Statement:

To reduce the impact of substance use disorders on the target population by successfully implementing the described interventions

4. Target Population:

UCSF Citywide STOP provides outpatient substance use disorders treatment to clients enrolled in UC Citywide intensive case management programs. In addition to their substance use disorders, clients also have severe and persisting mental illness (schizophrenia, schizoaffective disorder, bipolar disorder, etc.), severe functional impairments, intermittent danger to self or others, high acute service utilization, and frequent incarceration. The clinic location just south of Market Street is easily accessible to residents of the South of Market and Tenderloin areas, and by public transportation from other low-income areas of the City, including the Bayview and the Mission.

- Primary target population: Drug of choice Methamphetamine, cocaine, marijuana, or alcohol, often in conjunction with other substances.
- Secondary target population: Co-occurring disorders severe and persisting mental illness
 qualifying for intensive case management through Citywide, often in conjunction with chronic
 health problems.
- Tertiary target population: Low economic status General Assistance, SSI, low income.

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The target population includes a large proportion of African American, Latino, gay, lesbian, bisexual, and transgender individuals.

5. Modality(s)/Intervention(s)

Note: The service categories below are the same as those in the CBHS contract Appendix A and B instructions for outpatient SUD treatment programs in the Drug Medi-Cal Organized Delivery System waiver. They are consistent with planned ODS waiver revisions to the CBHS SUD treatment provider manual.

Units of Service (UOS) Description	Units of Service (UOS)	Unduplicated Clients (UDC)
ODS-91: ODS group counseling (staff time in 15-minute increments)		
48 weeks x 4 group sessions per week x average 18 increments per group	3,512.5 increments	30
ODS-92: ODS individual counseling (incl. assessment, treatment planning, individual, collateral, crisis intervention) 48 weeks x average 24 increments per week	1,184 increments	30
ODS-93: ODS case management 48 weeks x average 1 increment per week	48 increments	20
Supt-02: SA program support - training SA training and consultation to CBHS and treatment programs	40 hours	20
Supt-01: SA program support - QA Program administration for ODS implementation (QA, program evaluation and development, etc.) .3 FTE of program director & coordinator: 12 hours/week x 48 weeks	558 hours (not reported) 4,784.5 increments +	N/A 30 chents.
Total UOS Delivered	620 hours	2 staff
Total UDC Served		30 clients + 30 staf

6. Methodology:

Indirect Services (programs that do not provide direct client services): Describe how the program will deliver the purchased services.

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Training and consultation by STOP program director to CBHS civil service and contract agencies on substance use disorder interventions, needs assessments, outcome measures, Avatar, and Drug Medi-Cal requirements. The program director receives referrals and direction from the CBHS Substance Use Services Medical Director.

STOP program administration and development for Drug Medi-Cal Organized Delivery System: Includes but not limited to data entry, error identification and corrections in Avatar, other databases, and hard copy files as required for process and outcome monitoring for clients and program. Plan-do-study-act cycles with constituent input for quality improvement and program development.

Direct Client Services: Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below:

A. Outreach, recruitment, promotion, and advertisement

Information about STOP services is posted throughout the UC Citywide facility, including the main client activities room, the client library, etc. With assistance of their case managers, clients may sign up for STOP orientation/intake times available several days a week.

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

Admission Criteria

Clients must be enrolled in a UC Citywide intensive case management program. They must have a substance use disorder (including in remission if at risk for relapse), and have the cognitive capacity to participate in and benefit from counseling.

Potential clients whose substance use related, mental health, or medical problems are of sufficient severity as to need a higher level of care than outpatient treatment are referred to a program providing an appropriate level of care.

Clients who are in imminent danger of harming themselves or others, or who need emergency medical evaluation, are admitted following stabilization of their acute conditions.

Readmission Criteria

Any person previously admitted to and discharged from the program may be readmitted if they have a substance use disorder at that time. Staff assess whether the conditions that resulted in their previous discharge have changed sufficiently to warrant readmission to this program.

Admission Process

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1. Orientation: The counselor provides information about the program and helps the client select among group and individual counseling options.

Clients needing other services (e.g. medical detox or methadone maintenance) are given information or assisted with phone calls as appropriate.

- 2. Intake Assessment: Intake assessment includes
- a) Assessment of substance use problems (incl. assessment of DSM criteria for substance use disorder, CalOMS, ASAM level of care determination, ASI areas not assessed in the other assessments, health questionnaire, obtaining documentation of physical exam in the past 12 months)
- b) Consent forms, release of information forms, payor information, and client rights forms
- c) Development of treatment plan with client
- 3. Start of Group and/or Individual Counseling:

Most clients will receive group counseling, supplemented with as needed individual counseling for reassessment, treatment planning, etc.

If medically authorized as appropriate, clients who are unable to participate in group receive only individual counseling for a specified period of time.

C. Service delivery model

Substance abuse treatment integrated in a mental health agency

STOP provides outpatient substance abuse counseling in coordination with mental health services provided by UC Citywide staff who provide intensive case management, psychiatric medication management, outreach and home visits, socialization activities, independent living skills training, and vocational services. This integration allows STOP to provide substance use disorders treatment to clients who also have severe and persisting mental illness. In addition, via the combined substance use and mental health services, clients can obtain a level of care similar to intensive outpatient treatment. For clients who use substances for which medication assisted treatment is effective (e.g. alcohol, opioids), counselors discuss these options with the clients and Citywide mental health staff (psychiatrist who may prescribe medications, case manager who may refer out for these services). For clients for whom urine drug testing is clinically indicated, it is conducted by the UC Citywide case manager, and shared with STOP staff. Clients must consent to exchange of information between STOP and UC Citywide staff in order to participate in STOP.

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Support of both harm reduction and abstinence goals

STOP respects the different treatment needs of individuals who want to stop using drugs as well as the treatment needs of individuals who want to reduce the harm resulting from use. Abstinence focused treatment helps clients work toward a drug free life style by developing the motivation, coping skills, and support systems needed to put together longer and longer drug free periods. Harm reduction treatment helps clients identify what is needed to reduce the harmful effects of drug use in their lives, assess what options are realistic for them at this time in their drug use history, and develop the skills and support systems needed to reduce the harmful effects of drug use.

Types and locations of services

STOP groups are provided at UC Citywide 11-12:30 on weekday mornings (except Wednesday mornings), prior to lunch being served in the center milieu. STOP provides primarily group counseling, supplemented as needed by individual counseling. Counseling focuses on clients' drug use and relates this to other important issues in clients' lives, such as mental health, health, legal, economic, identity, sexual orientation, sexual, relationship, cultural, or spiritual issues.

Consistent with best practice recommendations for the severe dual diagnosis population served, groups are small (3-6 clients) (SAMHSA Dual Disorders TIP) and have a co-facilitator (to be able to leave the group when a client needs containment or evaluation for danger to self/others). In addition, frequent brief discussions between counseling sessions are required to stabilize and engage participants and coordinate with their mental health case managers.

Case management (communications with other providers, including Citywide mental health staff) helps to assess client needs, obtain physical exam findings collected elsewhere, identify clients who may need a higher level of care, discuss medication assisted treatment (incl. withdrawal management) with clinicians at Citywide or elsewhere, re-engage non-attending clients, coordinate with clients' Citywide mental health and/or vocational services, and report attendance for Behavioral Health Court. All communication occurs after obtaining 42 CFR Part 2 compliant consent to exchange information.

Length of stay 6 months average

D. Discharge Planning and exit criteria and process

Criteria for Successful Completion

3 or more months of consistent adherence to client's individual treatment plan and goals (e.g. abstinence or minimal use).

Discharge planning

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Clients who complete or are otherwise discharged from STOP may continue to participate in mental health services at UC Citywide. Prior to discharge from STOP, a discharge support plan is developed with the client, including which community resources to connect with for continued recovery support.

E. Program staffing

Please see Appendix B of this contract.

F. Vouchers

Vouchers are purchased from program funds and provided as motivational incentives for activities that are known to improve and maintain substance use treatment outcomes. STOP implements this evidence-based practice within federal and Drug Medi-Cal limits for incentive amounts.

1) STOP clients are eligible for fishbowl prize draws for documented attendance at outside recovery activities that they select (e.g. 12-step, Lifering, Smart Recovery, Wellness Centers, church); prizes they may draw include numerous small prizes (e.g. hygiene supplies, socks), fewer medium prizes (\$5 Target cards), and one large prize (\$20 Target card).

2) STOP clients for whom STOP group attendance of twice a week or more is indicated on their treatment plan are eligible for an incentive for consistent STOP group participation. If they attend 2 STOP groups every week of the month, and are in group the first week of the subsequent month, they receive the consistent participation incentive (\$5 Target card).

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Performance Objectives FY18-19. All standardized objectives for outpatient ODS programs apply to STOP, except D6. Timely Access Log (not applicable to Citywide programs).

8. Continuous Quality Improvement:

The UC Board of Regents does not approve individual program management decisions, but delegates these down through campuses (e.g. UCSF, UCLA) and departments (e.g. Dept. of Psychiatry), to divisions.

The following CQI policies have been developed by the STOP program director, and reviewed and approved by the Citywide Division Director:

11/1/16 - Flow Chart for Data Analysis and Integration into Program Planning

The following CQI activities are ongoing in the STOP program:

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- 1. STOP contract productivity and outcomes are monitored and improved by
 - Review of individual clients' progress in weekly group and individual supervision, and adjusting treatment plans for clients who are not progressing toward their treatment goals;
 and
 - b. Running Avatar UOS and error reports in the 2nd week of each subsequent month (after service entry deadlines), reviewing CalOMS accept/reject reports within a week of receipt, and running Avatar CalOMS discharge (outcome) reports after each quarter, and reviewing / summarizing outcomes databases for any outcomes not tracked in Avatar; and
 - c. Discussion of the results in STOP group supervision to develop improvement plans; and
 - d. Implementing improvement plans, e.g. for Avatar or outcomes database errors, coach staff to prevent future errors; for low services, increase referrals or decrease dropout; for low client outcomes, engage clients more effectively.
- 2. STOP clinical documentation is monitored and improved by
 - a. Supervisor (= program director or TBH program coordinator) orientation of each new staff to clinical documentation standards, including Avatar and paper files; and
 - b. Clinicians' Excel file with due dates for all clients on their caseload, reviewed in weekly individual supervision to prevent missing deadlines; and
 - c. Supervisor feedback on new clinicians' documentation once a week, until standards are consistently met for that kind of documentation (e.g. progress notes, treatment plans, intake and discharge summaries); and
 - d. Peer review of each client file using the chart checklist, at 30 days after intake, 6 months, and discharge; the supervisor oversees reviews and instructs staff to make corrections and prevent recurrence.
 - 3a. CLAS standards implementation at the Citywide agency level is documented in the agency-wide administrative binder, and includes documentation in the CBHS cultural competence tracking database. CLAS standards implementation at the STOP program level includes
 - a. Plan-Do-Study-Act cycles, incl.
 - i. Staff and/or client review of a cultural issue (identifying likely root causes of problems) to develop a plan for improvement (plan),
 - ii. Implementation of improvements (do),
 - iii. Evaluation of outcomes (study), and
 - iv. Continuing changes that are helpful; adjusting plans that are not helpful (act).
 - 3b. STOP staff cultural competency (CLAS standard 4) is monitored and improved by

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- a. Referencing the cultural competency expectation in the CA Title 9 AOD counselor code of regulations and UCSF job descriptions, the supervisor uses cultural competency as a criterion for staff selection (interview and reference questions), discusses it with new staff during their orientation, reviews it with staff during performance evaluations, and points out cultural issues that may affect client or staff interactions during individual and group supervision.
- b. The supervisor encourages staff to complete CBHS required culturally relevant trainings early in each fiscal year, with periodic reminders until documentation of training completion is received (e.g. Transgender 101 and 12N trainings, trauma trainings).
- c. Optional culturally relevant trainings offered through DPH or UCSF are distributed via email, then discussed in group supervision, and staff coverage arranged or services rescheduled to allow staff to attend.
- d. Staff who have passed probation are eligible to apply for UCSF funding to attend trainings, and the supervisor encourages staff to identify and attend trainings relevant to their cultural competence.
- e. Staff training documentation including culturally relevant trainings are maintained in administrative binders (for trainings applicable to all) and individual staff files (for individually selected trainings attended).

3. Satisfaction with STOP services

- a. Is monitored with clients via the annual DHCS/CBHS substance use client satisfaction survey, offered to every client receiving services during the survey period; and
- b. Is monitored with recipients of training/consultation services via feedback at the end of each training or consultation.
- c. Is reviewed in group supervision (for client satisfaction) and in the program director's supervision with the Division Director (for client and trainee satisfaction), and plans for change are implemented as needed, using Plan Do Study Act cycles.
- 4. Outcomes CQI is included in CQI item 1 above.
- 9. Required Language: N/A

Contractor Name: UC City	Appendix A-6
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Supt-01: SA program support - QA Program administration in preparation for ODS implementation (QA,	·	
Program Eval. and Development, etc.) ,1 FTE of program director: 4 hrs/wk. x 48 wks.	190 Hrs.(not reported)	, N/A
Total UOS Delivered	60 Hrs. in	
	Avatar (1,200	
	Hrs. in word)	
	160 visits in	
	eCW	
Total UDC Served		10 in Avatar
		(20 outside
		Avatar)
		40 in eCW

6. Methodology:

Indirect Services (programs that do not provide direct client services)

SCCM program administration and development for Drug Medi-Cal Organized Delivery System: Includes but not limited to data entry, error identification and corrections in Avatar, other databases, and hard copy files as required for process and outcome monitoring for clients and program. Plan-do-study-act cycles with constituent input for quality improvement and program development.

We coordinate with the SF HOT Team, Benefit District outreach guides (or Ambassadors), police officers, and ambulance services (DPH EMS-6 and others), so that they know to call our social workers and patient navigator to call our case manager when they see Sobering Center clients in the community, so that we can locate and approach them. The more points of contact, the more likely we find moments when the client is willing and able to engage. In addition, we collaborate with Joe Healy Medical Detox, Healthright360, Salvation Army Harbor Light, Treatment Access Program, Direct Access to Housing, Everyday Connect, and primary care clinics (incl. the San Francisco Health Network and UCSF Health).

Direct Client Services:

A. Outreach, Recruitment

A large amount of our initial work is on the streets of the Central Market/Tenderloin neighborhoods, repeatedly offering services, and providing hands-on linkage to desired

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resources. Meeting with clients at the Sobering Center, or residential programs (when they are awake and coherent) is also critical. The expected outcome is the creation of an ongoing, productive relationship between the case manager and the client, creating a common history of accomplishing tasks that the client would not/could not accomplish on his/her own Admission criteria and process

The client must have a substance use disorder (in addition to intoxication). Individuals needing emergency medical or psychiatric care are referred to those services first, then engaged in case management. If a client can be better served by another ICM program, such as a mental health ICM program or ED Case Management, they are referred and linked there.

Readmission Criteria

Any person previously admitted to and discharged from the program may be readmitted when they resume contact with the case manager or the Sobering Center.

- 1. Orientation: The case manager provides information about the program, assesses their case management needs, and starts to develop case management goals with them.
- 2. Intake Assessment: Intake assessment occurs over numerous brief sessions over several months, and is combined with initial case management to help clients meet their basic needs. Components include:
 - a) Assessment of substance use problems (incl. assessment of DSM criteria for substance use disorder, CalOMS, ASAM level of care determination, ASI areas not assessed in the other assessments, health questionnaire, advanced directives information, and obtaining documentation of physical exam in the past 12 months)
 - b) Consent forms, release of information forms, payor information, and client rights forms
 - c) Development of treatment plan with client.

B. Service delivery model

The service modality is long-term intensive clinical case management. The social workers and patient navigator provide community resource building, street outreach, needs assessment, collaborative goal setting, motivational interviewing. The nurse practitioner provides patient education, medical case management, interim medical care, and interim psychiatric and alcohol use disorder treatment medications.

Support of both harm reduction and abstinence goals

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The program respects the differing treatment needs of individuals who want to stop using substances and individuals who want to reduce the harm resulting from use. Given their severe alcohol use disorders, abstinence can reduce the most harm. However, most clients are not open to quitting alcohol, but are interested in harm reduction goals such as obtaining housing, resolving or reducing their health problems and reducing psychiatric symptoms, which in turn may reduce need for acute services.

Types and locations of services

A large amount of the initial work is on the streets of the Central Market/Tenderloin neighborhoods, repeatedly offering services, and providing hands-on linkage to desired resources. Meeting with clients at the Sobering Center, or residential or hospital settings (when they are awake and coherent) is also critical.

Length of stay

12 months average

C. Completion, discharge planning, linkages

Criteria for Successful Completion

Successful completion is when the client has met mutually agreed upon treatment plan goals, in one or more of the following areas:

- 1. Stopped or reduced harmful patterns of substance use (for 3 months or more)
- 2. Engaged in primary medical care and if needed mental health care (for 3 months or more)
- 3. Other mutually agreed upon treatment plan goals if any (e.g. obtained housing)
- 4. Linked to lower-intensity case management services (e.g. primary care clinic medical social worker).

Discharge planning

Prior to discharge, a discharge support plan is developed with the client, including which community resources to connect with for continued harm reduction or recovery support. Clients may be readmitted to case management if needed and interested if they have a substance use disorder at the time.

D. Program staffing See Appendix B

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E. Vouchers

Vouchers are purchased from program funds and provided to help clients meet basic needs. These include bus tokens for clients able to take the bus to appointments, taxi vouchers for transportation to residential detox or medical appointments, and fast food gift cards.

7. Objectives and Measurements:

a. Standardized Objectives

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

The following standardized objectives for outpatient ODS programs apply to clients open in Avatar, throughout 2018-19:

A1a. No more than 15% of psychiatric hospital discharges will be followed by a readmission within 30 days.

The following standardized objectives for outpatient ODS programs will apply to clients open in Avatar, starting when the CalOMS containing these data are accepted from Sobering Center Case Management (TBD 2018):

B1. At least 60% of client will have successfully completed treatment or will have left with satisfactory progress as measured by discharge codes.

D11a. 100% of open clients will have zero errors on their CalOMS admission form.

D12. 100% of clients discharged will have the CalOMS discharge status field compleed no later than 30 days after episode closing.

D16. No more than 40% of clients will be coded as CalOMS administrative discharge.

D18. At least 40% of clients will have CalOMS data fields for frequency of use completed at admission and discharge.

The following standardized objectives for outpatient ODS programs do not apply to Sobering Center Case Management:

B2. At least 60% of clients will maintain abstinence or show a reduction of alcohol or other drug

D6. Timely Access Log (not applicable to Citywide programs).

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8. Continuous Quality Improvement:

The UC Board of Regents does not approve individual program management decisions, but delegates these down through campuses (e.g. UCSF, UCLA) and departments (e.g. Dept. of Psychiatry), to divisions.

The following CQI policies have been developed by the SCCM program director, and reviewed and approved by the Citywide Division Director:

11/1/16 - Flow Chart for Data Analysis and Integration into Program Planning

The following CQI activities are ongoing in the SCCM program:

- 1. SCCM contract productivity and outcomes are monitored and improved by
 - Review of individual clients' progress in weekly group and individual supervision, and adjusting treatment plans for clients who are not progressing toward their treatment goals;
 and
 - b. Running Avatar UOS and error reports in the 2nd week of each subsequent month (after service entry deadlines), and after CalOMS is implemented with this program reviewing CalOMS accept/reject reports within a week of receipt, and running Avatar CalOMS discharge (outcome) reports after each quarter, and reviewing / summarizing outcomes databases for any outcomes not tracked in Avatar; and
 - c. Discussion of the results in SCCM group supervision to develop improvement plans; and
 - d. Implementing improvement plans, e.g. for Avatar or outcomes database errors, coach staff to prevent future errors; for low services, increase referrals or decrease dropout; for low client outcomes, engage clients more effectively.
- 2. SCCM clinical documentation is monitored and improved by
 - a. Supervisor (= program director or TBH program coordinator) orientation of each new staff to clinical documentation standards, including Avatar and paper files; and
 - b. Clinicians' Excel file with due dates for all clients on their caseload, reviewed in weekly individual supervision to prevent missing deadlines; and
 - Supervisor feedback on new clinicians' documentation once a week, until standards are consistently met for that kind of documentation (e.g. progress notes, treatment plans, intake and discharge summaries); and

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- d. Peer review of each client file using the chart checklist, at 30 days after intake, 6 months, and discharge; the supervisor oversees reviews and instructs staff to make corrections and prevent recurrence.
- 3a. CLAS standards implementation at the Citywide agency level is documented in the agency-wide administrative binder, and includes documentation in the CBHS cultural competence tracking database. CLAS standards implementation at the SCCM program level includes
 - a. Plan-Do-Study-Act cycles, incl.
 - Staff and/or client review of a cultural issue (identifying likely root causes of problems) to develop a plan for improvement (plan),
 - ii. Implementation of improvements (do),
 - iii. Evaluation of outcomes (study), and
 - iv. Continuing changes that are helpful; adjusting plans that are not helpful (act).
- 3b. SCCM staff cultural competency (CLAS standard 4) is monitored and improved by
 - a. Referencing the cultural competency expectation in the CA Title 9 AOD counselor code of regulations and UCSF job descriptions, the supervisor uses cultural competency as a criterion for staff selection (interview and reference questions), discusses it with new staff during their orientation, reviews it with staff during performance evaluations, and points out cultural issues that may affect client or staff interactions during individual and group supervision.
 - b. The supervisor encourages staff to complete CBHS required culturally relevant trainings early in each fiscal year, with periodic reminders until documentation of training completion is received (e.g. Transgender 101 and 12N trainings, trauma trainings).
 - c. Optional culturally relevant trainings offered through DPH or UCSF are distributed via email, then discussed in group supervision, and staff coverage arranged or services rescheduled to allow staff to attend.
 - d. Staff who have passed probation are eligible to apply for UCSF funding to attend trainings, and the supervisor encourages staff to identify and attend trainings relevant to their cultural competence.
 - e. Staff training documentation including culturally relevant trainings are maintained in administrative binders (for trainings applicable to all) and individual staff files (for individually selected trainings attended).

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3. Satisfaction with SCCM services

- a. Is monitored with clients via the annual DHCS/CBHS substance use client satisfaction survey, offered to every client receiving services during the survey period; and
- b. Is reviewed in group supervision (for client satisfaction) and in the program director's supervision with the Division Director (for client and trainee satisfaction), and plans for change are implemented as needed, using Plan Do Study Act cycles.
- 4. Outcomes CQI is included in CQI item 1 above.
- 9. Required Language: N/A

Contractor Name: UC Regents	Appendix A-7
Program Name: UC Citywide Assisted Outpatient Treatment	Contract Term: 07/01 - 06/30
	•

1. Identifiers:

Program Name: UC Citywide Assisted Outpatient Treatment

Program Address: 982 Mission St. 2nd Floor City, State, ZIP: San Francisco, CA 94103 Telephone/FAX: 415-597-8065/415-897-8004

Website Address: http://ucsf.edu/

Person Completing this Narrative: David Fariello

Telephone: 415-597-8065

Email Address: david.fariello@ucsf.edu

Program Code(s): 8911AO

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3. Goal Statement:

The Citywide Assisted Outpatient Treatment (AOT) project will provide comprehensive clinical case management, to severely mentally ill adults who have been ordered by the court/entered into a Settlement Agreement with the court to participate in outpatient treatment. The goal of this program is to provide intensive outpatient services to consumers in order to improve their quality of life, as well as prevent mental health crises and cycling through emergency services or incarceration. Services will be consistent with legal requirements outlined in the Welfare and Institutions Code §5348(a) and will include outreach, crisis intervention, medication assessment and management, individual, group and family therapy, as well as case management. Staff to client ratios will be 1:10

4. Target Population:

San Francisco Adults that have been court ordered or entered into a Settlement Agreement to Assisted Outpatient Treatment. Adults with severe mental illness that are not engaged in treatment and at risk of deterioration in the community and subsequent crisis contacts.

	Appendix A-7
Contractor Name: UC Regents	Contract Term: 07/01 - 06/30
Program Name: UC Citywide Assisted Outpatient Treatment	

5. Modality(s)/Intervention(s)

Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
6,400		
4,000		
7,200		
4,500		
22,100		25
	(UOS) 6,490 4,000 7,200 4,500	(UOS) (NOC) 6,400 4,000 7,200 4,500

COST REIMBURSEMENT

6. Methodology:

- Consumers are assertively engaged and followed throughout the system as they transition through hospitals, jail, IMDs, shelters, or residential facilities. High-risk consumers in Board & Care are seen at their home regardless of the facility's location. Over 50% of services are delivered in the community. Medication services can be delivered in the community. Case managers accompany consumers on public transportation or use the Division van to access the community.
- The programs engage family and informal resources in the community to support consumers: for example, restaurant owners to provide prepaid meal plans, hotel owners to help monitor consumer functioning, store owners to support grocery budgeting, etc.
- Hands-on, case management activities to address both the immediate support system issue and the acquisition of problem-solving skills, building independence.
- Treatment team members are quick to intervene in the community when a consumer is headed toward a crisis. Daily medications, supportive counseling, and on-call phone support can help consumers avoid a hospitalization or arrest.
 - A. Program outreach, recruitment, promotion, and advertisement.

Contractor Name: UC Regents	Appendix A-7
Program Name: UC Citywide Assisted Outpatient Treatment	Contract Term: 07/01 - 06/30

Our referrals come from Department of Public Health (DPH). Director of Assisted Outpatient Treatment with Department of Public Health provides outreach, recruitment, promotion and advertisement.

B. Program's admission, enrollment and/or intake criteria and process where applicable. Department of Public Health refers individuals to Citywide Assisted Outpatient Treatment that are court ordered or enter into a Settlement Agreement to Assisted Outpatient Treatment. The program adheres to the guidelines, definitions and services as described in the intensive case management guidelines.

C. Program's service delivery

Citywide Assistant Outpatient treatment model provides comprehensive case management, crisis, family, individual therapy, and linkage to medication services for consumers that are either court ordered or in a settlement agreement to Assisted Outpatient Treatment. The court order or settlement agreement is for 6 months but the court could extend the court order or settlement agreement for 6 more months. Providers provide intensive case management for as long as they are part of the Assisted Outpatient Treatment court process and provide linkage to the appropriate level of care in the community. Medical staff work closely with case managers to provide psychotropic medications including drop-in, at consumer's home, or daily medications if needed. Treatment is provided continuously, wherever the consumer is located. Thus outreach to the consumers home, outreaches to community agencies and businesses, visits in custody or in the hospital, are all routine modes of delivery of services. The program incorporates the principles of the "Wellness and Recovery" model of services. Consumers work with case managers to develop a Wellness and Recovery Action Plan, specifying goals for increased skills, increased functioning, increased personal resources and illness management. We maintain a special emphasis on helping consumers locate and maintain productive activity including education, prevocational training, volunteer work and paid employment. Involving consumers in group therapy, dual diagnosis groups, pre-vocational training and stipend jobs, as well as social activities is a central aspect of Division programs. We also provide support in obtaining and maintaining housing. Consumers are seen as often as is clinically indicated. Program hours are 8:30 am to 5:00 pm, Monday through Friday. After hours and weekends are covered by on-call staff who provide phone consultation and support to consumers, support members or other agencies.

Contractor Name: UC Regents	Appendix A-7
Program Name: UC Citywide Assisted Outpatient Treatment	Contract Term: 07/01 - 06/30

D. Program's exit criteria and process Citywide Assisted Outpatient Treatment provides intensive case management to consumers that are either court ordered or in a settlement agreement to Assisted Outpatient Treatment. When the Assisted Outpatient Treatment Court order or Settlement Agreement ends, providers connect consumers to the appropriate level of care. This can include linkage to an intensive case management program or regular outpatient treatment in the community.

E. Program's staffing - See Appendix B

7. Objectives and Measurements:

Outcome Objectives

- By the end of Fiscal Year 18-19, participants enrolled in the Assisted Outpatient Treatment Program will have a 10% reduction in psychiatric crisis contacts compared to the previous fiscal year, as measured by Psychiatric Emergency Services (PES) contacts and documented in Avatar as well as a joint data collection effort between UCSF and DPH's AOT Care Team.
- By the end of Fiscal Year 18-19, participants enrolled in the Assisted Outpatient Treatment Program will have a 10% reduction in total number of incarcerations compared to the previous fiscal year, as measured by number of jail contacts with the San Francisco County Jail and documented in Jail Information Management (JIM) as well as a joint data collection effort between UCSF and DPH's AOT Care Team.
- By the end of Fiscal Year 18-19, participants enrolled in the Assisted Outpatient Treatment Program will have a 5% reduction in total admissions to an inpatient psychiatric unit compared to the previous fiscal year, as measured by number of admissions and documented in Avatar as well as a joint data collection effort between UCSF and DPH's AOT Care Team.

Process Objectives

By the end of Fiscal Year 18-19, 50% of participants enrolled in the Assisted Outpatient Treatment Program will be connected to another Behavioral Health provider within the System of Care, as measured by an open episode and documented in Avatar as well as a joint data collection effort between UCSF and DPH's AOT Care Team.

O Landar Name IIC Deposits	Appendix A-7
Contractor Name: UC Regents Program Name: UC Citywide Assisted Outpatient Treatment	Contract Term: 07/01 - 06/30
Program Name: OC City wide 1 2512100 C City	,

- On any date, 100% of participants enrolled in the Citywide Assisted Outpatient Treatment Program will have a current finalized Treatment Plan of Care in AVATAR within 60 days of opening.
- Objectives will need to be reported to BOCC by 9/1/18

8. Continuous Quality Improvement:

- A. Productivity is reviewed on a monthly basis. The Division Administrator and Division Director distribute data from AVATAR to all supervisors. Line-staff are expected to monitor their own productivity through Avatar and it is reviewed at least monthly in their weekly individual supervision. Once CBHS generates reports tracking Program Objectives they will be brought monthly to the Divisions' bi-weekly Leadership meeting for review as well as team meetings within each program.
- B. The Division PURQ meets weekly to review Treatment Authorization Requests, and Treatment Plans. All supervisors review two charts per supervisee, as part of quality control. Monthly Staff Meetings are a forum to identify program functioning strengths and limitations. Additionally there is a weekly Community Meeting in which clients are encouraged to identify concerns or improvements needed.
- C. Every year staff language and cultural skills are identified as part of our Cultural Competency program. As part of the hiring process specific language and cultural skills are identified in the Job Description. The Division fully complies with CBHS Cultural Competency goals and standards.
- D. The Division fully participates in the annual CBHS Measurement of client satisfaction.
- E. As CBHS is able to generate reports from AVATAR data, the division reviews and integrates the data into operational reviews and/or opportunities from program enhancement. For example, we are currently working to submit a NIMH grant to implement Smoking Reduction with seriously mentally ill adults. We are hoping to generate baseline data from AVATAR data with help from CBHS.
- 9. Required Language: Not Applicable

Appendix B Calculation of Charges

1. Method of Payment

Contractor shall submit monthly invoices by the fifteenth (15th) working day of each month, in the format attached in Appendix F, based upon the number of units of service that were delivered in the immediately preceding month. All deliverables associated with the Services listed in Section 2 of Appendix A, times the unit rate as shown in the Program Budgets listed in Section 2 of Appendix B shall be reported on the invoice(s) each month

2. Program Budgets and Final Invoice

A. Budget Summary

B-1: Citywide Linkage

B-2: NOVA

B-3: Citywide Roving Team

B-4: Citywide Services for Supportive Housing

B-5: Citywide STOP

B-6: Citywide STOP Sobering Center Case Management

B-7: Citywide Assisted Outpatient Treatment

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, \$2,444,090 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

The maximum dollar for each term and funding source shall be as follows:

July 1, 2018 through June 30, 2019	\$ 5,091,855
July 1, 2019 through June 30, 2020	\$ 5,091,855
July 1, 2020 through June 30, 2021	\$ 5,091,855
July 1, 2021 through June 30, 2022	\$ 5,091,855
Subtotal - July 1, 2018 through June 30, 2022	\$20,367,420
Contingency	\$2,444,090
TOTAL - July 1, 2018 through June 30, 2022	\$22,811,510

C. Contractor agrees to comply with its Program Budgets or 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. A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date 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 the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

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Appendix B - DPH 1: Department of Public Health Contract Budget Summary
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Appendix B.- DPH 3: Salaries & Benefits Detail

Appendix B - DPH 4: Operating Expenses Detail

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Appendix #:

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Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)
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MH WO Sheriff Department - NoVA	HMHMNOVAPRWO	47,184	129,296	2,303			1
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COST Per Unit - Contract Nate (Or in School Market	odi Cal Browlders Onk	· ·	67	55			Total UDC
Will share the light	Coll Cataline Living College College	*					30

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Citywide NoVA Program Code: 8911NO

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Appendix B - DPH 4: Operating Expenses Detail

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Appendix #:

Accounting Code 5 Accounting Code 6 (Index Code or Detail)
Detail) 05/01/18 2018-19 47 Based on FY Document Date 44 4 Accounting Code 3 Accounting Code 4 (Index Code or Detail) 3,887 3,887 1,408 9/9 906 898 Department - NoVA HIMHMNOVAPRWO MH WO Shariff 07/01-06/30 972 \$ 352 972 224 169 227 County WO CODB HMHMCC730515 SDMC Regular FFP 07/01-06/30 4 4,859 \$ 65) 1,759 4,859 1,133 1,122 845 Term (mm/dd/yy-mm/dd/yy): 07/01/17-06/30/18 TOTAL TOTAL OPERATING EXPENSE \$ Other Total: \$ Consultant/Subcontractor Total: \$ w ₩ Staff Travel Total: \$ General Operating Total: | \$ Materials & Supplies Total: \$ Olient food and miscellaneous expenses: Client miscellaneous expenses include coffee, lunches, hyglene productives, clothing, taxi Occupancy Total: add more Consultant/Subcontractor lines as Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and CCDSS - Computing and Communication Itilities(telephone, electricity, water, gas) Expense Categories & Line Items JCSF Faculty and Staff HR Recharge vouchers/bus tokens etc. (incentives) Consultant/Subcontractor (Provide Equipment Lease & Maintenance Program Name: Citywide NoVA Program Code: 8911NO Computer Hardware/Software Building Repair/Maintenance Fraining/Staff Development Device Support Services Data Network Services Professional License Out-of-Town Travel Program Supplies lability charges Insurance (auto) Field Expenses Office Supplies **Photocopying** ocal Travel ecessary) Permits

Jost Reporting/Data Collection (Cruic.)	
Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CXUC)	

Program Name Prog	Provider Name Citywide Roving leam Provider Number 8911	OVING 188					Document Date	05/01/18
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Appendix B - DPH 3; Salarles & Benefits Detail

			:									Appe	Appendix #:	B-3
Program Name: Citywide Koving Team Program Code: 8911RT	. 1. 1											Base	Page # Based on FY	2018-19
9							,					Docume	Document Date	05/01/18
	TOTAL	SDINGS	MC:Regular FFP (5 General-Fund MH:Adutt Cotunty W CODB: (5	Regular FFP (50%) General Fund Adult County WO CODB	MH WO H Team HMI	NH WO HSA UC ROVING Team HMHMROVINGWO	Accoun (Index:C	Accounting Code:3.	Acco) (Index	Accounting Code 4. Accounting Code 5. (Index Code or Detail) (Index Code or Detail)	Accou		Accour (Index C	Accounting Code 6 (Index Code or Detail)
Town (mm/dd/m/)	07/01-08/30		07/01-06/30	6/30	1/20	07/01-06/30			÷					
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Rocial Work Associate				22,494	0.48				1					·
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Totals:	E 7.47 \$ 555,811	3.4	43 \$	255,071	4.04	\$ 300,740	0.00	*	0.00	\$	300	A	33.5	
		00 4 074 AD 45	20%	407 549	407 K10 40 15% 8	1	126 762 0.00%		0.00%	192	%00.0		0.00%	
Employee Fringe Benefits:	44.13% \$ 434,	14.	₹	10110	201						,			
STUDING SOIGE ISSUED	280.085	285	<u>~</u>	362.583	<u></u>	\$ 427,502		•		•		•		
LOI AL CALAKIES & DENETITO		3	.]			Ħ	_		I		1			

Appendix B - DPH 4; Operating Expenses Detail

Appendix #
Page #
Based on FY
Document Date

_	1
Citywide Roving Team	
e; Citywie	e: 8941RT
Program Name	Program Code: 8911R

Met Wo, is A. U. Accounting Code of (Index Code of Cod			SDMC:Regular FFP				A. Commission (Pode 6)	
Term (furn) delity-minically Total - Gazon S	Expense Categories & Line Items	TOTAL	(50%) General Fund MH Adult County WO CODE HMHMC0730515	MH WO HSA UC Roving Team HMHMROVINGWO	Accounting Code 3 (Intex Code or Detail)	3		E
Term (mindday/mindaypt) State St	A. Melly	07/04-06/30	02/01-06/30	02/01-06/30				
Sequeleptone, alectricity, water, gast) S 12,000 S 6,507 S 6,493 S S S S S S S S S	Term (mm/dd/yy-mm/dd/yy).	20/20-19/10						
5 12,000 5	Rent		6					
S 12,000 S 2,492 S 2,868 S S S S S S S S S	Utilities(telephone, electricity, water, gas)		9					
Comparison of the companion of the com	Building Repair/Mainfenance			, ,			•	
S	Occupancy Total:			65				
State Stat	Office Supplies		9 6	4				
Supplies Total: \$	Direction of the control of the cont			9				
Supplies Total: \$ 9,000 \$ 4,130 \$ 5000 \$0000 \$000 \$0000 \$0000 \$0000 \$0000 \$0000 \$0000 \$00	Francoupying							
Supplies Total: \$ 14,800 \$ 6,722 \$ 229 \$ 271	Program Supplies		49	\$				\$
\$ 600 \$ 229 \$ 271 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Computer Hardware Community R Supplies Total:	us.	\$	2	*			
S		v	\$	\$				
\$ 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5	Training/Staff Development							
S	Insurance (auto)	,						
S	Professional License	F (
S S S S S S S S S S	Permits	2						
S	Equipment ease & Maintenance	S		9			-	
Staff Travel Total: \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	General Operating Total:		*	•				
Staff Travel. Total: \$								
Staff Travel Total: \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Local Layer	\$						
Name, S	OUT-OF-LOWN LIGITAL						45	
Name, 5			ب					
Name, said and search \$	Stall Haven Loran	•						
\$ 5.734 \$ 2,134 \$ 5.73	Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name,							
S 85 S S S S S S S S S S S S S S S S S S	Service Detail w/Dates, Hourly Rate and	\$						
\$ 5,244 \$ 1,810 \$ 2,134 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	(add more Consultant/Subconfractor:lines as							
\$ 3,944 \$ 1,810 \$ 2,134 \$ 2,182 \$ 2,862 \$ 2,466 \$ 2,092 \$ 2,466 \$ 2,466 \$ 2,002 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,462 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,462 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,462 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,462 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,462 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,466 \$ 2,462 \$ 2,466 \$ 2,46	necessary)	9 4		\$	\$			
\$ 5.289 \$ 2.427 \$ 2.862 \$ 4,558 \$ 2,092 \$ 2,466 \$ 8,210 \$ 3,767 \$ 4,442 Mi \$ 12,000 \$ 5,507 \$ 6,493 \$ - \$ - \$ - \$ - \$	Consultant/Subcontractor Total	•	G.	49				
\$ 5,289 \$ 2,427 \$ 2,862 \$ 2,466 \$ 2,092 \$ 2,466 \$ 2,002 \$ 2,466 \$ 2,002 \$ 2,466 \$ 2,002 \$ 3,767 \$ 4,442 \$ 4,442 \$ 2,000 \$ 5,507 \$ 6,493 \$ 18,397 \$ - \$	Data Network Services							
\$ 4,558 \$ 2,092 \$ 2,466 \$ 4,442 \$ 4,442 \$ 4,442 \$ 4,442 \$ 5,507 \$ 6,493 \$ 12,000 \$ 5,507 \$ 6,493 \$ 18,397 \$ - \$ \$	CCDSS - Computing and Communication		vs	\$.				
\$ 8,210 \$ 3,767 \$ 4,442 \$ 12,000 \$ 5,507 \$ 6,493 \$ 34,000 \$ 15,603 \$ 18,397 \$ - \$ - \$ - \$	Device Support Services		69	\$				
\$ 12,000 \$ 5,507 \$ 6,493. \$ 34,000 \$ 15,603 \$ 18,397 \$ - \$.	Liability charges		4	s				
\$ 12,000 \$ 5,507 \$ 6,493 \$. \$. \$. \$. \$. \$. \$. \$. \$. \$	UCSF Faculty and Staff HR Recharge	0	•	+			A	
\$ 12,000 \$ 5,507 \$ 6,493 \$. \$. \$. \$. \$. \$. \$. \$. \$. \$.	Client food and miscellaneous expenses:	,						
er Total: \$ 34,000 \$ 15,603 \$ 18,397 \$	Client miscellaneous expenses income control lunches, hygiene productives, clothing, taxi		U	49				6
33,169 5 - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ \$	vouchers/bus tokens etc. (incentives)		us		-			
28-1 5 28-131 \$ 33,169 \$							- 3	\$
		Pag 4	3	s			L. C.	

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) 90117

LEGAL CIRILY INCHES (MITTACHING (AV) (CA) COLORS	s for Supportive Hou	Sina			Page #	
Provider Number 8911				•	Based on FY	2018-19
	Chainde Sawkas	Chwide Sawices	Crwwide Services	Citywide Services	Citywida Services	
		for Supportive	for Supportive Housing	for Supportive Housing	for Supportive Housing	
Program Code		8911SH	8911SH	B911SH	8911SH	
Mode/SFC (MH) or Modelity (SA)	Ц	15/10-57, 59	15/80-69	15/70-79	60/78	
	OP-Case Mgt	OP-MH Sycs	OP-Medication Support	OP-Crisis Intervention	SS-Other Non- Medical Client Support Exp	
(wybymu -wyphymu) met rulpuid	\perp	07/01-06/30	07/01-06/30	07/01-06/30	07/01-06/30	TOTAL
STATE OF THE PARTY	The state of the s		が はいままがら	第29年20日前時初		格斯勒特拉尼维亚克雷
FUNDING USES	110,859	608,202	465,860	35,910	335,933	1,556,764
Operating Expenses		49,793	38,139	2,940	26,760	120,700
Capital Expenses		200 653	602 000	38 850	362.693	1.683.472
Subjotal Direct Expenses		78 050	80.481	4.662	43,523	202,017
Indirect Expenses TOTAL FUNDING USES	134,327	736,954	564,480	43,512	406,218	1,885,489
	State of the last	の の の の の の の の の の の の の の の の の の の			张过去文	
Accounting to the contract of	TORRAL					
21	59.365	325,894	249,489	19,230		
	73,225	401,734	307,713	23,719	406,216	12
MH COUNTY Adult - General Fund (CODB) HMHMCC730515	1,736	9,527	7,297	295		19,123
		120 001	564 490	44 542	406 248	1.885,489
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	134,327	PCR'OF/	Option Control of the	The state of the s	Stephen Library	古のないというないのかはないの
Accounting Code (Index Code or BH) BHS.80BSTANCE ABUSE RUMPING SOURCES						
						1 6
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TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		ť.	•		•	a Control of the Cont
Accounting Code (Index Code or Context Death)						
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TOTAL		, and see	007 733	42 849	406.246	1,885,489
TOTAL DPH FUNDING SOURCES	134,327	4CE, OE 1				
						•
This row left blank for funding sources not in drop-down list This row left blank for funding SOURCES		B	. 4	1	•	я
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	134,327	736,954	564,480	43,512	406,216	1,885,489
ehstungopseryceandionagost						
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)	3)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcolic Tx-Program	u				Cost	
Payment Method	Fee-For-S	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS).	Reimbursement (CR)	
DPH Units of Service	e Staff Minute	Staff Minute	Staff Minut	Staff Mi	Staff Hour	
- DPH Rate (DPH FUNDING SOURC	2	\$ 2.65	\$ 5.04	\$ 4.30		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES	9				A 4	Total UDC
Published Rate (Medi-Cal Providers Only)	3.45	\$ 4.30	OL'O	6		L
Carried Assertation						

Appendix B - DPH 3: Salaries & Benefits Detail

Appendix #: B-4 Page # 2 Based on FY 2018:19 Document Date 05/01/18	Accounting Code 5 Accounting Code 6 (Index Code or Detail)	Salaries FTE Salaries											-									00.00	%00:0			
	Accounting Code 4 Accounting Code 4 (Index Code or Detail) (Index Code or Detail)	HTE Colonics	Dalatica																			0:00 \$ - 0:00	%00.0			
	Accounting Code 3 Accounting Code 3 (Index (Index Code or Defail)		FTE Salaries FIE																			0.00	1,000	0.00%	•	•
	for (CR)	07/01-06/30	8	200 000		 0.25 \$ 15,401				2,00 \$ 96,372									1			3.35 \$ 236,323	0,0	359,688 42,15% \$ 99,610 0	\$ 335,933	
	SDMC:Regular:FER(50%) General Fund Sulk Adult: County WO. CODB	1701-06/30	Salaries	41,053	\$ 0	 8	3.60 \$ 255,949	49	9													8,45 \$ 861,143		7% S	\$ 1,220,831	11
1	TOTAL		07/01-06/30	0 \$ 41,053	ક	 4 45 6 65 659	ا	8	,	0.05 \$ 4,208							Ŀ					44.90 € 1.097.488	9	41.85% \$ 459,298 41.7		to reaction of
Program Name: Citywide Services for Supportive Housing Program Code: 8911SH			Term (mm/dd/yy):		Clinical Instructor/Asst./Assoc./Froressol	+		al Worker [/i]	LVN/RN/NP Potent Sur Strov 2 (formerly Community Health Program	_	ative Assistant II/III												lotals: 11			TOTAL SALARIES & BENEFITS

Appendix B - DPH 4: Operating Expenses Detail

Program Name Code Bit 15th Program Name Code Bit 15th Program Code	•		•				3	í
TOTAL	And the second s	the Housing					Appendix #:	4
Expense Categories & Line berns	Program Name: Citywide Services for Suppor	Rusenou hall					Rased on FY	2018-19
Total	Program code, parion					•	Document Date	05/01/18
Taren (minddivjermiddby):			Shift Domilar EPP	Ŀ				
### ### ### ### ### ### ### ### ### ##	Expense Categories & Line Items	TOTAL	SOME CASE OF THE COURTY WO GODS HIMMICC 730515		Accounting Gode's (Index Code or Detail)	Accounting Code & (Index/Code or Detail)	Accounting Code (Index Code or Detail)	Accounting Gode 6 (Index Gode or Detail)
Subjete Subj	Term (mm/dd/yy-mm/dd/yy):	07/01-06/30	07/01-06/30	07/01-06/30				
Sequel Management Sequ								
\$ 5,000 \$ 5,000 \$ 5	Hilties(telephone, electricity, water, gas)		\$					
\$ 5 0,000 \$ 20,000 \$ 5 0,0	tuilding Repair/Maintenance			\$				
\$ 6,000 \$ 6,000 \$ 5 \$ 1,000 \$ 1000 \$ \$ 34,000 \$ 11,000 \$ 1,200 \$ 1,200 \$ 1,200 \$ 1,200 \$ 1,200 \$ 1,200 \$ 1,200 \$ 1,200 \$ 2,200 \$ 2,200 \$ 2,200 \$ 2,20,00	Occupancy rotal			₽-				
\$ 1,000 \$ 11,000 \$ 11,000 \$ 1,1000 \$ 1,	Office Supplies Aedical Supplies - gloves, suture kit, gauze, regnancy test, tox screen, band-aids, alcohol	9		 	٠.	•		
Second Communication	ads, glucometer, gluco-strips etc.	₽ 6	e u	┿				
Exceptive state St	hatacopying						,	
Supplies Total: \$ 35,000 \$ 1,200 \$	rogram Supplies				•			
S	Computer Hardware/Software	9	47	s		-	\$	
S	Materials & Supplies 1 cm.		8	<u> </u>				
State Stat	raining/Staff Development							
State Stat	nsurance (auto)							
Sentral Operating Total: \$ 1,200 \$ 1,200 \$	Professional License							
S	emits							
S	quipment Lease & Maintenance	*	49	47			\$	
S		6						
S	ocal Travel							
Fortal: \$ 8,000 \$ 8,000 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	Jut-of-Town Travel							
Sas \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$		6	v	4			•	*
Seas \$ -		٨	*	-				
Fodal: \$	Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Consultant/Subcontracting Agency Name, Review Rate and	69						
\$ 5,230 \$ 4,462 \$ 1,769 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	add more Consultant/Subcontractor lines as	6/3						•
\$ 6,230 \$ 4,462 \$ 1,769 \$ 8,364 \$ 5,983 \$ 2,372 \$ 13,924 \$ 10,243 \$ 3,682 \$ 37,000 \$ 20,000 \$ 17,000 \$ 37,000 \$ 26,760 \$ - \$ - \$ - \$ - \$ - \$		\$		*	. 45			•
\$ 8,364 \$ 5,983 \$ 2,372	Services	69	8	æ				
\$ 8.354 \$ 5,383 \$ 2,372 \$ 13,924 \$ 10,243 \$ 3,682 \$ 37,000 \$ 20,000 \$ 17,000 ctal: \$ 74,508 \$ 47,749 \$ 26,760 \$ - \$ - \$ -	CCDSS - Computing and Communication							
\$ 13.924 \$ 10,243 \$ 3,682 \$ 37,000 \$ 20,000 \$ 17,000 \$ 37,000 \$ 26,766 \$ - \$ - \$ -	Device Support Services		€	A				
\$ 13.924 \$ 10,743 \$ 5,002 \$ 37,000 \$ 20,000 \$ 17,000 \$ 37,000 \$ 26,760 \$ 17,000 \$ 34,749 \$ 26,760 \$ - \$ - \$ - \$	Liability charges		9	A 6				
\$ 37,000 \$ 20,000 \$ 17,000 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	UCSF Faculty and Staff HR Recharge		69	4				
Total: \$ 37,000 \$ 20,000 \$ 17,000 \$. \$. \$ \$ Total: \$ 74,508 \$ 47,749 \$ 26,760 \$. \$	Client food and miscellaneous expenses: Client miscellaneous expenses include coffee, lunches, hyglene productives,			•				
Other Total: \$ 74,508 \$ 47,749 \$ 26,760 \$. \$. \$.	clouning, taxi your tels/bus tokers car.		\$	\$	+		69	*
125 TOR \$ 89.947 \$ 26,760 \$. \$. \$		5	\$	\$	-1			,
				5		*	•	\$

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

E Johnson Actions C	H3832						
THE THE PROPERTY OF THE PROPER	LOVIDE PUBLICATION INC.	0013 77	Chwyde STOP	Citywide STOP	101)P:	
	Program Name	Cilywide STOP	38324	38321	38321		
I) DESMOON	Program Code Mode/SFC (MH) or Modality (SA)	38321 ODS-91	ODS:82	ODS-93	Supt-02		
		ODS Group	lenpivipul SOO	ODS Case	SA-Support	•	
	Service Description	Counseling	Counseling	07/01-08/30	02/01-08/30		TOTAL
Funding Term (m	inding Term (கார/dd/yy - கார/dd/yy)	07/01-ปซีเลบ	CONTRACTOR OF THE PARTY OF THE			4. 19. 19. 19. 19. 19. 19. 19. 19. 19. 19	158 252
	の と の の の の の の の の の の の の の の の の の の	110 413	37,797	1,573	6,769		4,389
	Salaries & Employee Benefits	3.156	1,064	44	125		
	Cookel Expenses			4 545	6.894		162,641
CHIS	Subtotal Direct Expenses	115,269	38,861	707	827		19,517
NADO	Indirect Expenses	13,832	4,663	4.844	7,722		182,158
ICI	TOTAL FUNDING USES	129,101	43,524	THE COURSE OF STREET	A CHARLES AND A		
	Accounting Code (Index Code or						
BHSHEMMARHEN		199					
	Sacaros					A STATE OF THE STA	
TOTAL BHS MENTAL HEALTH F	TAL HEALTH FUNDING SOURCES						
	Index Code of						42,90
BHS SUBSTANCE ABUSE FUNDING SOURCES	HIMHSCCRES227	31,751	10,704				23,100
SA FED - DMG FEB; Crub #35.77	HMHSCCRES227	7,096		1,103	7,722	4	7.14,000
STALE FOR LINU MINISTER	HMHSCCRES227	1 597	638				182.158
SA COLINITY - General Fund (CODB.)	HMHSCCRESZZ/	23	43,524	1,811	7,722	Carlo de la companya	THE PROPERTY OF THE PARTY OF TH
TOTAL BHS SUBSTANCE ABUSE	ANCE ABUSE FUNLING SOURCES						
CTUSES DAN ELINDING SOURCES	(Index Code of Defail)				A ACCUPATION OF THE STATE OF TH		
This row left blank for funding sources not in drop-down list	SOURCES CHIRCES				001.4		182,158
TOTAL OTHER DPH	TOTAL DEH FUNDING SOURCES	129,101	43,524	1,811	THE RESERVE THE PARTY OF THE PA		
NON-DEMENDING SOURCES				950000000000000000000000000000000000000			-
La Floor funding sources not in drop-down list			-				482 458
TOTAL NON-DPH	FUNDING SOURCES	104 404	43,524	1,811	1,722	A PROPERTY OF THE PROPERTY OF	CONTRACTOR OF THE CONTRACTOR O
TOTAL FUNDING SOURCES (DPH AND NON-DPH)							
BUNESCOF, SERVING TANK WITH THE STATE OF BEASTER	Number of Beds Purchased (If applicable)						
SA Only - Licensed Capacity for Medi-Cal Provider with Narcodic TX Program SA Only - Licensed Capacity for Medi-Cal Provider with Narcodic TX Program	th Narcotic Tx Program	1		Election Control	Cost		
	Payment Method	u.	<u> </u>		(5)	40	
	DPH Units of Service	3,512	15 min	15 minutes	Hours		
(E. (E.) - (E	Unit Type	14	100			7 Y	
Cost Per Unit - DPH Rate (UPH FUNDING SOURCES)	FUNDING SOURCES	(q.	s,	37.72	N/N		Total UDC
COST FOR CIRC COLMAN I COM	Carried Control of the Control of th	36.76		•	4		3

Appendix B - DPH 3: Salarles & Benefits Detail

		•	ì				Appendix #:	
Program Name: Citywide STOP					•		Page #	2
Program Code: 38321							Based on FY	2018-19
:		•	•	-			Document Date	05/01/18
·	TOTAL	Federal Drug Mediccal (DMC), CFDA #93.778, State Public Safety Realignment (PSR) DMC & County SA General Fund HMHSCCRES227	General Fund (CR.) HMHSCCRES227	Accounting Code; (index Code of Data)	Accounting Code 3 Accounting Code 4: (Index Code of Detail)	(index.Code or Date()		Accounting Code 6 (Index Code or Detall)
Tom (mm/rid/kw-mm/rid/kw):	07/01-06/30	07/01-08/30	02/01-06/30			ļ	Ш	
All Constitution with the state of the state	ETE Salatios	FTE Salaries	FTE Salaries	FTE Salaries	FTE Salaries	FTE Salaries	FTE	Salaries
Position like		0.22 \$ 37.138	8 0.03 \$	L				
Chrical Instructor/Asst./Assoc./Professor		4						
Psych Svc Healthcare Sup-1/SWA Administrative Assistant II/III		69	59					
						-		
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					-		-	
					,			
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			,					
		,						
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			·					
Totals:	1.30 113,702	1.27 \$. 108,656	56 0.03 \$ 5,046	0.00	- \$ 00.0	\$ 00.0	0.00	- \$
	20 4007	430Z C	172 4 45% \$ 172	1 723 0.00% \$	%00:0	0.00%	%00'0	
Employee Fringe Benefits:	38,10%	٠ ٥/ عد.						
TOTAL SALARIES & BENEFITS	158,252	\$ 151,483	83 \$ 6,769	•	•	4.7	.]	\$

Appendix B - DPH 4; Operating Expenses Detail

Appendix # B-5	Re4 Accounting Code 5 (Accounting Code 6 (index Code or Delain)		·	t .											<i>\$</i> 4	-		十	Ť							4	
	g Coder3 Accounting Coder4 ode or (findex Code or all)			**			4					4	-		S						1	•			<i>(</i>	46	
	General Fund (CR) (Index Code of HMHSCCRES227 (Index Code of Betall)	07/01-06/30		49			49					9.				T					47. \$	23 \$	41 \$		125 .\$	125 \$	
	Federal Drug Medicar (DMC), GFDA #93.776, State Public Safety Gen Relignment (RSR) HM DMC & County SA General HMHSCCRES277	07/01-06/30		1			w									e .			49		\$ 671 \$.	\$ 899.			\$ 4,263	\$ 4,263 \$	
٠.	TOTAL	02/01-06/30		i.						6									5		\$. 688	\$ 922			•	\$ 4,389	
Program Name: Citywide STOP Program Code: 38321	Expense Categories & Line Items	Term (mm/dd/yy-mm/dd/yy):	Keni Utilitles(telephone, electricity, water, gas)	Building Repair/Maintenance Occupancy Total:	S	Photocopying Program Supplies	Computer Hardware/Software	Materials S. Control	Training/Starr Development	Professional License	Permits	ant Lease &	General Operating Total:	Local Travel		Staff Travel Total:	Consultant/Subcontractor (Provide: Consultant/Subcontracting Agency Name, Service Detail wiDates. Flourly Rate and	(add more Consultant/Subcontractor lines as	necessary)	miscalination of the state of t	Medi-Cal Cellification	CCDSS - Computing and Communication	Device Support on west	Liability criatiges	UCSF Faculty and Stati Try Neural 9	TOTAL OPERATING EXPENSE	

Appendix B · DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)
Name (SA) 00117

Provider Name (S) (2017) Provider STOP Scientific Central	Chywide STOP Citywide STOP Sobering Content Case Management Case Man	Fiscal Year 2018-19 infeation Date 05/01/18				TOTAL	328,703	18,848	347,552	389,258				379,764	494	867,888		389,258		t 4	389,258						Total UDC 40
		Funding Not		SM-ANS nc-68	Ancilliary rices CM	odmission 01-06/30	236,491	13,661	250,052	280,058		•		273,228	068,8	280,058		2000 080						Cost nbursement (CR)	1,360 staff Hour	205.93	N/A
Program Name Cakes Manage States of Sobering Ce Sold Expenses	HIVCONTractor Name (SA) 0017 Provider Name (SA) 0017 Selvice Description (SACPA di Sacrice Description SACPA di SACPA di Diale Expenses (SACPA di SACPA di Diale Expenses (SACPA di SACPA di NAME (SACPA di SACPA di NAME (SACPA di SACPA di NAME (SACPA di NAME di NAME (SACPA di NAME di NAME (SACPA di NAME di NAME (SACPA di NAME di NAME di NAME (SACPA	nter Case Management		3832SM-ANS Nonres-34	SA-Nonresidntl ODF todv	07/01-06/30						1				1								Cost Reimbursement (CR)	Staff Hour	.00 \$. 168.00 \$	68.00 \$ 166.00
	HylContractor Name (SA) (SA) (SA) (SA) (SA) (SA) (SA) (SA)	00117 JC Citywide STOP Sobering Ce 883832	Citywide Si Sobering Co	Program Code 3832SM-V			を持ちて					Noine sources	Accounting Gode				Accounting Gode (Index Gode or Detail)		10000			hased (if applicable)	p Sessions (classes) Namotic Tx Program				χ γ

Appendix B - DPH 3: Salarles & Benefits Detail

												Appe	Appendix #:	9-6
Program Name: Citywide STOP Sobering Center: Case Management	anageme	ĮĮ.			ŀ							Hage #	Page # Based on FY	2 2018-19 05/01/18
Program Code: 3832SM-ANS										(本) (表) (表) (表)		Docume	The Care	
		TOTAL	County	County General Fund HMHSCGRESZZ7	Accounti (Index Coo	Accounting Code 2 (Index Code or Detail)	Account	Accounting Code 3 (Index Code of Detail)	Accou	Accounting Code 4 (index Code or Defail)	Account (Index Co	Accounting Code 5 (Index Code or Date))	Account (Index Co	Accounting Code 6 (Index Code or Datail)
W-441		07/01-08/30)ZO	07/01-06/30				Salarios	FIE	Salaries	FTE	Salaries	盟	Salaries
Torm (mm/ad/yy-mm/ad/yy)	316	Salaries	FTE	Salaries	FTE	Salanes							+	
Position Little	070	33,747	0.20	33,747							+		+	
Cinical Instructor/Asstudysactiff Indeed	2.00	143,269	500 200	143,203										
Clinical Social Victoria, v Patient Navigator (formerly Community Health Program	6	10.217	0.50	10,217.			1					 - 		
Rep)	0.20	35,060	0.20	35,060	1						+			
Nurse Practitioner II	0.20	11,254	0.20	11,204	+						+			
Administrative Assistantiniii			+											
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Employee rung parent			-	328 703		•		\$	_		_ <u>"</u>			
TOTAL SALARIES & BENEFITS		320,103			•		i							
											•			

Appendix B - DPH 4: Operating Expenses Detail

	tramament of the					Appendix #:	
Program Name: Citywide Stor Sobering Center Case management Program Code: 3832SM-ANS	III Case Maister					Page #	3
						Document Date	
Expense Categories & Line Hams	TOTAL	County General Fund HMHSCCRES227	Accounting Code: 2: (Index Code or Detail):	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or (Detail)	Accounting Code 5. (Index(Code of Detail)	Accounting Code 6 (indexicode or Detail)
Term (mm/dd/w/):	07/01-06/30	07/01-06/30					
Pant							
Utilities(telephone, electricity, water, gas)	\$ 1,540	\$ 1,540					
Building Repair/Maintenance		4.5	i			44	
Occupancy Total:	086,1	009	9 66				
Office Supplies	-						
Protocopying							
Committee Hardware/Software	\$ 3.400	3,400					
Materials & Supplies Total:	4		•	•	50	\$	\$
Training/Staff Development		\$ 200					
Insurance (auto)	\$						
Professional License	49						
Permits	- -						
Equipment Lease & Maintenance							
General Operating Total:	\$ 200	\$ 200	•	•	\$	•	*
Local Travel	\$ 1,900	\$ 1,900					
Out-of-Town Travel	· ·						
	*		_				
Staff Travel Total:		1,900	•		5	2	
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail wiDates. Houthy Rate and	·						
(add more Consultant/Subcontractor lines as	4						
Consultant/Subcontractor Total:		*	·	•	*	•	•
Data Network Services		\$ 1,637					
CCDSS - Computing and Communication. Device Support Services	\$ 2,195	\$ 2,195					
Liability charges		\$ 1,915					
UCSF Faculty and Staff HR Recharge	\$ 3,462	\$ 3,462					
Client food and miscellaneous expenses: Client miscellaneous expenses include coffee, lunches, hyglene productives, clothing, taxi							
vouchers/bus tokens etc. (incentives)	8		•			57	
Other Total:	11,209	\$02,TT \$, A	•	•		
TOTAL OPERATING EXPENSE	\$ 18,849	\$ 18,849	,	· (*	44	\$

Appendix B - DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)
Name (MH)/Contractor Name (SA), 00117

Provide Native Cityma	ilywide Assisted Outpar	IGUI I) Admirativ				Fiscal Year	2018-18
Provider Number 8	Provider Number 8911		H	Yangala Assista	Eunding	Funding Notification Date	00000
		Citywide Assisted	Citywide Assisted Citywide Assisted	Cirywda Assisted Outpatient	Outpatient		
	Process Name	Treatment	Treatment	Treatment	Treatment		
	Program Code	8911AO	8811AO	BB11AU	15/70-78		
Mode/SFC (N	Mode/SFC (MH) or Modality (SA)	15/01-09	15/10-57, 58	10000 BO			
		OP-Case Mgt	SONS HIM SONS	OP-Medication Support	OP-Crisis Intervention		
	Service Description	Brokerage 07/01-06/30	07/01-08/30	02/01-06/30	07/01-06/30	All Sections of the Control of the C	TOTAL
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FUNDING USES	o Transmoo Banafits	77,408	110,092	68,807	123,853		39.975
	Oneraling Expenses	8,140	11,578	7,235	13,024		
	Capital Expenses		100 100	78 043	136.877		420,135
Subtot	Subtotal Direct Expenses	85,548	127,600	0 125	16.425		50,416
	Indirect Expenses	10.268	14,600	RE 468	153,302	4.	470,551
(10)	TOTAL FUNDING USES	95.814	136,268	ODLIVE STREET STREET		《西京》,	
	Accounting Gode						
	(Index Code or						
RGES	Detail	95 814	138,268	85,168	153,302		470,001
MH MHSA (CSS)	HMFIMEROCOS						
الإناب المستعدد المست							
							170.584
	SHOULD COLIDER	95.814	136,268	85,168	153,302	A CHARLES TO A CHA	40.04
TOTAL BHS MENTAL HEALTH FUNDING SOUNCES	UNDING SOURCES						
	(Index Code or						
BHS BUBSTANCE ABUSE FUNDING SOURCES	(Detail)	5000000000000000000000000000000000000	A CONTRACTOR AND A CONT				
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TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	FUNDING SOURCES	A color of the least of the color	STATE SHAPE STATE OF				
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TOTAL DPH FUNDING SOURCES	FUNDING SOURCES	95,814	136,268	991,68	1000000000	WAR THE SAME STATES	A STATE OF THE STA
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į		95,814	136,268	85,168	153,302	STEERS WAS DESCRIBED AND STREET	STATE OF THE PARTY.
TOTAL FUNDING SUURCES (UT IN MILE NOME)	建筑地位的地位的	PARTY CONTRACTOR COMM	第二次,1958年			The state of the s	CONTRACTOR STATE
HOUNTED TREET AND UNDER OF BOOK PURE OF BOOK	Number of Beds Purchased (if applicable)						
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)	up Sessions (classes)						を表示である。
SA Only - Licensed Capacity for Medi-Cal Provider with	h Narcotic Tx Program	1800	Cost	Cost			
		Reim	Reim	Reimbursement	Reimbursement		
	Payment Method	CR	8	7,200	l		STATE OF THE SALES
	DPH Units of Service	6,400	Staff Minister	Staff Min	Staff Mir		
	Unit Type	6		5	.5		The state of the s
Cost Per Unit - DPH Rate (DPH FUNDING SCURCES CHIX)	ING SOURCES ON	200	S.	\$	24.07		Total UDC
Cost Per Unit - Contract Rate (DPH & Nort-Unit	(DPH & Nort-Ord FORMORIS COIN) 5	\$	43		8		25
Published Nato	Cult.						

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Citywide Assisted Outpatient Treatment Program Code: 8911AO

B-7

Appendix #: Page #

Accounting Gode 2 Accounting Code 3 Accounting Code 4 Accounting Code 5 Accounting Code 5 (Index Code or Detail) (Index Code or Detail) (Index Code or Detail) (Index Code or Detail) Salaries 2018-19 Based on FY Document Date FTE Salaries FTE Salaries FTE Salaries FTE Salaries FTE MH MHSA (CSS). HMHMPROP63 PMHS63-1805. 18,635 17,353 66,235 07/01-06/30 FTE Salaries 94,820 70,393 0 0 0 0 0 0 0 0 0 0 8.6 94,820 18,635 17,353 66,235 07/01-06/30 Salaries TOTAL 1.00 0.30 FIE Term (mm/dd/yy-mm/dd/yy): Position Title Psych Svc HC Supv 1/2 (formerly Clinical Social Worker II/III - Sup) Clinical Social Worker I/II Patient Navigator (formerly Community Health Program Assistant/Associate Professor Rep) Hospital Assistarit I

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112,724 | 0.00% \$

112,724 42.15%

42.15% 3.20

380,160

380,160

TOTAL SALARIES & BENEFITS Employee Fringa Banafits:

8

267,436

3.20

267,436

Totals:

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Citywide Assisted Outpauem Iteannem: Program Code: 8911AO	Treatment					Page # Based on FY	2018-19
						では は は かいまして とうしょう	# N
Expanse Categorles & Line Items	TOTAL	MH.MHSA (CSS) HMHMRROP63 PMHS63-1805	Accounting Code 2 (Index Code or Detail)	Accounting Code 3 (Index Code or Detail)	Accounting Code 4 (Index Code or Detail)	i Accounting Code 5 (Index Code or Detail)	Accounting Code 6
Term (mm/dd/yy-mm/dd/yy):	02/01-06/30	02/01-06/30					
Rent							
Utilities(telephone, electricity, water, gas)	\$ 2,000	A					
Building Repair/Maintenance	\$ 2,000	5	\$	44		\$	ń.
	3.0	\$ 3,000	i is				
Office Supplies	,						
Photocopying	55						
Program Supplies		\$ 2,400					,
Computer natural Materials & Supplies Total:	<u> </u>	\$ 5,400.	\$	\$	•		
Tourseless Anna Paris		\$ 300	69				
raining/olaii Devoluciii	G.						
Insurance (auto)	65						
Professional Licentise	45						
Permis							45
Equipment Lease & Maintenialice		300		\$	-	•	
	3.6	١.					
Local Travel		ļ	•		,		
Out-of-Town Travel	3 4					. 4	
Field Expenses	3,500	3,500	4	*	\$	*	
Stall: Hayer Loren							
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Consultant/Subcontracting Agency Nate and	Ө						
(add more Consultant/Subcontractor lines as	69						44
necessary)							
Consultantisudecontactor Local		+-					
Data Network Services CCDSS - Computing and Communication				-			
Device Support Services		6					
Liability charges		64					
UCSF Faculty and Staff HR Recharge)				·	
Client food and miscellaneous expenses: Client miscellaneous expenses include coffee, by the by the productives, clothing, taxi						-	
idificiles, hygiene processor control solutions (incentives)	\$ 19,000	s					\$
Other Total:		\$ (1/87	*				
		3. 340.00				· •	s
		•		•			

Appendix B -DPH 6: Contract-Wide Indirect Detail Page # of) UC San Francisco Contractor Name: (Re. 2018-19 _sed on FY Contract CMS #:: 0 Document Date 5/1/18 1. SALARIES & BENEFITS FTE **Amount Position Title** 0.00 Subtotal: **Employee Fringe Benefits:** \$ \$ Total Salaries and Benefits: 2. OPERATING COSTS **Amount** Total Operating Costs \$ Total Indirect Costs (Salaries & Benefits + Operating Costs) \$ 12% indirect costs 105,806 89114 \$ 23,927 8911NO \$ 102,166 8911RT \$ 202,017 8911SH \$ 19,517 38321 \$ TBD \$ 41,706 8911AO \$ 50,416

Total Indirect from DPH 1: \$ 545,555

545,556

Appendix C Reserved

Appendix D Additional Terms

The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Contractor falls within the following definition under the HIPAA regulations:

\boxtimes	A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or
	A Business Associate subject to the terms set forth in Appendix E;
	Not Applicable, Contractor will not have access to Protected Health Information

2. THIRD-PARTY BENEFICIARIES

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

3. CERTIFICATION REGARDING LOBBYING

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

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit the appropriate Federal form, in accordance with the form's instructions..
- C. Contractor shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. MATERIALS REVIEW

Except for production or distribution pursuant to a valid Public Records Act request, Contractor agrees that all materials, including print, audio, video, and electronic materials, developed, produced, or distributed in accordance with Appendix A and with funding under this Agreement shall be subject to a thirty (30) working day review and approval by the Contract Administrator prior to such production, development or distribution. A failure by the City to notify Contractor of objections to the materials within said thirty- (30) working day period shall be deemed approval of the materials.

5. CALIFORNIA STATE ENTITY

Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 8, 23, 36, 38, 42, 46, 57, and 59 of this Agreement are enforceable only to the extent such provisions are applicable to a California state entity and constitutional corporation and are required by applicable law.

Appendix E Omitted By Agreement of the Parties Appendix F Invoice

Appendix G

SUBSTANCE USE DISORDER SERVICES

such as

Drug Medi-Cal,
Federal Substance Abuse Prevention And Treatment (SAPT) Block Grant,
Primary Prevention or
State Funded Services

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

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

22), Sections 51341.1, 51490.1, and 51516.1, and Part 438 of the Code of Federal Regulations, hereinafter referred to as 42 CFR 438.

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

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

Reference Documents

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

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

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

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

Document 1G: Perinatal Services Network Guidelines 2016

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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

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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%2 02014.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

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

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

Document 5A: Confidentiality Agreement

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

I. Subcontractor Documentation

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

Records

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

- 1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.
- 2. Providers shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.
- 3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.
- 4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to,

all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

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

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

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

II Patient Record Retention

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

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

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

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

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

III. Control Requirements

1) Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its providers to establish, written policies and procedures

consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its contractors for any failure to comply with these requirements:

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

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

- 2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.
- 3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

- 4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:
 - a)Document 1C, Driving-Under-the-Influence Program Requirements;
- C. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law(Chapter 40, Statues of 2011 and Chapter 13, Statues of 2011, First ExtraordinarySession), providers that provide Women and Children's Residential TreatmentServices shall comply with the program requirements (Section 2.5, RequiredSupplemental/Recovery Support Services) of the Substance Abuse and Mental HealthServices Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at http://www.samhsa.gov/grants/grantannouncements/ti-14-005.

IV Provider's Agents and Subcontractors

- a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:
- i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
- ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

V Breaches and Security Incidents

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

a. Initial Notice to the Department

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

- (2) To notify the Department within 24 hours (one hour if SSA data) by email or fax of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of provider. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:
- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. Investigation and Investigation Report.

To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Provider shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

c. Complete Report.

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

review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. Responsibility for Reporting of Breaches

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

e. Responsibility for Notification of Affected Individuals

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

f. Department Contact Information

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

VI Additional Provisions

A. Additional Intergovernmental Agreement Restrictions

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

Nullification of DMC Treatment Program SUD services (if applicable)

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The parties agree that if the Contractor fails to comply with the provisions of W&I Code, Section 14124.24, all areas related to the DMC Treatment Program SUD services shall be null and void and severed from the remainder of this Intergovernmental Agreement.

In the event the DMC Treatment Program Services component of this Intergovernmental Agreement becomes null and void, an updated Exhibit B, Attachment I shall take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Intergovernmental Agreement. All other requirements and conditions of this Intergovernmental Agreement shall remain in effect until amended or terminated.

C, Hatch Act

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

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

E. Noncompliance with Reporting Requirements

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

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

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

G. Restriction on Distribution of Sterile Needles

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

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

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

1) Trading Partner Requirements

- a) No Changes. Provider hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))
- b) No Additions. Provider hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))
- c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c))
- d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not hange the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

2) Concurrence for Test Modifications to HHS Transaction Standards

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

3) Adequate Testing

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

4) Deficiencies

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

5) Code Set Retention

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

6) Data Transmission Log

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

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

Counselor Certification J.

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

Cultural and Linguistic Proficiency K.

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

Intravenous Drug Use (IVDU) Treatment

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

Tuberculosis Treatment M.

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

- 1) Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse;
- 2) Reduce barriers to patients' accepting TB treatment; and,

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3) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

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

O. Tribal Communities and Organizations

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

- P. Participation of County Alcohol and Drug Program Administrators Association of California and California Behavioral Health Director's Association of California.
- 1) Pursuant to HSC Section 11801(g), the Provider's County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.
- 2) Pursuant to HSC Section 11811.5(c), the Provider's County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

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

R. Restrictions on Grantee Lobbying – Appropriations Act Section 503

- 1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.
- 2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- S. Nondiscrimination in Employment and Services

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

T. Federal Law Requirements:

- 1) Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- 2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
- 3) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- 4) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 6107), which prohibits discrimination on the basis of age.
- 5) Age Discrimination in Employment Act (29 CFR Part 1625).
- 6) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- 7) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- 8) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- 9) Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- 10) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

- 11) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- 12) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- 13) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

U. State Law Requirements:

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

V. Investigations and Confidentiality of Administrative Actions

- 1) Provider acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.
- 2) Provider shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.
- W. This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner.

X. Subcontract Provisions

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

Y. Conditions for Federal Financial Participation

- 1) Provider shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.
- 2) Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:
- a) is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;
- b) Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or
- c) Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:
- i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or
- ii. An entity that would provide those services through an excluded individual or entity.

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

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

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- c) Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.
- d) Trauma-Informed Treatment: Services must take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.
- e) Psycho-Education: Psycho-educational groups are designed to educate beneficiaries about substance abuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to beneficiaries' lives; to instill self- awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recover.

CERTIFICATE OF SELF-INSURANCE COVERAGE

Date: June 12, 2017

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The Regents of the University of California Office of the President Office of Risk Services 1111 Franklin St., 10th Floor Oakland, CA 94607-5200 510-987-9832

This Certificate is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Certificate. The Certificate does not amend, extend or after the coverage described below. This Certificate may only be copied, printed and distributed by an authorized viewer for its internal use. Any other use, duplication or distribution of the Certificate without the written consent of the Regents of the University of California is prohibited.

ENTITIES AFFORDING COVERAGE

PARTICIPATION

COMPANY LETTER A The Regents of the University of California

100 %

THIS IS TO CERTIFY THAT THE REGENTS OF THE UNIVERSITY OF CALIFORNIA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE BYLAWS AND STANDING ORDERS OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, WHICH DOES NOT PERMIT ANY ASSUMPTION OF LIABILITY WHICH DOES NOT RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF ITS OFFICERS, AGENTS OR EMPLOYEES.

	CERS, AGENTS OR EMPLOTEES	SOLION HINIDED	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LMMTE	
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\$	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	Self-Insured	July 1, 2017	June 30, 2018	STATUTORY LIMITS EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEES	As required by California Law As required by California Law As required by California Law

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ADDITIONAL COVERED PARTY- AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY

OSS PAYEE - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO PROPERTY COVERAGE

CERTIFICATE HOLDER APPLICABLE PARTY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

CANCELLATION

SHOULD THE REGENTS ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE RECENTS WILL UPDATE PROOF OF SELF-INSURANCE ON ITS WEBSITE. THE RECENTS SHALL NOT BE OBLIGATED TO PROVIDE INDIVIDUAL NOTICE TO VENDORS OR OTHERS

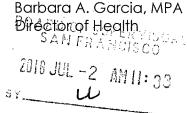
By:

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CHERYL A. LLOYD, CHIEF RISK OFFICER

San Francisco Deparia ent of Public Health Barbara A. Garcia, MPA Birectorrof Health





July 2, 2018

Angela Calvillo, Clerk of the Board Board of Supervisors 1 Dr. Carlton B. Goodlett Place, Room 244 San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of original agreement to a contract agreement with the Regents of the University of California in the amount of \$22, 811,510.

This original agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- o Resolution for the original agreement;
- o Copy of proposed original agreement;
- o Form SFEC-126.

For questions on this matter, please contact me at (415) 255-3508, Jacquie.Hale@SFDPH.org.

Thank you for your time and consideration.

Sincerely,

Jacquie Hale

Office of Contracts Management and Compliance

DPH Business Office

FORM SFEC-126: NOTIFICATION OF CONTRACT APPROVAL

(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information (Please print clearly.)	·
Name of City elective officer(s):	City elective office(s) held:
Members, San Francisco Board of Supervisors	Members, San Francisco Board of Supervisors
Contractor Information (Please print clearly.)	
Name of contractor:	
Regents of the University of California	
Please list the names of (1) members of the contractor's board of chief financial officer and chief operating officer; (3) any person contractor; (4) any subcontractor listed in the bid or contract; are by the contractor. Use additional pages as necessary. 1. Board of Directors: Appointed: Maria Anguiano, Richard C. Bis Kieffer, Sherry L. Lansing, Hadi Makarechian, Paul Monge, Elo Tauscher, Charlene Zettel; Ex-Officio: Jerry Brown, Anthony R. Lemus, Francesco Mancia; Regents-Designate: Darin Anderson 3. Persons with more than 20% ownership: N/A 4. Subcontractors listed in contract: N/A 5. Political committees sponsored or controlled by contractor: N/A Contractor address: 3333 California Street, Suite 315, San Francisco, CA 94143-0962	who has an ownership of 20 percent or more in the nd (5) any political committee sponsored or controlled lum, Gareth Elliott, Howard "Peter" Guber, George by Ortiz Oakley, Lark Park, Richard Sherman, Ellen Rendon, Tom Torlakson, Janet Napolitano, J. Alberto a, Devon Graves, Jason Morimoto,
Date that contract was approved:	Amount of contract:
Date that contract was approved.	\$22, 811,510
Describe the nature of the contract that was approved:	
Behavioral health services for adults and older adults	
Comments: This contract was approved by (check applicable):	
the City elective officer(s) identified on this form	F : D 1 (0
\square a board on which the City elective officer(s) serves $___S$	an Francisco Board of Supervisors
□ the board of a state agency (Health Authority, Housing Authority, Board, Parking Authority, Redevelopment Agency Commission Development Authority) on which an appointee of the City electrons.	ority Commission, Industrial Development Authority n, Relocation Appeals Board, Treasure Island
Print Name of Board	
Filer Information (Please print clearly.) Name of filer:	Contact telephone number:
Clerk of the San Francisco Board of Supervisors	(415) 554-5184
Address:	E-mail:
City Hall, Room 244. 1 Dr. Carlton B. Goodlett Pl., San Francisco, C	CA 94102 Bos.legislation@sfgov.org
Signature of City Elective Officer (if submitted by City elective officer	per) Date Signed
Signature of Board Secretary or Clerk (if submitted by Board Secretary	ary or Clerk) Date Signed