

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

**Second Amendment**

THIS AMENDMENT (this “Amendment”) is made as of **June 1, 2023** in San Francisco, California, by and between **Richmond Area Multi Services, Inc.** (“Contractor”) and the **City and County of San Francisco**, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

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

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposals (“RFP”) and Request for Qualifications (“RFQ”), **RFP 8-2017** dated August 23, 2017; **RFQ 20-2019**, dated July 3, 2019; and this modification is consistent therewith; and

WHEREAS, approval for the original Agreement was obtained from the Civil Service Commission under PSC number **40587-17/18 (M-1)** on July 15, 2019 in the amount of \$292,051,200 for the period of 1/1/2018-12/31/2027; and

WHEREAS, approval for the First Amendment was obtained when the Board of Supervisors approved Resolution Number 133-20 on April 10, 2020 and approval for this Amendment was obtained when the Board of Supervisors approved Resolution Number \_\_\_\_\_ on \_\_\_\_\_.

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

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

**1.1            Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2018, (Contract ID# 1000010838) between Contractor and City as amended by First Amendment dated November 1, 2019 and this Second Amendment.

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

**Article 2      Modifications to the Agreement**

The Agreement is hereby modified as follows:

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

1.10      “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual

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

**2.2** **Term.** *Section 2.1 Term of the Agreement currently reads as follows:*

**2.1** The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2023 unless earlier terminated as otherwise provided herein.

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

**2.1** The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2027, unless earlier terminated as otherwise provided herein.

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

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty Three Million Four Hundred Sixty Seven Thousand Eight Hundred Twenty Four Dollars (\$23,467,824)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Sixty-One Million One Hundred Thirty-Seven Thousand Three Hundred Eighty-Six Dollars (\$61,137,386)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

**2.4** **Contract Amendments; Budgeting Revisions.** *The following is hereby added and incorporated into Article 3 of the Agreement:*

**3.7** Contract Amendments; Budgeting Revisions.

3.7.1 **Formal Contract Amendment.** Contractor shall not be entitled to an increase in the Compensation or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 11.5 (Modifications of this Agreement).

3.7.2 **City Revisions to Program Budgets.** The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Program Budget Revision.

3.7.3 **City Program Scope Reduction.** Given the local emergency, the pandemic, and the City's resulting budgetary position, and in order to preserve the Agreement and enable Contractor to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Contractor. Contractor understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Contractor. Contractor provides City with a full and final release of all claims arising from a Program Scope Reduction. Contractor further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction.

**2.5 Personnel.** *The following is hereby added and incorporated into Article 4 of the Agreement:*

**4.2 Personnel**

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

**4.2.2 Contractor Vaccination Policy.**

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

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

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

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

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

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

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

**5.1 Insurance.**

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

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

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

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

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

(e) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

(f) Reserved (Technology Errors and Omissions Liability Insurance)

(g) Cyber and Privacy Insurance with limits of not less than \$3,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(h) Reserved. (Pollution Liability Insurance).

**5.1.2 Additional Insured Endorsements**

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

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

#### 5.1.3 Waiver of Subrogation Endorsements

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

#### 5.1.4 Primary Insurance Endorsements

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

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

(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement).

#### 5.1.5 Other Insurance Requirements

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

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

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

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

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

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

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

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

**2.8 Management of City Data and Confidential Information,** *The following are hereby replacing the previous 13.6 in its entirety:*

**13.6 Management of City Data and Confidential Information**

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

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

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

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

*The Appendices listed below are Amended as follows:*

**2.10** Appendices A, A-1 through A-4 dated 6/1/2023 (i.e., June 1, 2023) are hereby added for FY 2022-23.

**2.11** Appendices B, B-1 through B-4 dated 6/1/2023 (i.e., June 1, 2023) are hereby added for FY 2022-23.

**2.12** Delete Appendix D-Data Access and Sharing Terms dated 7/2021 and replace in its entirety with Appendix D-Data Access and Sharing Terms dated 7/2021(Revision) to Agreement as amended.

**2.13** Delete Appendix E-HIPAA Business Associate Agreement dated 4/12/2018 and replace in its entirety with Appendix E-HIPAA Business Associate Agreement dated 8/2/2022 to Agreement as amended.

**2.14** Appendix J - Educationally Related Mental Health Services (ERMHS) Treatment Protocol is hereby added for this Amendment.

### **Article 3 Effective Date**

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

### **Article 4 Legal Effect**

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





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

**1. Terms**

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third-Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

- 1) Staff evaluations completed on an annual basis.

- 2) Personnel policies and procedures in place, reviewed and updated annually.
- 3) Board Review of Quality Improvement Plan.

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

**2. Description of Services**

Contractor agrees to perform the following Services:

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

The detailed description of services is listed below and are attached hereto:

Appendix A-1 Adult Outpatient Services Clinic

Appendix A-2 Outpatient Peer Counseling Service

Appendix A-3 Broderick Street Residential

Appendix A-4 API Mental Health Collaborative

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

<b>Contractor Name:</b> Richmond Area Multi-Services, Inc.	<b>Appendix A-1</b>
<b>Program Name:</b> Adult Outpatient Services	<b>Contract Term:</b> 07/01/22 – 06/30/23
	<b>Funding Source:</b> MH Adult Fed SDMC FFP (50%), MH Adult State 1991 MH Realignment, MH Adult County GF, MH Adult Medicare,

**1. Identifiers:**

Program Name: Adult Outpatient Services  
Program Address: 3626 Balboa Street  
City, State, ZIP: San Francisco, CA 94121  
Telephone/FAX: 415-668-5955/ 415-668-0246  
Website Address: www.ramsinc.org

Contractor Address: RAMS Administration, 4355 Geary Blvd.  
City, State, ZIP: San Francisco, CA 94118

Person Completing this Narrative: Angela Tang, RAMS Director of Operations  
Telephone: (415) 800-0699  
Fax: (415) 751-7336  
Email Address: angelatang@ramsinc.org  
Program Code(s) (if applicable): 3894-3

**2. Nature of Document:**

Original       Contract Amendment       Revision to Program Budgets (RPB)

**3. Goal Statement:**

To promote wellness and recovery, improve emotional/physical well-being and quality of life, promote positive engagement in the community, along with awareness & appropriate use of resources, and increase level of self-sufficiency to achieve individualized plan of care goals and reduce level of care for adults/older adults.

**4. Target Population:**

RAMS Adult/Older Adult Outpatient Services Program serves all ethnicities and populations of adult and older adult residents of San Francisco, age 18 years and older, in need of psychiatric services, ranging from those with severe behavioral health symptoms & functional impairments with many repeat users of higher end emergency, acute & institutional care, and supporting the transition to the community. The clinic is designed with a special focus serving the Asian & Pacific Islander American (APIA) and Russian-speaking communities, both immigrants and U.S.-born – a group that is traditionally underserved.

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

See Appendix B CRDC.

<b>Contractor Name:</b> Richmond Area Multi-Services, Inc.	<b>Appendix A-1</b>
<b>Program Name:</b> Adult Outpatient Services	<b>Contract Term:</b> 07/01/22 – 06/30/23
	<b>Funding Source:</b> MH Adult Fed SDMC FFP (50%), MH Adult State 1991 MH Realignment, MH Adult County GF, MH Adult Medicare,

## 6. Methodology:

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

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

RAMS' responsibility and commitment to mental health care quality and education extends beyond its own walls to reach people of all ages and backgrounds in its community through outreach and serving them in their own environments. This philosophy of care has always been central to the agency's approach. RAMS is uniquely well-positioned and has the expertise to outreach, engage, and retain diverse consumers, underrepresented constituents, and community organizations with regards to Outpatient Program services & resources and raising awareness about mental health and physical well-being. As an established community services provider, RAMS comes into contact with significant numbers of consumers & families, annually serving approximately 17,000 adults, children, youth & families at over 130 sites, citywide.

The RAMS Outpatient Services Program conducts outreach on an ongoing basis, in the most natural environments as possible, through various activities including but not limited to: sponsoring or coordinating cultural events held in San Francisco, conducting psycho-educational & informational workshops or activity groups, and providing services in the client's natural environments. Outreach activities are facilitated by staff, primarily the Behavioral Health Clinicians/Counselors (including psychologists, social workers, marriage & family therapists, etc.) as well as Peer Counselors (separate contract). The varying activities, topic foci, and location also engage those who may not necessarily self-initiate counseling services. The Program's workshops may use alternative references to behavioral health topics such as having workshops titled Wellness and Recovery instead of using "loaded" words and language. While serving all ethnicities and populations, there are also targeted outreach activities to ethnic groups including Chinese, Cambodian, and Russian. The Outpatient Program also conducts formal presentations at community health fairs and events raising awareness about behavioral/mental health issues and resources, taking cultural aspects into consideration. For instance, as requested by the community, RAMS conducts outreach at a Buddhist temple for Cambodians and has also invited a Buddhist monk to RAMS in order to promote resiliency and spirituality. Another example is that the program has participated in a neighborhood community event for seniors providing service information. Also, program and psycho-educational material is developed and reviewed for content, literacy, culturally appropriate representation, and word usage, in an effort to increase the "reader-ability" (e.g. using plain language instead of field terminology) and willingness to incorporate it in a meaningful way into her/his life.

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

RAMS accommodates referrals from the BHS Behavioral Health Access Center. As RAMS provides services in over 30 languages and, in order to support “advanced access,” the agency deploys mechanisms to effectively make accessible the many dialects fluent amongst staff. The Outpatient Program maintains a multilingual Intake/Resource Schedule, which is a weekly calendar with designated time slots of clinical staff (and language capacities) who consult with the community and conducts intake assessments (with linguistic match). The intake/initial risk assessments are aimed to determine medical necessity for services and assess strengths & existing resources, co-occurring issues/dual diagnosis conditions, medication support needs, vocational readiness/interest (and/or engagement in volunteer activities, school), primary care connection, and other services (e.g. residential, SSI assessment). There is a designated intake coordinator for scheduling assessments and maintaining the documentation, thus supporting streamlined coordination; staff (including Program Director) work closely with the referring party. Following the intake, engagement and follow-up is made with the client. RAMS has been acknowledged as a model for its intake practices (“advanced access”) and managing the demand for services, which is a consistent challenge for other clinics.

**C. Service delivery model**

To further support accessibility of services, the Outpatient Program throughout the years has maintained hours of operation that extend past 5:00 pm, beyond “normal” business hours. The Program hours are: Monday to Thursday (9:00 am to 7:00 pm); Friday (9:00 am to 5:00 pm).

The Outpatient Program’s design and strategies are culturally competent behavioral health and mental health outpatient & prevention services that include, but are not limited to: individual & group counseling, family collateral counseling; clinical case management; crisis intervention; psychiatric evaluation & medication management; psychological testing & assessment; psycho-education; information & referral services; and consultation as well as peer counseling (separate contract). Psycho-educational activities have included topics such as holistic & complementary treatment and practices, and wellness recovery groups/workshops. Because of the impact of the pandemic since the spring of 2020, services are provided remotely as well as on-site. The program is following SFDPH’s guideline to meet the needs of our client while ensuring safety for the clients and the providers. The type and frequency of services are tailored to the client’s acuity & risk, functional impairments, and clinical needs, with review by the clinical authorization committee and in consultation with SFDPH BHS.

The Behavioral Health Clinicians/Counselors provide clients with on-going individual integrated behavioral health counseling, case management services, and as needed, conduct crisis intervention and collateral meetings. Having counseling and clinical case management services provided by the same care provider streamlines and enhances care coordination. During the treatment planning, the counselor and client discuss how strengths can be used to make changes to their current conditions and to promote & sustain healthy mental health. An integrated plan of care with goals (includes stability in community goal) is formally developed and updated at least annually. It is a collaborative process (between counselor & client) in setting goals and identifying strategies that are attainable & measurable. As needed, other support services are



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provided by other staff, in collaboration with the Behavioral Health Clinician/Counselor. RAMS conducts home visits and linkages for client support services (e.g. senior day program, childcare, transportation) to other community agencies and government offices. Throughout the counseling process, staff continuously assesses the client’s interest/readiness to engage in vocational, trade schools, and/or other educational activities (e.g. RAMS Hire-Ability Vocational Services, volunteerism, RAMS Peer Specialist Mental Health Certificate). Doctoral interns, closely supervised, are also available to conduct comprehensive batteries of psychological testing and evaluation.

The RAMS Outpatient Program offers structured groups (i.e. therapy, support, and psycho-education) as a component of treatment services to clients. Facilitated (or co-facilitated) by Behavioral Health Clinicians/Counselors, and Peer Counselors, the groups provide positive peer support, focus on interpersonal relationships, provide a support network for specific problems or challenges, and assist individuals in learning about themselves and how they can relate better with other people. Groups are offered in multiple languages including Cantonese, Russian, Khmer, and English. Medication management, including culturally competent psychiatric evaluation & assessment and on-going monitoring of prescribed medications (e.g. individual meetings), is provided by a licensed psychiatrist and nurse practitioners. The Outpatient Program psychiatry staff capacity & coverage offers daily medication evaluation & assessments during program hours of operation, in order to increase accessibility. Furthermore, the Outpatient Peer Counseling Services component (separate contract) offers peer-based support on Tuesdays and Thursdays from 9 am to 5 pm.

#### D. Discharge Planning and exit criteria and process

The type and frequency of services are tailored to the client’s acuity & risk, functional impairments, and clinical needs, with review by the clinical authorization committee and in consultation with SFDPH BHS. Because of limited behavioral/mental health resources, coupled with the need to promptly serve many newly referred acute clients, the program consistently applies utilization review and discharge/exit criteria to alleviate increasing caseload pressure, and to prioritize services to those most in need. Providers consider such factors as: risk of harm, functional status, psychiatric stability and risk of decompensation, medication compliance, progress and status of Care Plan objectives, and the client’s overall environment such as culturally and linguistically appropriate services, to determine which clients can be discharged from Behavioral Health/Case Management Brokerage level of services into medication-only, or be referred to Private Provider Network/Primary Care Physician/Beacon.

#### E. Program staffing

Program staff include: Management - Program Director, Quality Improvement Manager, Supervising Psychiatrist, Clinical Supervisors; Clinical – Psychiatric Nurse Practitioners, Mental/Behavioral Health Counselors (unlicensed/ pre-licensed), Mental/Behavioral Health Clinicians (licensed), Mental/Behavioral Health Workers, doctoral interns, practicum trainees; Administrative support – Office/Intake Manager, Administrative Assistants, Janitor.

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(Not funded by this contract) Peer Counselors

F. Vouchers - NA

## 7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Adult & Older Adult Performance Objectives FY 2021-2022.

## 8. Continuous Quality Improvement:

- 1) Achievement of contract performance objectives and productivity

RAMS continuously monitors progress towards contract performance objectives and has established information dissemination and reporting mechanisms to support achievement. All direct service providers are informed about objectives and the required documentation related to the activities and treatment outcomes; for example, staff are informed and prompted about recording referrals to vocational rehabilitation services in Avatar. With regards to management monitoring, the Program Director reports progress/status towards each contract objective in the monthly report to executive management (including Deputy Chief/Director of Clinical Services and Chief Executive Officer). If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action. The data reported in the monthly report is on-goingly collected, with its methodology depending on the type of information; for instance, the RAMS Information Technology/Billing Information Systems (IT/BIS) department extracts data from the Avatar system to develop a report on units of service per program code/reporting unit. In addition, the Program Director monitors treatment progress (level of engagement after intake, level of accomplishing treatment goals/objectives), treatment discharge reasons, and service utilization review. RAMS also conducts various random chart reviews to review adherence to objectives as well as treatment documentation requirements.

- 2) Quality of documentation, including a description of frequency and scope of internal audits

The program utilizes various mechanisms to review documentation quality. A Quality Improvement Manager takes the lead in providing documentation training and monthly feedback meetings as well as reviewing the documentations completed by all service providers on a daily basis. At least every other week (may be weekly), clinical documentation is reviewed by the Quality Improvement Manager (a licensed marriage and family therapist who is a clinical supervisor and direct service practitioner). Based on her review, service authorizations are made including frequency of treatment and modality/type of services, and then match to client's progress & clinical needs; feedback is provided to direct clinical staff members. The Quality Improvement Manager provides individual feedback and suggestions in writing to the clinicians and their supervisors. General feedback and summaries on documentation and quality of care topics are also integrated throughout staff meetings and other clinical discussions. Furthermore, clinical supervisors monitor the treatment documentation of their supervisees; most staff meet

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weekly with their clinical supervisors to review caseload with regard to intervention strategies, treatment plans & progress, documentation, productivity, etc. The program also conducts an annual self-audit in which all direct service providers review all their own charts to ensure documentation standards compliance. For all case reviews, a checklist is utilized. In collaboration with a part-time Supervising Psychiatrist, Program Director and Quality Improvement Manager also monitor documentations completed by Psychiatric Nurse Practitioners based on the guidelines provided by San Francisco Health Network Behavioral Health Services Psychiatric Peer Review Protocol. In addition to the program’s documentation review, the agency’s quality improvement staff conducts a review of randomly selected charts to monitor adherence to documentation standards and protocols. Feedback will be provided directly to staff as well as general summaries at staff meetings.

### 3) Cultural Competency of staff and services

RAMS philosophy of care reflect values that recovery & rehabilitation are more likely to occur where the mental health systems, services, and providers have and utilize knowledge and skills that are culturally competent and compatible with the backgrounds of consumers and their families and communities, at large. The agency upholds the Culturally and Linguistically Appropriate Services (CLAS) standards. The following is how RAMS monitors, enhances, and improves service quality:

- Ongoing professional development and enhancement of cultural competency practices are facilitated through a regular training schedule, which includes weekly in-service trainings on various aspects of cultural competency/humility and service delivery (including holistic & complementary health practices, wellness and recovery principles), monthly case conferences, and an annual roundtable discussion to share practice-based cultural competency strategies. Trainings are from field experts on various clinical topics; case conference is a platform for the practitioner to gain additional feedback regarding intervention strategies, etc. Professional development is further supported by individual clinical supervision (mostly weekly; some are monthly); supervisors and their supervisees’ caseload with regard to intervention strategies, treatment plans & progress, documentation, etc. Furthermore, RAMS holds an agency-wide cultural competency training. Training topics are identified through various methods, primarily from direct service staff suggestions and pertinent community issues.
- Ongoing review of treatment indicators is conducted by the Program Director (and reported to executive management) on monthly basis; data collection and analysis of treatment engagement (intake show rate; referral source; engagement after intake; number of admissions; treatment discharge reasons; and service utilization review).
- Client’s preferred language for services is noted at intake; during the case assignment process, the Program Director matches client with counselor by taking into consideration language, culture, and provider expertise. RAMS also maintains policies on Client Language Access to Services; Client Nondiscrimination and Equal Access; and Welcoming and Access.

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- At least annually, aggregated demographic data of clientele and staff/providers is collected and analyzed by management in order to continuously monitor and identify any enhancements needed.
- Development of objectives based on cultural competency principles; as applicable, progress on objectives is reported by Program Director to executive management in monthly report. If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action.
- Strengthening and empowering the roles of consumers and their families by soliciting feedback on service delivery and identifying areas for improvement (see Section D. Client Satisfaction).
- RAMS maintains policies and procedures to recruit, retain, and promote at all levels a diverse staff and leadership (including Board of Directors) that reflect the multi-cultural, multi-lingual diversity of the community. Other retention strategies include soliciting staff feedback on agency/programmatic improvements (service delivery, staffing resources); this is continuously solicited by the Program Director and executive management. The agency may disseminate staff climate and/or satisfaction surveys and Human Resources conducts exit interviews with departing staff. All information is gathered and management explores implementation, if deemed appropriate; this also informs the agency’s strategic plan.
- To ensure accountability at all levels, the RAMS CEO meets with the RAMS Board of Directors on a regular basis (approximately monthly) and provides an update on agency and programs’ activities and matters.

4) Satisfaction with Services

RAMS adheres to the BHS satisfaction survey protocols which include dissemination annually or biannually. Results of client surveys are shared at staff meetings, and reported to executive management as well as posted on the agency website and other materials. All satisfaction survey methods and feedback results are compiled and reported to executive management along with assessment of suggestion implementation. Anonymous feedback is also solicited through suggestions boxes in the two client waiting areas; the Office Manager monitors the boxes and reports any feedback to the Program Director who also includes it in the monthly report to executive management.

5) Timely completion and use of outcome data, including CANS and/or ANSA

As described in the previous CQI sections, RAMS continuously utilizes available data to inform service delivery to support positive treatment outcomes. Furthermore, in regards to ANSA data, upon receipt of BHS-provided data and analysis reports, the Program Director along with RAMS executive management reviews and analyzes the information. Specifically, management reviews

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for trends and any significant changes in overall rating scales. Analysis reports and findings are also shared in staff meetings and program management/supervisors meetings. The analysis may also assist in identifying training needs.

**9. Required Language:**

N/A

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<b>Program Name:</b> Outpatient Peer Counseling Services	<b>Contract Term:</b> 07/01/22 – 06/30/23
	<b>Funding Source:</b> MHSA (Adult)

### 1. Identifiers:

Program Name: Outpatient Peer Counseling Services  
Program Address: 3626 Balboa Street  
City, State, ZIP: San Francisco, CA 94121  
Telephone/FAX: 415-668-5955  
Website Address: 415-668-0246

Contractor Address: RAMS Administration, 4355 Geary Blvd.  
City, State, ZIP: San Francisco, CA 94118

Person Completing this Narrative: Angela Tang, RAMS Director of Operations  
Telephone: (415) 800-0699  
Fax: (415) 751-7336  
Email Address: angelatang@ramsinc.org  
Program Code(s) (if applicable): NA

### 2. Nature of Document:

Original       Contract Amendment       Revision to Program Budgets (RPB)

### 3. Goal Statement:

The goal is to: (1) to diversify behavioral health workforce by increasing consumer & family member representation and identified underrepresented groups, and (2) to provide additional services and support to clients of the RAMS Outpatient Clinic from a Wellness and Recovery approach.

### 4. Target Population:

Adults/older adults from all ethnicities from the RAMS' Outpatient Services Program which is: all adult and older adult residents of San Francisco in need of psychiatric services, ranging from those with severe behavioral health symptoms & functional impairments with many repeat users of higher end emergency, acute & institutional care, and supporting the transition to the community. There is a special focus serving the Asian & Pacific Islander American (APIA) and Russian-speaking communities, both immigrants and U.S.-born – a group that is traditionally underserved.

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

See Appendix B CRDC.

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	<b>Funding Source:</b> MHSA (Adult)

## 6. Methodology:

A. Outreach, recruitment, promotion, and advertisement as necessary.

RAMS’ responsibility and commitment to mental health care quality and education extends beyond its own walls to reach people of all ages and backgrounds in its community through outreach and serving them in their own environments. This philosophy of care has always been central to the agency’s approach. RAMS is uniquely well-positioned and has the expertise to outreach, engage, and retain diverse consumers, underrepresented constituents, and community organizations with regards to Outpatient Program services & resources and raising awareness about mental health and physical well-being. As an established community services provider, RAMS comes into contact with significant numbers of consumers & families, annually serving approximately 17,000 adults, children, youth & families at over 130 sites, citywide.

RAMS conducts outreach on an ongoing basis, in the most natural environments as possible, through various activities including but not limited to: sponsoring or coordinating cultural events, conducting psycho-educational & informational workshops or activity groups, and providing services in the client’s natural environments. Outreach activities are facilitated by staff, primarily the direct services providers (e.g. peer counselors, psychologists, social workers, marriage & family therapists, etc.) with varying activities, topic foci, and location. RAMS also conducts formal presentations at community health fairs and events raising awareness about behavioral/mental health issues and resources, taking into consideration cultural aspects. Also, program and psycho-educational material is developed and reviewed for content, literacy, culturally appropriate representation, and word usage, in an effort to increase the “reader-ability” (e.g. using plain language instead of field terminology) and willingness to incorporate it in a meaningful way into her/his life.

To engage the RAMS outpatient clients in participating in the Outpatient Peer Counseling Services program, the following takes place:

- Peer Counselors attend monthly RAMS Adult Outpatient Program staff meeting to disseminate program information to direct service providers
- Supervisors (from Adult Outpatient and Peer Division) meet with peer counselors weekly for individual supervision to discuss referral information, program services, events, etc.
- Peer Counselors develop promotional flyers about Peer Counseling activities and display them in the program wait areas as well as disseminates them to all Outpatient Clinic direct services providers
- Peer Counselors collaborate with Outpatient Clinic direct service providers in working with clients to ensure a team-based treatment approach. This allows Peer Counselors to develop close working relationships with direct service providers, supporting streamlined referrals from direct service providers to the Peer Counseling Program.
- Due to the on-going COVID-19 pandemic, the peer counseling activities (individual and group services) are also available virtually.

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

RAMS Outpatient Clinic clients are admitted into the Peer Counseling Program should they express interest in participating in the services and events provided by the program. Clients can simply contact one of the Peer Counselors and schedule to meet with them or sign-up to participate in a group or event. Clients can also be connected to the Peer Counseling Program via referral from their direct service provider (e.g. clinician, case manager, psychiatrist, etc.).

C. Service delivery model, including treatment modalities, phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, residential bed capacity, etc. Include any linkages/coordination with other agencies.

The Outpatient Peer Counseling Services is integrated into the RAMS Adult/Older Adult Outpatient Services Program. To further support accessibility of services, the RAMS Adult/Older Adult Outpatient Program throughout the years has maintained hours of operation that extend past 5:00 pm, beyond “normal” business hours. The Program hours are: Monday to Thursday (9:00 am to 7:00 pm); Friday (9:00 am to 5:00 pm).

The RAMS programs’ design and strategies are culturally competent behavioral health and mental health outpatient & prevention services that include, but are not limited to: individual & group counseling, peer counseling, family collateral counseling; clinical case management; crisis intervention; psychiatric evaluation & medication management; psychological testing & assessment; psycho-education; information & referral services; and consultation. Psycho-educational activities have included topics such as holistic & complementary treatment and practices and wellness recovery groups/workshops.

Specifically, the Outpatient Peer Counseling Services offers peer-based support (three days/week) that includes, but is not limited to:

- Orientation to clinic and program services
- Individual Face-to-Face Counseling (virtual telehealth as an option)
- Case Management
- Resource Linkage
- Psycho-social groups
- Socialization groups
- Cultural Awareness Activities (e.g. cultural celebrations)

D. Discharge Planning and exit criteria and process, i.e., a step-down to less intensive treatment programs, the criteria of a successful program completion, aftercare, transition to another provider, etc.

Participation in the Peer Counseling Program is voluntary. Clients may utilize services as long as they continue to be a client of the RAMS Outpatient Clinic. Clients may also voluntarily terminate services with the program, at any time, should they feel that their needs for peer counseling services have been met and/or if the program no longer meets their needs.



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E. Program staffing (which staff will be involved in what aspects of the service development and delivery). Indicate if any staff position is not funded by DPH.

RAMS Outpatient Peer Counseling Services include two part-time (20 plus hours per week) Peer Counselors, with special cultural and language capacities – English, Chinese, Russian – to meet the need of the diverse clients at Outpatient Clinic. Peer Counselors are graduates of RAMS Peer Specialist Mental Health Certificate and/or graduates from other Community Mental Health or Peer Certificate Programs, with experience working with the adult populations RAMS Outpatient Clinic serve.

Not funded by MHSA – supervisor and program director who supervise the Peer Counselors and manage the program, are part of RAMS Adult/Older Adult Outpatient Services are funded by SFDPH-BHS.

F. Mental Health Services Act Programs (Outpatient Peer Counseling Program)

- 1) Consumer participation/engagement: Programs must identify how participants and/or their families are engaged in the development, implementation and/or evaluation of programs. This can include peer-employees, advisory committees, etc.

The foundation of the Outpatient Peer Counseling Program is to engage consumers in providing services within the community system of care. This program employs only peers (consumer of behavioral services with lived experience) to be service providers. Peer Counselors have the opportunity to share their personal experience and knowledge that they have gained as consumers to support others in their process of recovery. From the clients’ perspective, the intent of the program is to inspire and instill hope as clients receive support and encouragement from providers who once had similar struggles as themselves.

In addition to peers being service providers, the Outpatient Peer Counseling Program engages clients to participate in the development, implementation, and evaluation of the program in several different ways. Client satisfaction surveys are conducted annually to solicit feedback from clients about the services that they have received. Results from client surveys and feedback are compiled and analyzed by program management, presented to staff and RAMS management. The Program Director and RAMS management work together to assess and integrate client feedback into programming. Peer Counselors also facilitate social/recreational activities and events for the clinic that are driven and organized by client participants.

- 2) MHSA Vision: The concepts of recovery and resilience are widely understood and evident in the programs and service delivery

The Outpatient Peer Counseling Program was founded based on the Wellness and Recovery Approach. With peers as service providers, the program sets an example for clients that recovery is possible. Peer Counselors are also trained to work with clients from a Wellness and Recovery Approach. Services provided values the fundamental components of the recovery model: client-centered, client-directed, strengths-based, holistic, self-advocacy, etc.

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## 7. Objectives and Measurements:

All applicable objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS AOA Performance Objectives FY 2021-2022.

## 8. Continuous Quality Improvement:

### A. Achievement of contract performance objectives and productivity

RAMS continuously monitors progress towards contract performance objectives and has established information dissemination and reporting mechanisms to support achievement. All direct service providers are informed about objectives and the required documentation related to the activities and treatment outcomes; for example, staff are informed and prompted about recording referrals to vocational rehabilitation services in Avatar. With regards to management monitoring, the Program Director reports progress/status towards each contract objective in the monthly report to executive management (including Deputy Chief/Director of Clinical Services and Chief Executive Officer). If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action. The data reported in the monthly report is on-goingly collected, with its methodology depending on the type of information; for instance, the RAMS Information Technology/Billing Information Systems (IT/BIS) department extracts data from the Avatar system to develop a report on units of service per program code/reporting unit. In addition, the Program Director monitors services progress (level of engagement after intake, level of accomplishing service/treatment goals), discharge reasons, and service utilization review. RAMS also conducts various random chart reviews to review adherence to objectives as well as treatment documentation requirements.

### B. Quality of documentation, including a description of frequency and scope of internal audits

RAMS utilizes various mechanisms to review documentation quality. Documentation reviews are conducted by Program Director as well as upon discharging cases; based on these reviews, determinations/ recommendations are provided relating to frequency and modality/type of services, and the match to client's progress & service needs. Feedback is provided to direct staff members while general feedback and summaries on documentation and quality of care topics are integrated throughout staff meetings and other clinical discussions. Furthermore, supervisors monitor the documentation of their supervisees; most staff meet weekly with their supervisors to review activities (e.g. course progress, caseload with regard to intervention strategies and service plans & progress), documentation, productivity, etc.

### C. Cultural competency of staff and services

RAMS philosophy of care reflect values that recovery & rehabilitation are more likely to occur where the mental health systems, services, and providers have and utilize knowledge and skills that are culturally competent and compatible with the backgrounds of consumers and their families and communities, at large. The agency upholds the Culturally and Linguistically

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Appropriate Services (CLAS) standards. The following is how RAMS monitors, enhances, and improves service quality:

- Ongoing professional development and enhancement of cultural competency practices are facilitated through a regular training schedule, which includes weekly in-service trainings on various aspects of cultural competency/humility and service delivery (including holistic & complementary health practices, wellness and recovery principles), monthly case conferences, and an annual roundtable discussion to share practice-based cultural competency strategies. Trainings are from field experts on various clinical topics; case conference is a platform for the practitioner to gain additional feedback regarding intervention strategies, etc. Professional development is further supported by individual clinical supervision (mostly weekly; some are monthly); supervisors and their supervisees' caseload with regard to intervention strategies, treatment plans & progress, documentation, etc. Furthermore, RAMS holds an agency-wide cultural competency training. Training topics are identified through various methods, primarily from direct service staff suggestions and pertinent community issues.
- Ongoing review of treatment indicators is conducted by the Program Director (and reported to executive management) on monthly basis; data collection and analysis of treatment engagement (intake show rate; referral source; engagement after intake; number of admissions; treatment discharge reasons; and service utilization review).
- Client's preferred language for services is noted at intake; during the case assignment process, the Program Director matches client with counselor by taking into consideration language, culture, and provider expertise. RAMS also maintains policies on Client Language Access to Services; Client Nondiscrimination and Equal Access; and Welcoming and Access.
- At least annually, aggregated demographic data of clientele and staff/providers is collected and analyzed by management in order to continuously monitor and identify any enhancements needed.
- Development of objectives based on cultural competency principles; as applicable, progress on objectives is reported by Program Director to executive management in monthly report. If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action.
- Strengthening and empowering the roles of consumers and their families by soliciting feedback on service delivery and identifying areas for improvement (see Section D. Client Satisfaction).
- RAMS maintains policies and procedures to recruit, retain, and promote at all levels a diverse staff and leadership (including Board of Directors) that reflect the multi-cultural, multi-lingual diversity of the community. Other retention strategies include soliciting staff feedback on agency/programmatic improvements (service delivery, staffing resources); this is continuously solicited by the Program Director and, at least annually,

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<b>Program Name:</b> Outpatient Peer Counseling Services	<b>Contract Term:</b> 07/01/22 – 06/30/23
	<b>Funding Source:</b> MHSA (Adult)

the CEO meets with each program to solicit feedback for this purpose. The agency may disseminate staff climate and/or satisfaction surveys and Human Resources conducts exit interviews with departing staff. All information is gathered and management explores implementation, if deemed appropriate; this also informs the agency’s strategic plan.

- To ensure accountability at all levels, the RAMS CEO meets with the RAMS Board of Directors on a regular basis (approximately monthly) and provides an update on agency and programs’ activities and matters.

#### D. Satisfaction with services

The Outpatient Peer Counseling Services Program gathers feedback through various methods. An annual client satisfaction survey is facilitated by RAMS administrators in spring annually; collected data is tabulated and summarized. Results of all client surveys are shared at staff meetings and reported to executive management. Furthermore, the Program Director has conducted focus groups with the current clients to collect feedback. Adjustment to program is implemented, after Director and staff review, and as appropriate, according to feedback, to better serve the community. All satisfaction survey methods and feedback results are compiled and reported to executive management along with assessment of suggestion implementation. Anonymous feedback is also solicited through suggestions boxes in the two client waiting areas; the Office Manager monitors the boxes and reports any feedback to the Program Director who also includes it in the monthly report to executive management.

#### E. Timely completion and use of outcome data, including CANS and/or ANSA

ANSA data is not applicable for this contract; however, as described in previous CQI sections, RAMS continuously utilizes available data to inform service delivery to support positive outcomes.

### 9. Required Language:

N/A

<b>Contractor Name:</b> Richmond Area Multi-Services, Inc.	<b>Appendix A-3</b>
<b>Program Name:</b> Broderick Street Adult Residential	<b>Contract Term:</b> 07/01/22 – 06/30/23
	<b>Funding Source:</b> MH Adult Fed SDMC FFP (50%), MH Adult State 1991 MH Realignment, MH Adult County GF, MH Long Term Care

### 1. Identifiers:

Program Name: Broderick Street Adult Residential

Program Address: 1421 Broderick Street

City, State, ZIP: San Francisco, CA 94115

Telephone/FAX: 415-292-1760/ 415-292-1636

Website Address: www.ramsinc.org

Contractor Address: RAMS Administration, 4355 Geary Blvd.

City, State, ZIP: San Francisco, CA 94118

Person Completing this Narrative: Angela Tang, RAMS Director of Operations

Telephone: (415) 800-0699

Fax: (415) 751-7336

Email Address: angelatang@ramsinc.org

Program Code(s) (if applicable): 3894-8

### 2. Nature of Document:

Original       Contract Amendment       Revision to Program Budgets (RPB)

### 3. Goal Statement:

To transition & stabilize adults with serious & persistent mental illness and who may have a physical health condition to long-term housing in the community, maintain stability and live in the community and/or reduce the level of care and services. Additionally, to improve emotional/physical well-being and quality of life, positive engagement in the community, awareness and appropriate use of resources, minimizing harm and/or establishing supportive networks to sustain recovery.

### 4. Target Population:

Adults of all ethnicities, ages 18-59 years old, with serious & persistent mental illness, including those with co-occurring disorders (mental health and substance abuse), and who may or may not have a physical health condition, where the client has had difficulty remaining stable due to lack of either clinical or medical support. All residents require the level of treatment care from a licensed Adult Residential Facility (ARF) setting, but not a Skilled Nursing Facility (SNF) level setting.

RAMS Broderick Residential Program serves the 33 adults residing at the Broderick Street Adult Residential (BSAR), an adult residential facility offering permanent housing, funded through the SFDPH Long Term Care. There is a special focus on serving the Asian and Pacific Islander American (APIA) communities, both immigrants and U.S.-born – a group that is traditionally underserved.

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## 5. Modality(s)/Intervention(s) – Behavioral Health Services/Long Term Care

See Appendix B CRDC.

## 6. Methodology:

A. Outreach, recruitment, promotion, and advertisement as necessary.

BSAR outreach and promotion of the program and services are primarily conducted through Richmond Area Multi-Services, Inc. (RAMS) promotional material, such as agency profile sheets and the website, which describes its history and wide scope of clinical and culturally competent services for consumers as well as other constituents. Agency and program services are also promoted through various community & resource manuals and databases. RAMS has a community organizing component as well as clinical staff, who actively and consistently outreach to monolingual communities and participate in various neighborhood meetings, community events, and informational workshops/fairs. RAMS promotes program services through its active involvement in community partnerships, coalitions, and collaborative agreements with other city contracted agencies, community-based organizations, and affiliates. Additionally, the BSAR program has a brochure that is specifically developed for the program and it is available, upon request. It is the intake structure of BSAR that all referrals are directed to the SFDPH Transitions /Placement Office, who receives and reviews, in collaboration with RAMS-BSAR management, the application/intake packet and information. Because the BSAR program is a long-term housing placement and a Direct Access to Housing (DAH) site, there is low turnover and a wait list is not maintained.

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

Long Term Care:

All referrals to the BSAR program are directed to and assessed by the SFDPH Transition team, in collaboration with RAMS-BSAR. Most frequently, the referrals to the Transition team come directly from case managers/social workers from hospitals, acute care facilities, or other community providers who complete and submit a Referral Packet to the team. The Referral Packet includes the following information about the applying resident:

- Demographic information
- Adult and Older Adult Residential Care Facility Referral
- Previous Needs and Service Plan, if available
- MHS 140 (BHS system of care history), if available
- Proof of SSI Eligibility and San Francisco resident status
- Physician’s Report for Community Care Facilities, including TB clearance, and diagnosis
- Functional Capability Assessment
- Pre-placement Appraisal Information form

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- Additional medical or clinical information as needed

The SFDPH Transition team along with BSAR intake team, consisting of Administrator/ Program Director, Clinical Manager, and Nurse Manager, reviews the Referral Packet to initially determine if the applying resident meets eligibility requirements and if he/she potentially matches the level-of-functioning of the facility’s current residents. At least one member of the BSAR intake team then visits and interviews the applicant at his/her current placement. After this meeting, the applicant is invited to visit the BSAR site and, as possible meet some of the staff and see the room they will potentially be moving into. An Initial Risk Assessment is completed by the Clinical Manager to gather the necessary clinical information to assess the clinical needs of the potential resident.

The result of the Referral Packet review, interview, and program visit is discussed at the next immediately scheduled Clinical Meeting, which includes participation of the BSAR Administrator, Clinical Manager, Nurse Manager, and Psychiatric Nurse Practitioner as well as the program Behavioral Health Counselors. Concerns, issues or the need for additional information are addressed by phone with either the referring agency/referral source or the SFDPH Transition Coordinator. Finally, the applying resident and case manager are notified of the intake team’s decision for admittance to the BSAR program. When appropriate, a move-in date is also scheduled. The following documents are completed during the new resident intake process:

- Summary DPH Notice of HIPAA Privacy Practices
- BSAR Admission Agreement
- BSAR House Rules
- Consent for Behavioral Health Services
- Resident Rights & Grievance Procedure and Acknowledgement of Receipt of Materials
- Advance Care Directives
- Insurance/Medi-Cal/Medicare information
- Authorization for Use or Disclosure of Protected Health Information
- Initial Psychiatric Evaluation
- Consent for the use of Psychotropic Medication (if applicable)
- Photograph of the resident

Each referring agency/referral source is responsible for arrangement & coordination of the resident’s SSI payments, while the Office Manager tracks each resident’s monthly rent payment and in collaboration with the Administrator addresses any concerns with the referring agencies/referral source.

Behavioral Health Services:

Once clients enter BSAR, they are assigned a Behavioral/Mental Health Counselor who provides an orientation to the program structure (e.g. building/room locations, groups and activities schedule, meal and snack times, emergency procedures). The residents/clients are formally

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introduced to the house community (other residents) at the next community meeting (which occur twice-weekly).

C. Service delivery model, including treatment modalities, phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, residential bed capacity, etc. Include any linkages/coordination with other agencies.

#### Long Term Care and Behavioral Health Services:

The Broderick Street Adult Residential Care Facility (BSAR) is located at 1421 Broderick Street in San Francisco and is a partnership between Richmond Area Multi-Services, Inc. (RAMS) and the San Francisco Department of Public Health (SFPDH). The program is an adult residential facility that operates 24-hours, 7-days-a-week, and serves individuals, ages 18-59 years, with the intention that the facility is the resident’s long-term and permanent place of residence. Additionally, the facility can retain up to 25% of its total population for those who surpass the 59 year old age limit, provided their required care does not exceed what the facility can provide. The BSAR is licensed by the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) and can accommodate up to 33 occupants, at any given time. All the residents of BSAR are also considered clients of BHS, and care-managed through RAMS Outpatient Services.

The program at BSAR includes a wide variety of services for the 33 residents. As required by the CDSS-CCLD for adult residential facilities, the program offers basic care & supervision, lodging, nutritious meals & snacks, van transportation to/from appointments, and various activity groups that focus on specific symptom and behavior issues leading to enhance socialization and healthy expressions of emotions/needs. To further support the rehabilitation of the residents, outpatient behavioral health and medication support services are provided on-site, and funded through the BHS portion of the contract. BSAR weekly programming of client activities which includes the following: individual and group therapy; structured weekly social and engagement activities including: art, music, relaxation/meditation, healthy lifestyles, twice weekly community meetings, as well as activity and movement groups, etc. The program recognizes that each resident has different interests, abilities, ways in expressing needs and emotions, learning processes, and knowledge. Clinical staff members facilitate the therapeutic groups that provide additional structure for residents, address specific symptom and behavior issues, and promote socialization and a sense of community. Residents’ participation in the groups is voluntary, and attendance and applicable progress records are documented and maintained according to regulations. The Community Meetings are a general venue where residents have the opportunity to have their voices/concerns heard and give input as to the quality of their living environment and services provided. Residents are also encouraged and educated on how to utilize and access resources that already exist within the City & County of San Francisco. A more detailed description of these additional services can be found in the RAMS contract with SFPDH-BHS.

Medication management, including culturally competent psychiatric evaluation and assessment and on-going monitoring of prescribed medications is provided by nurse practitioners, registered



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nurses, and licensed vocational nurses. The program’s medication support services staff offers daily medication evaluation and assessments, with capacity and coverage to increase accessibility.

D. Discharge Planning and exit criteria and process, i.e., a step-down to less intensive treatment programs, the criteria of a successful program completion, aftercare, transition to another provider, etc.

**Long Term Care:**

The BSAR facility is a permanent housing site; there is low turnover and a wait list is not maintained. Assessment for the appropriateness of services to the residents’ level of functioning is continually conducted, on an on-going basis. If a resident ages out of the program or requires care beyond what the facility can safely provide due to physical or psychological decline, the SFDPH Coordinator for Placement Support will be notified as well as the residents conservator or family member. Typically, a case conference will be held to discuss the resident’s emergent level of care needs and to identify a plan for a transition to an appropriate level of care. Additionally, as mandated by the state, the resident will be given a 30 day notice. The RAMS-BSAR Behavioral/Mental Health Counselor will assist with appropriate service linkages in the community and will provide support and assistance during the transition process. Should a client be stabilized and progressed enough to live more independently, then the RAMS-BSAR Behavioral Health Counselor, along with program management, will also assist appropriate service/housing linkages in the community and will provide assistance during the transition process.

**Behavioral Health Services:**

The primary program goal is to support the client’s ability to maintain stability and live in the community and/or reduce the level of care and services. As such, exit criteria would include moving out of the Broderick Facility to either a higher/lower level of care and services.

E. Program staffing (which staff will be involved in what aspects of the service development and delivery). Indicate if any staff position is not funded by DPH.

All staff at the BSAR site are employees of RAMS; however, the funding is collaboratively provided by Behavioral Health Services (BHS) and Long Term Care. The BHS contract provides the funding for the Broderick Street Residential Program staff, which provides outpatient behavioral/mental health and medical support services; the Long Term Care funds the staff of the residential services component, which includes basic care and supervision, lodging, nutritious meals and snacks, van transportation to/from appointments, and various activity groups.

**Long Term Care:**

- Program Director – oversee the operations of the program; supervise the managers; liaison with SFDPH, community care licensing, placement and other stakeholders
- Office Manager – manage the overall administrative operations of the residence, including supervising kitchen staff, driver, money management, repair and maintenance

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- Certified Nurse Aide – provide nursing and personal care to residents, some housekeeping
- Chef and Cook/Cook Assistant – provide complete food services to residents
- Driver – provide transportation to residents for outings, medical appointments, etc.
- Program Assistant – reception at front desk, monitor residents coming and going of the facility
- Janitor – general maintenance of the building/facility

**Behavioral Health Services:**

- Behavioral Health Counselors – provides clinical case management, individual and group therapy/counseling, crisis management
- Nurse – provides medication support for clients
- Clinical Coordinator – manage and coordinate the clinical services for the clients; supervise behavioral/mental health counselors; provides clinical case management, individual and group therapy/counseling, crisis management
- Clinical Nurse Manager – manages the complicated medical and psychiatric needs of the clients
- Program Assistant – support the administrative/billing services
- Psychiatrist/NP – provides psychiatric/medication services

Additionally, BSAR has a Doctoral Psychology Intern of the RAMS Training Center who participates in the delivery of services at this site (position funded by separate contract) as well as a Peer Counselor who provides emotional/social/skill support (position funded by separate contract).

**7. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Adult & Older Adult Performance Objectives FY 2021-2022, and Adult Residential Mental Health.

**8. Continuous Quality Improvement:**

A. Achievement of contract performance objectives and productivity

RAMS continuously monitors progress towards contract performance objectives and has established information dissemination and reporting mechanisms to support achievement. All direct service providers are informed (e.g. via weekly clinical staff meetings, etc.) about objectives and the required documentation related to the activities and treatment outcomes; for example, staff are informed and prompted about recording referrals to vocational rehabilitation services in Avatar. With regards to management monitoring, the Program Director reports progress/status towards each contract objective in the monthly report to executive management (including Deputy Chief/Director of Clinical Services and Chief Executive Officer). If the projected progress has not been achieved for the given month, the Program Director identifies

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barriers and develops a plan of action. The data reported in the monthly report is regularly collected, with its methodology depending on the type of information; for instance, the RAMS Information Technology/Billing Information Systems (IT/BIS) department extracts data from the Avatar system to develop a report on units of service per program code/reporting unit. In addition, the Program Director and Clinical Manager monitor treatment progress (level of accomplishing treatment goals/objectives), treatment discharge reasons, and service utilization review. RAMS also conducts weekly chart reviews to review adherence to objectives as well as treatment documentation requirements.

B. Quality of documentation, including a description of the frequency and scope of internal chart audits

The program utilizes various mechanisms to review documentation quality. The Nurse Manager reviews documentation of services for long term care. On a weekly basis, the Clinical Manager conducts a review of (Avatar) charts (3-5 cases) to monitor quality & timeliness and provide feedback directly to staff and, as needed, general themes/summaries may be reported at staff meetings. This ongoing review method results in each client case being reviewed multiples times, annually. In addition, direct services providers meet weekly with their clinical supervisors to review caseload with regard to intervention strategies, treatment plans & progress, documentation, productivity, etc. Furthermore, clinical documentation is reviewed by the service utilization committee, led by the Program Director (Licensed Marriage & Family Therapist). Based on the review, the committee determines service authorizations including frequency of treatment and modality/type of services, and the match to client’s progress & clinical needs; feedback is provided to direct clinical staff members.

In addition to the program’s documentation review, the agency’s quality improvement staff conducts a review of randomly selected charts to monitor adherence to documentation standards and protocols. Feedback will be provided directly to staff as well as general summaries at staff meetings.

C. Cultural competency of staff and services

RAMS philosophy of care reflect values that recovery & rehabilitation are more likely to occur where the mental health systems, services, and providers have and utilize knowledge and skills that are culturally competent and compatible with the backgrounds of consumers and their families and communities, at large. The agency upholds the Culturally and Linguistically Appropriate Services (CLAS) standards. The following is how RAMS monitors, enhances, and improves service quality:

- Ongoing professional development and enhancement of cultural competency practices are facilitated through a regular agency-wide training schedule, which includes weekly in-service trainings on various aspects of cultural competency/humility and service delivery (including holistic & complementary health practices, wellness and recovery principles); trainings are from field experts on various clinical topics. BSAR also holds weekly clinical meetings which include case conferences, a platform for the practitioner

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to gain additional feedback regarding intervention strategies, etc. Professional development is further supported by individual weekly clinical supervision. Furthermore, RAMS holds an agency-wide cultural competency training. Training topics are identified through various methods, primarily from direct service staff suggestions and pertinent community issues.

- Ongoing review of treatment indicators is conducted by the Program Director (and reported to executive management) on a monthly basis; data collection and analysis of treatment progress, treatment discharge reasons, and service utilization review.
- Client’s preferred language for services is noted at intake; during the case assignment process, the Program Director matches client with counselor by taking into consideration language, culture, and provider expertise. RAMS also maintains policies on Client Language Access to Services; Client Nondiscrimination and Equal Access; and Welcoming and Access.
- At least annually, aggregated demographic data of clientele and staff/providers is collected and analyzed by management in order to continuously monitor and identify any enhancements needed.
- Program structure integrates clients’ cultural and holistic & complementary health beliefs such as monthly cultural celebrations, weekly group schedule includes, mindfulness meditation, and regular outings for cultural experiences (e.g. festivals, music, meals).
- Development of objectives based on cultural competency principles; as applicable, progress on objectives is reported by Program Director to executive management in monthly report. If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action.
- Strengthening and empowering the roles of consumers and their families by soliciting feedback on service delivery and identifying areas for improvement (see Section D. Client Satisfaction).
- RAMS maintains policies and procedures to recruit, retain, and promote at all levels a diverse staff and leadership (including Board of Directors) that reflect the multi-cultural, multi-lingual diversity of the community. Other retention strategies include soliciting staff feedback on agency/programmatic improvements (service delivery, staffing resources); this is continuously solicited by the Program Director and, at least annually, the CEO meets with each program to solicit feedback for this purpose. The agency periodically disseminates staff climate and/or satisfaction surveys and Human Resources conducts exit interviews with departing staff. All information is gathered and management explores implementation, if deemed appropriate; this also informs the agency’s strategic plan.

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- To ensure accountability at all levels, the RAMS CEO meets with the RAMS Board of Directors on a regular basis (approximately monthly) and provides an update on agency and programs’ activities and matters.

D. Satisfaction with services

BSAR annually administers its own multi-lingual Resident Satisfaction Survey. Ongoing client feedback is solicited in the twice weekly community meetings. After reviewing with staff, program adjusts practice to better providing services to residents as appropriate, e.g. cultural food preference, holiday celebrations, group ideas, etc. Results of the surveys and other feedback are shared at staff meetings and reported to executive management. Assessment of feedback implementation is conducted by program management and, in discussion with executive management. On an annual to biennial basis, clients attend RAMS Board of Directors meetings to share their experiences and provide feedback.

E. Timely completion and use of outcome data, including CANS and/or ANSA

As described in the previous CQI sections, RAMS continuously utilizes available data to inform service delivery to support positive treatment outcomes.

**9. Required Language:**

N/A

<b>Contractor Name:</b> Richmond Area Multi-Services, Inc.	<b>Appendix A-4</b>
<b>Program Name:</b> API Mental Health Collaborative	<b>Contract Term:</b> 07/01/22 through 06/30/23
	<b>Funding Source:</b> MH MHSA (PEI)

**1. Identifiers:**

Program Name: Asian & Pacific Islander Mental Health Collaborative (APIMHC)  
 Program Address: 4020 Balboa Street  
 City, State, Zip: San Francisco, CA 94121  
 Telephone: (415) 668-5998  
 Fax: (415) 668-5996  
 Website Address: www.ramsinc.org

Contractor Address: 4355 Geary Blvd.  
 City, State, ZIP: San Francisco, CA 94118

Person Completing this Narrative: Angela Tang, Director of Operations  
 Telephone: 415-800-0699  
 Email Address: angelatang@ramsinc.org

Program Code: Not Applicable.

**2. Nature of Document**

Original       Contract Amendment       Revision to Program Budgets (RPB)

**3. Goal Statement**

To promote mental wellness, increase awareness of mental health, and reduce the stigma of mental illness in all ethnicities and populations, with a special focus on the unique cultural and linguistic needs of Filipino, Samoan, and Southeast Asian (Cambodian, Laotian, & Vietnamese) communities in San Francisco by implementing culturally and linguistically congruent mental health promotion activities across the lifespan in community settings.

**4. Target Population**

Asian Americans & Pacific Islander (AA & PI), experiencing the most significant mental health disparities in mental health services and service providers that include Filipinos, Samoans, and Southeast Asians (Cambodian, Laotian, & Vietnamese) who are of migrant and immigrant groups residing in predominantly low-income areas of San Francisco as identified by the following zip codes: South of Market (94103), Tenderloin (94102, 94109), Bayview-Hunters Point (94124), Potrero Hill (94108), and Visitacion Valley (94134). APIMHC will serve seniors, adults, families, transitional age youth, youth, and children, including all gender types and sexual orientations as well as limited English speaking individuals.

Richmond Area Multi-Services, Inc. (RAMS) is the lead agency of APIMHC and its collaborative partners are six partners representing the Filipino, Samoan, and Southeast Asian (Cambodians, Laotian, & Vietnamese) communities. Each lead partner organization will implement their respective workplans specifically designed to address the unique cultures, languages, and experiences of the aforementioned groups. Each community workgroup consists

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	<b>Funding Source:</b> (non-BHS only)

of at least 6-8 community-based organizations and at least 12 community members, with an average of about 8 from each of the three communities. The three groups have representatives from the following agencies:

- *Filipino Mental Health Initiative-SF* – Bayanihan Community Center, South of Market Family Resource Center, Galing Bata Afterschool Program at Bessie Carmichael Elementary School, SOMCAN, Babae, Veterans Equity Center, Pinay Educational Partnerships, Mabuhay Health Center, San Francisco State University, West Bay Multi-Services Center, SOMA FACT team, and other community organizations and members.
- *Samoan Wellness Initiative* – Samoan Community Development Center, Asian American Recovery Services, United Players, Samoan Churches, and other community organizations and members.
- *Southeast Asian Mental Health Initiative* – Southeast Asian Community Development Center (formerly Vietnamese Youth Development Center) is the lead organization for Southeast Asian Mental Health Initiative. Cambodian Community Development, Inc., Lao Seri Association, Southeast Asian Development Center, and Vietnamese Family Services Center makeup SEAMHI-SF.

**Special project:**

APIMHC will undergo a review of its psycho-education curricula and other educational materials to refresh and enhance the appearance and promotion of such.

- Review, update, and design in-language (Khmai, Lao, Samoan, Vietnamese, among others) psycho-education curricula
- Develop APIMHC AA-PI screening and assessment guidebook
- Review and design digital storytelling guidebook
- Refresher training on facilitating culturally relevant psycho-education materials
- Disseminate the updated educational materials

**5. Modality(ies)/Interventions**

Outreach and Engagement

APIMHC will implement culturally-relevant mental health outreach and engagement activities, reaching at least 5,000 individuals with a focus on Asian Americans and Pacific Islanders (AA&PI). Activities include:

- Cultural Specific Community Gatherings/Celebrations/Festivals
- Community Workgroup Meetings
- Develop Community-Specific materials

Since Shelter-in-place, most outreach events take place virtually (Facebook, website, etc.) and through community events in support of COVID 10 efforts (distribution of food, hygiene package, PPE package, including testing and vaccination).

Screening and Assessment

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<b>Program Name:</b> APIMHC	<b>Contract Term:</b> 07/01/22 through 06/30/23
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APIMHC will screen and assess 90 individuals with an emphasis on AA&PIs for behavioral health needs and/or basic/holistic needs using an AA&PI-specific assessment tool developed by RAMS and community partners.

- Screen and assess 90 individuals for behavioral health needs and/or basic / holistic needs
- Refer 100% of individuals needing behavioral health needs and/or basic / holistic needs

Wellness Promotion

APIMHC will implement culturally-relevant mental health promotion activities, reaching 500 individuals with a focus on Asian Americans and Pacific Islanders (AAs & PIs). Activities will include, but are not limited to:

- Mental health awareness and promotion using community-specific, culturally relevant psycho-education curriculum developed by APIMHC
- Community digital story viewing and dialogue (anti-stigma presentations)
- Cultural/Topic Specific Groups

Service Linkage

100% individuals with an emphasis on AA&PIs identified through screening as needing behavioral health services and/or basic/holistic services will receive case management/service linkage services and have a written case service plan with stated service objectives/goals.

Individual and Group Therapeutic Services

AA & PI-identified therapists/clinicians will provide therapeutic activities including short-term, time-limited preventive counseling to 68 individuals in 1:1 or in groups.

- Up to six sessions per individual in 1:1 preventive counseling
- Between 3-12 individuals in therapeutic groups meeting at least 6x
- Upon assessment and/or termination and disposition, individuals requiring higher level of care and/or treatment will be referred to such specialty mental health and/or other programs in the community

**6. Methodology**

Service Delivery Methodology

- A. Outreach, recruitment, promotion, and advertisement as necessary

The community-based organizations (CBOs) who are already members of the community workgroups are committed to support this contract. APIMHC is designed with a special emphasis and expertise to serve 1) Filipinos through the Filipino Mental Health Initiative-SF (FMHI-SF) led by Filipino-American Development Foundation/Bayanihan Community Center (FADF-BCC); 2) Samoans through the Samoan Wellness Initiative led by Samoan Community Development Center (SCDC); and, 3) Cambodians, Lao, and Vietnamese through the Southeast Asian Mental Health Initiative-San Francisco under the lead of the Southeast Asian Development Center.



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Activities will be promoted via flyers in both English and each native language (flyers are emailed to all community partners and affiliates and posted in each partner organization and community), word of mouth, and by personal invitation by each organization’s staff, RAMS partners, APIHPC members and on listserv, and other collaborative members.

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

Per the 2011-12 community needs assessment on identifying barriers and stigma around mental health services in API communities, Samoan, Filipino, and Southeast Asian (Cambodian, Laotian, & Vietnamese) groups experience the most disparities in mental health services and providers. APIMHC will admit and enroll participants in the proposed activities: outreach and engagement, screening and assessment, wellness promotion activities, and service linkage to all ethnicities and populations, with a special focus on Filipinos, Samoans, Cambodians, Lao, and Vietnamese, particularly those residing in predominantly low-income areas of San Francisco as identified by the following zip codes: South of Market (94103), Tenderloin (94102, 94109), Bayview (94124), Potrero Hill (94108), and Visitacion Valley (94134). APIMHC’s efforts will serve ethnicities and populations, with a special focus on Filipinos, Samoans, Cambodians, Lao, and Vietnamese across all ages, gender types, and sexual orientations. The intake criteria are:

- **Outreach And Engagement Activities:** No intake criteria.
- **Screening and Assessment:** Screening and assessment tool developed by RAMS and community partners will be used to identify individuals with an emphasis on AA & PIs as needing behavioral health services and/or basic/holistic services. Individuals can self-refer or be referred for screening and assessment, which will be integrated into APIMHC activities. Such individuals will be referred for services.
- **Wellness Promotion Activities** for all ethnicities and populations, with a special focus on Filipinos, Samoans, Lao, and Vietnamese: 1) Psycho-education curriculum workshops will be open groups (community-wide), with at least 6 - 8 participants recruited from all APIMHC and community partner events and activities, including other partners. APIMHC partners will offer at least 10-12 workshops throughout the year and each session will be 90 minutes to 2 hours. Workshops will be facilitated by trained bicultural/bilingual facilitators. 2) Anti-stigma presentations through digital stories will continue and can be embedded into curriculum workshops or as stand-alone events. Participants will be recruited from APIMHC and community partner events and activities, other partner events, community/cultural events, and through referrals and by invitation; 3) Cultural/Topic Specific Groups will be formed based on a cultural topic or topic of interest with at least 4 - 6 participants recruited from open groups and other APIMHC and community partner events and activities. Groups will meet either weekly or monthly and lead by a bicultural/bilingual individual. Group will work together to determine group goals and activities to meet such goals, as well as the structure: open or closed.

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- **Service Linkage:** Individuals, with an emphasis on AA & PIs, will be referred to case management/service linkage services upon being identified as having behavioral health/basic/holistic needs through the completion of an AA&PI cultural-specific assessment tool. These individuals consenting to receiving services will then be admitted to the APIMHC case management/service linkage program. Together with a case manager, individuals will develop a case/care plan (with several goals) to address their needs.
  - **Individual and group therapeutic services:** Individuals identified through screening and assessment needing mental/behavioral health services would be linked to on-site clinician for 1:1 preventive counseling or group therapy. Upon assessment and/or termination and disposition, individuals requiring higher level of care and/or treatment will be referred to such specialty mental health and/or other programs in the community
- C. Service delivery model, including treatment modalities, phases of treatment, hours of operation, length of stay, locations of service delivery, frequency and duration of service, strategies for service delivery, etc.

**OUTREACH AND ENGAGEMENT**

APIMHC will implement culturally-relevant mental health outreach and engagement activities, reaching at 5,000 individuals with a focus on Asian Americans and Pacific Islanders (AA&PI). Information about APIMHC and community partner’s activities and services will be distributed. Activities include:

- **Cultural specific community gatherings/celebrations/festivals:** Each community workgroups will organize community wide outreach and engagement events in special fairs and/or community gatherings in the community and at temples or churches and other community functions. In addition, community partners will organize and plan cultural specific events to celebrate specific festivals and traditional holidays. At such events, the emphasis will be on cultural performances, sharing of traditional and ceremonial practices and beliefs, sharing of traditional meals, imparting of spiritual and healing practices, Monk blessings, exchanging resources through networking opportunities, engaging in meaningful ways, among others.
- **Develop Community-Specific resources and materials:** Each community partner will continue to compile resource list of services and resources that can help support partner’s specific population. Such services include basic, holistic, and behavioral health for referrals and service linkage. The list will serve as a helping “guide” and also identify gaps in services and resources for AA&PI communities. Materials will be used to promote community activities.

**SCREENING AND ASSESSMENT**

APIMHC partners will screen and assess 90 individuals with an emphasis on AA & PIs, using a culturally appropriate screening tool developed by RAMS & APIMHC partners to identify behavioral health and/or basic/holistic needs. Community partner staff will then provide referral

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to 100% individuals to appropriate resources to individuals identified as needing behavioral health and/or basic/holistic needs through the screening tool.

**WELLNESS PROMOTION**

APIMHC will implement culturally-relevant mental health promotion activities, reaching 400 individuals with a focus on Asian Americans and Pacific Islanders (AAs & PIs).

- **Implement Psycho-Education Curriculum:** Each of the APIMHC partners will hold a series of wellness promotion workshops that will deliver the content of a psycho-education curriculum that promotes culturally specific wellness strategies. Curriculum design is a collaborative effort between RAMS and each of APIMHC community partners. While RAMS provides expertise on mental health issues, each partner will tailor the curriculum to address cultural specific issues within their communities. The curriculum has four core areas, focusing on meaningful ways to integrate conventional and traditional health practices and beliefs: Understanding the basics of mental health/mental illness; Exploring the impact of trauma and community issues; Interventions and Treatments; and, How to Help/Respond). A large portion of the 2-hour sessions will be dedicated to community discussion related to the curriculum core areas in order to get a better and deeper understanding of how each specific group perceive and describe mental health and/or mental illness in their own language and cultural understanding. Discussions will also identify gaps in existing services and resources and begin building enabling services to help individuals access and/or overcome barriers to services. Format of the workshops will vary to accommodate the needs of each partnering communities. In general, each partner will conduct at least 10-12 sessions to cover all the materials in the curriculum. There will be at least 6-8 participants in each workshop.
- **Anti-Stigma Presentations:** Each community partner will continue to conduct anti-stigma presentations through digital story viewing and dialogue, with the goal of raising awareness of mental health and reducing stigma. 14 digital stories anchor this activity and each partner will screen their community/language specific digital stories. Some of the stories were told through the storyteller’s primary language and other stories were told in English. A wide range of issues were covered in the stories to include war and community trauma, PTSD, immigration and acculturation, personal suffering and obligations, gambling, domestic violence, identity, refugee experience, generational and cultural gaps, resilience, traditional healing practices and beliefs, among others. Each viewing and dialogue session will be about 2-3 hours usually at community settings. Viewing and dialogue will either be embedded into the curriculum sessions or as a stand-alone activity.
- **Cultural/Topic Specific Group:** APIMHC partners - Cambodian, Filipino, Laotian, and Samoan - will develop and implement cultural specific groups to promote overall wellness of members within the communities. Format and content of the groups will be determined by community partners to best accommodate the needs of their respective communities. Groups will meet weekly or monthly and facilitated by bicultural/bilingual facilitators. Each group will formulate their own goals and activities to address specific

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issues and topics that are prevalent in each community. Sample topics/activities may include: drumming circles, cooking, dancing, domestic violence, immigration experience, parenting, youth, coping and dealing with stress, among others.

- FMHI-SF will continue to offer various wellness promotion activities like: 1) English/Tagalog Mental Health First Aid Workshops: FMHI-SF will conduct training workshops for seniors, community members, and providers to provide basic education around issues of mental health wellness. The 8-hour training will be facilitated in Tagalog and English by a Tagalog speaking MHFA trainer. Workshops will be taught in either 2 4-hour sessions or 4 2-hour sessions. Participants will be recruited from FADF-BCC programs, FMHI-SF events and activities, other partner events, schools, and through referrals from other agencies, and even churches. Workshops will be facilitated by trained bicultural and bilingual facilitators certified in the MHFA training. A large portion of the 2-hour sessions will be dedicated to community discussion related to the curriculum core areas in order to get a better and deeper understanding of how Filipinos perceive and describe mental health and/or mental illness in their own language and cultural understanding. Discussions will also identify gaps in existing services and resources and begin building enabling services to help individuals access and/or overcome barriers to services. Facilitators will be bicultural/bilingual individuals who will be trained in all areas of curriculum delivery; 2) A large portion of each session will be dedicated to engage participants into discussions related to mental health and self-care in hope to get a better understanding of how creating music have the power to console, heal, and restore wellness; and, 3) 10-Zumba sessions throughout the fiscal year.

**SERVICE LINKAGE**

Upon screening individuals with an emphasis on AAs & PIs for behavioral health services and/or basic/holistic services, community partner program staff will develop case/care plans for 100% of individuals to meet these needs. Program staff will then provide case management/service linkage services to support them in achieving service objectives identified in their case/care plan. Upon exiting the program, these individuals would have achieved at least one stated objective in their case/care plan.

**INDIVIDUAL and GROUP THERAPEUTIC SERVICES**

AA & PI-identified therapists/clinicians will provide therapeutic activities including short-term, time-limited preventive counseling to 68 individuals in 1:1 or in groups.

- Up to six sessions per individual in 1:1 preventive counseling
- Between 3-12 individuals in therapeutic groups meeting at least 6x
- Upon assessment and/or termination and disposition, individuals requiring higher level of care and/or treatment will be referred to such specialty mental health and/or other programs in the community

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

Each community workgroups will measure the number of participants who attend or participate in their planned activities and services. Successful completion will be determined by:

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- Outreach and Engagement: # of events completed; # of participants attending events
- Screening and Assessment: # of individuals screened and assessed; then referred for services
- Wellness Promotion: # of activities completed; # of participants completing activities
- Service Linkage: # of individuals successfully meeting at least ONE goal on their case/care plan
- Individual and group therapeutic services: # of 1:1 preventive counseling sessions; # of clients in 1:1 preventive counseling; # of therapeutic groups; # of clients in therapeutic groups; Upon assessment and/or termination and disposition, individuals requiring higher level of care and/or treatment will be referred to such specialty mental health and/or other programs in the community

E. Program staffing

See BHS Appendix B.

APIMHC program manager will direct and oversee the day to day operations of the program, community partners, and staff. Program manager will work in-sync with communities to strengthen their capacity to implement culturally and linguistically competent mental health promotion activities in community settings. The program manager will report directly to the Director of Clinical Services and also work closely with the Mental Health Consultants, CEO, and CFO as well as SF-MHSA BHS. This is a half-time position.

- APIMHC program coordinator will coordinate program and working closely with community collaborative partners to fulfill contract deliverables. The program coordinator will support program manager to strengthen their capacity to implement culturally and linguistically competent mental health promotion activities in community settings. The Project Coordinator will report directly to program manager and also work closely with the Mental Health Consultant. This is a full-time position.
- Mental Health Consultant provides mental health consultation including preventive counseling activities to the community partners supporting them in all activities and services and any other mental health related issues that may arise. This is a part-time position at 10 hours/week.
- Director provides guidance and support to Program manager, Program Coordinator, Mental Health Consultant and collaborative partners in service delivery and evaluation.

Each workgroup lead organization will fulfill work plans in meeting goals/objectives.

F. Mental Health Services Act Programs

1. Consumer participation/engagement: Programs must identify how participants and/or their families are engaged in the development, implementation and/or evaluation of programs. This can include peer-employees, advisory committees, etc.

Through the whole process, community members (seniors, adults, families, including all gender and sexual orientation) will be outreached to, recruited from, and engaged by the identified

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community-based organizations via flyers, word of mouth, print media, and social media. They (along with service providers) will be involved in the design and implementation of their multi-component, community-driven mental health promotion activities in their respective community settings.

2. MHSAs Vision: The concepts of recovery and resilience are widely understood and evident in the programs and service delivery

APIMHC’s activities will promote strength-based, culturally competent mental health promotion activities in seniors, adults, families, and youth. The Collaborative will work to strengthen community capacity to respond to individual, family, or community trauma. We will tap into each community’s resilience and members to support our efforts. And thus, expanding and shifting the role of individuals, families, and communities (Cambodians, Filipino, Laotians, Samoans, and Vietnamese in creating effective strategies for increasing awareness of mental health, reducing the stigma of mental illness, and promoting mental wellness in culturally and linguistically congruent ways.

**7. Objectives and Measurements**

All applicable objectives, and descriptions of how objectives will be measured, are contained in the document entitled MHSAs Population Focused Performance Objectives FY2021-2022.

**8. Continuous Quality Assurance and Improvement**

- A. Achievement of contract performance objectives and productivity

RAMS continuously monitors progress towards contract performance objectives and has established information dissemination and reporting mechanisms to support achievement. All staff (including direct service providers) is informed about objectives and the required documentation related to the activities and service delivery outcomes. With regards to management monitoring, the Program Director reports progress/status towards each contract objective in the monthly report to executive management (including Deputy Chief/Director of Clinical Services and Chief Executive Officer). If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action. The data reported in the monthly report and collection is on-going, with its methodology depending on the type of information.

- B. Documentation quality, including a description of any internal audits

RAMS utilizes various mechanisms to review documentation quality. Documentation reviews are conducted by Program Director on a quarterly basis; based on these reviews, determinations/recommendations are provided relating to frequency and modality/type of services, and the match to community partners’ progress & needs. Feedback is provided to staff/providers while general feedback and summaries on documentation and service quality topics are integrated throughout staff/community meetings and other discussions. Furthermore, supervisors monitor

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the documentation of their supervisees; most staff meets weekly with their supervisors to review activities (e.g. workplan progress), documentation, productivity, etc.

C. Measurement of cultural competency of staff and services

RAMS philosophy of care reflect values that recovery & rehabilitation are more likely to occur where the mental health systems, services, and providers have and utilize knowledge and skills that are culturally competent and compatible with the backgrounds of consumers and their families and communities, at large. The agency upholds the Culturally and Linguistically Appropriate Services (CLAS) standards. The following is how RAMS monitors, enhances, and improves service quality:

- Ongoing professional development and enhancement of cultural competency practices are facilitated through a regular training schedule, which includes in-service trainings on various aspects of cultural competency/humility and service delivery (including holistic & complementary health practices, wellness and recovery principles). Trainings are from field experts on various topics. Professional development is further supported by weekly group supervision. Furthermore, RAMS holds an agency-wide cultural competency training. Training topics are identified through various methods, primarily from direct service staff suggestions and pertinent community issues.
- Ongoing review of services indicators is conducted by the Program Director (and reported to executive management) on monthly basis.
- Client’s culture, preferred language for services, and provider’s expertise are strongly considered during the case assignment process. RAMS also maintains policies on Client Language Access to Services; Client Nondiscrimination and Equal Access; and Welcoming and Access.
- Development of annual objectives based on cultural competency principles; as applicable, progress on objectives is reported by Program Director to executive management in monthly report. If the projected progress has not been achieved for the given month, the Program Director identifies barriers and develops a plan of action.
- Strengthening and empowering the roles of consumers and their families by soliciting feedback on service delivery and identifying areas for improvement (see Section D. Client Satisfaction).
- RAMS maintains policies and procedures to recruit, retain, and promote at all levels a diverse staff and leadership (including Board of Directors) that reflect the multi-cultural, multi-lingual diversity of the community. Other retention strategies include soliciting staff feedback on agency/programmatic improvements (service delivery, staffing resources); this is continuously solicited by the Program Director and, at least annually, the CEO meets with each program to solicit feedback for this purpose. The agency

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periodically administers staff climate and/or satisfaction surveys and Human Resources conducts exit interviews with departing staff. All information is gathered and management explores implementation, if deemed appropriate; this also informs the agency's strategic plan.

- To ensure accountability at all levels, the RAMS CEO meets with the RAMS Board of Directors on a regular basis (approximately monthly) and provides an update on agency and programs' activities and matters.

#### D. Measurement of client satisfaction

APIMHC administers a *Participant Feedback Survey* which measures satisfaction as well as increased knowledge about mental health issues. The surveys are tabulated and the data is summarized. APIMHC staff compiles, analyzes, and presents the results of surveys to staff, RAMS Executive Management. APIMHC staff also collaborates with community partners staff and RAMS Executive Management to assess, develop, and implement plans to address issues related to client satisfaction as appropriate.

#### E. Measurement, analysis, and use of ANSA data

ANSA data is not applicable for this contract; however, as described in previous CQI sections, RAMS continuously utilizes available data to inform program service delivery to support positive outcomes.

### 9. Required Language

Not applicable.



## Appendix B

### Calculation of Charges

#### 1. Method of Payment

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

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

D. Upon **the effective date** of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health **of an invoice or claim submitted by Contractor, and** of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting

Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed (25%) of the General Fund and Prop 63 portion of the CONTRACTOR'S allocation for the applicable fiscal year.

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

## 2. Program Budgets and Final Invoice

- A. Program Budgets are listed below and are attached hereto.

### Budget Summary

Appendix B-1 Adult Outpatient Services Clinic  
Appendix B-2 Outpatient Peer Counseling Service  
Appendix B-3 Broderick Street Residential  
Appendix B-4 API Mental Health Collaborative

- B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Sixty-One Million One Hundred Thirty-Seven Thousand Three Hundred Eighty-Six Dollars (\$61,137,386)** for the period of July 1, 2018 through June 30, 2027.

CONTRACTOR understands that, of this maximum dollar obligation, **\$4,598,644** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services,

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

July 1, 2018 - June 30, 2019 ( Encu. By CID#8291)	1,910,220
July 1, 2018 - June 30, 2019	2,496,847
July 1, 2019 - June 30, 2020	4,957,311
July 1, 2020 - June 30, 2021	5,151,871
July 1, 2020 - June 30, 2021 (MCO DV)	128,472
July 1, 2021 - June 30, 2022	5,986,907
July 1, 2022 - June 30, 2023	7,349,795
July 1, 2023 - June 30, 2024	7,293,653
July 1, 2024 - June 30, 2025	7,585,399
July 1, 2025 - June 30, 2026	7,888,815
July 1, 2026 - June 30, 2027	<u>8,204,368</u>
Sub. Total July 1, 2018 through June 30, 2027	58,953,659
Contingency	4,598,644
Less: 2018-21 Unspend	(504,697)
Less: Encum by CID#8291	<u>(1,910,220)</u>
Total July 1, 2018 through June 30, 2027	61,137,386

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

3. Services of Attorneys

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may

withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

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

DHCS Legal Entity Number 00343				Appendix B, Page 1	
Legal Entity Name/Contractor Name Richmond Area Multi-Services, Inc.				2022-23	
Contract ID Number 1000010838					
Appendix Number	B-1	B-2	B-3	B-4	
Provider Number	3894	3894	3894	3894	
Program Name	Adult Outpatient Services Clinic	Outpatient Peer Counseling Services	Broderick Street Residential	API Mental Health Collaborative	
Program Code	38943	NA	38948	NA	
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	
<b>FUNDING USES</b>					<b>TOTAL</b>
Salaries	\$ 1,673,194	\$ 37,417	\$ 1,434,196	\$ 239,016	\$ 3,383,823
Employee Benefits	\$ 469,633	\$ 11,174	\$ 430,260	\$ 71,705	\$ 982,772
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>\$ 2,142,827</b>	<b>\$ 48,591</b>	<b>\$ 1,864,456</b>	<b>\$ 310,721</b>	<b>\$ 4,366,595</b>
Operating Expenses	\$ 176,490	\$ 450	\$ 332,043	\$ 738,615	\$ 1,247,598
Capital Expenses					\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 2,319,317</b>	<b>\$ 49,041</b>	<b>\$ 2,196,499</b>	<b>\$ 1,049,336</b>	<b>\$ 5,614,193</b>
Indirect Expenses	\$ 303,831	\$ 6,424	\$ 287,739	\$ 137,463	\$ 735,457
Indirect %	13.10%	13.10%	13.10%	13.10%	13.10%
<b>TOTAL FUNDING USES</b>	<b>\$ 2,623,148</b>	<b>\$ 55,465</b>	<b>\$ 2,484,238</b>	<b>\$ 1,186,799</b>	<b>\$ 6,349,650</b>
					29.1%
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>					
MH Adult Fed SDMC FFP (50%)	\$ 932,674		\$ 291,388		\$ 1,224,062
MH Adult State 1991 MH Realignment	\$ 515,080		\$ 200,394		\$ 715,474
MH Adult County General Fund	\$ 760,783	\$ 3,386	\$ 460,121		\$ 1,224,290
MH Adult Medicare	\$ 101,202				\$ 101,202
MH Long Term Care			\$ 1,079,880		\$ 1,079,880
MH MHSA (PEI)				\$ 1,186,799	\$ 1,186,799
MH MHSA (Adult)	\$ 126,720	\$ 52,079			\$ 178,799
MH Grant SAMHSA Adult SOC, CFDA 93.958	\$ 183,470		\$ 89,712		\$ 273,182
MH Adult GF MCO	\$ 3,219				\$ 3,219
					\$ -
	<b>\$ 2,623,148</b>	<b>\$ 55,465</b>	<b>\$ 2,121,495</b>	<b>\$ 1,186,799</b>	<b>\$ 5,986,907</b>
<b>BHS SUD FUNDING SOURCES</b>					
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>OTHER DPH FUNDING SOURCES</b>					
					\$ -
					\$ -
					\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 2,623,148</b>	<b>\$ 55,465</b>	<b>\$ 2,121,495</b>	<b>\$ 1,186,799</b>	<b>\$ 5,986,907</b>
<b>NON-DPH FUNDING SOURCES</b>					
Non DPH 3rd Party Patient/Client Fees			\$ 362,743		\$ 362,743
					\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 362,743</b>	<b>\$ -</b>	<b>\$ 362,743</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 2,623,148</b>	<b>\$ 55,465</b>	<b>\$ 2,484,238</b>	<b>\$ 1,186,799</b>	<b>\$ 6,349,650</b>
Prepared By Eduard Agajanian				415-800-0699	

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

DHCS Legal Entity Number 00343  
 Provider Name Richmond Area Multi-Services, Inc.  
 Provider Number 3894  
 Contract ID Number 1000010838

Appendix Number B-1  
 Page Number 1  
 Fiscal Year 2022-23  
 Funding Notification Date

Program Name	Adult Outpatient Services Clinic								
Program Code	38943	38943	38943	38943	38943	38943	38943	38943	38943
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	15/60-69	15/70-79	15/01-09	15/10-57, 59	15/70-79	45/10-19	
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Medication Support	OP-Crisis Intervention	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Crisis Intervention	OS-MH Promotion	
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	
<b>FUNDING USES</b>									<b>TOTAL</b>
Salaries & Employee Benefits	\$ 16,379	\$ 1,354,015	\$ 522,448	\$ 3,287	\$ 4,525	\$ 156,976	\$ 718	\$ 84,479	\$ 2,142,827
Operating Expenses	\$ 9,904	\$ 96,432	\$ 40,821	\$ 1,770			\$ -	\$ 27,563	\$ 176,490
Capital Expenses	\$ -								\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 26,283</b>	<b>\$ 1,450,447</b>	<b>\$ 563,269</b>	<b>\$ 5,057</b>	<b>\$ 4,525</b>	<b>\$ 156,976</b>	<b>\$ 718</b>	<b>\$ 112,042</b>	<b>\$ 2,319,317</b>
Indirect Expenses	\$ 3,443	\$ 190,008	\$ 73,788	\$ 663	\$ 593	\$ 20,564	\$ 94	\$ 14,678	\$ 303,831
Indirect %	13.1%	13.1%	13.1%	13.1%	13.1%	13.1%	13.1%	13.1%	13.1%
<b>TOTAL FUNDING USES</b>	<b>\$ 29,726</b>	<b>\$ 1,640,455</b>	<b>\$ 637,057</b>	<b>\$ 5,720</b>	<b>\$ 5,118</b>	<b>\$ 177,540</b>	<b>\$ 812</b>	<b>\$ 126,720</b>	<b>\$ 2,623,148</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>								
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	11,987	664,839	255,556	292				\$ 932,674
MH Adult State 1991 MH Realignment	251984-10000-10001792-0001	6,620	367,165	141,134	161				\$ 515,080
MH Adult County General Fund	251984-10000-10001792-0001	9,786	534,026	211,765	5,206				\$ 760,783
MH Adult County General Fund MCO	251984-10000-10001792-0001	33	2,285	869	32				\$ 3,219
MH Adult Medicare	251984-10000-10001792-0001	1,300	72,140	27,733	29				\$ 101,202
MH Grant SAMHSA Adult SOC, CFDA 93.958	251984-10001-10036964-0001					5,118	177,540	812	\$ 183,470
MH MHSA (Adult)	251984-17156-10031199-0058							126,720	\$ 126,720
		-	-	-	-				\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ 29,726</b>	<b>\$ 1,640,455</b>	<b>\$ 637,057</b>	<b>\$ 5,720</b>	<b>\$ 5,118</b>	<b>\$ 177,540</b>	<b>\$ 812</b>	<b>\$ 126,720</b>	<b>\$ 2,623,148</b>
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>								
									\$ -
									\$ -
									\$ -
This row left blank for funding sources not in drop-down list									\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>OTHER DPH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>								
									\$ -
This row left blank for funding sources not in drop-down list									\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 29,726</b>	<b>\$ 1,640,455</b>	<b>\$ 637,057</b>	<b>\$ 5,720</b>	<b>\$ 5,118</b>	<b>\$ 177,540</b>	<b>\$ 812</b>	<b>\$ 126,720</b>	<b>\$ 2,623,148</b>
<b>NON-DPH FUNDING SOURCES</b>									
Non DPH Provider's Fund	NA								\$ -
This row left blank for funding sources not in drop-down list									\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 29,726</b>	<b>\$ 1,640,455</b>	<b>\$ 637,057</b>	<b>\$ 5,720</b>	<b>\$ 5,118</b>	<b>\$ 177,540</b>	<b>\$ 812</b>	<b>\$ 126,720</b>	<b>\$ 2,623,148</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>									
Number of Beds Purchased									
SUD Only - Number of Outpatient Group Counseling Sessions									
SUD Only - Licensed Capacity for Narcotic Treatment Programs									
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)	
DPH Units of Service	7,500	386,500	72,000	815	1,350	41,500	115	1,394	
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Hour	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 3.96	\$ 4.28	\$ 8.85	\$ 7.02	\$ 3.79	\$ 4.28	\$ 7.06	\$ 90.90	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 3.96	\$ 4.28	\$ 8.85	\$ 7.02	\$ 3.79	\$ 4.28	\$ 7.06	\$ 90.90	
Published Rate (Medi-Cal Providers Only)	\$ 3.96	\$ 4.28	\$ 8.85	\$ 7.02	\$ 3.79	\$ 4.28	\$ 7.06	\$ 90.90	
Unduplicated Clients (UDC)	750	Included	Included	Included	Included	Included	Included	Included	<b>Total UDC</b> 750

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

Contract ID Number 1000010838  
 Program Name Adult Outpatient Services Clinic  
 Program Code 38943

Appendix Number B-1  
 Page Number 2  
 Fiscal Year 2022-23

Funding Notification Date

	TOTAL		MH Adult County General Fund (251984-10000-10001792-0001)		MH Grant SAMHSA Adult SOC, CFDA 93.958 (251984-10001-10036964-0001)		MH MESA Adult (251984-17156-10031199-0058)	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
<b>Funding Term</b>	07/01/22-06/30/23		07/01/22-06/30/23		07/01/22-06/30/23		07/01/22-06/30/23	
<b>Position Title</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>
Director of Adult/Older Adult Outpatient Services	1.00	\$ 122,960	1.00	\$ 122,960				
Psychiatrist	0.20	\$ 62,450	0.20	\$ 62,450				
Psychiatric Nurse Practitioner	2.15	\$ 345,713	2.15	\$ 345,713				
Clinical Manager	0.67	\$ 64,984					0.67	\$ 64,984
Behavioral Health Counselor	10.50	\$ 641,332	8.00	\$ 514,473	2.00	\$ 126,859		
Behavioral Health Counselor (Licensed)	3.00	\$ 236,052	3.00	\$ 236,052				
Intake Coordinator/Office Manager	0.55	\$ 33,954	0.55	\$ 33,954				
Program Assistant	1.60	\$ 69,639	1.60	\$ 69,639				
Janitor	0.60	\$ 21,984	0.60	\$ 21,984				
QI Manager	0.88	\$ 74,126	0.88	\$ 74,126				
<b>Totals:</b>	<b>21.15</b>	<b>\$ 1,673,194</b>	<b>17.98</b>	<b>\$ 1,481,351</b>	<b>2.00</b>	<b>\$ 126,859</b>	<b>0.67</b>	<b>\$ 64,984</b>
<b>Employee Benefits:</b>	<b>28.07%</b>	<b>\$ 469,633</b>	<b>28.00%</b>	<b>\$ 414,778</b>	<b>27.87%</b>	<b>\$ 35,360</b>	<b>30.00%</b>	<b>\$ 19,495</b>
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 2,142,827</b>		<b>\$ 1,896,129</b>		<b>\$ 162,219</b>		<b>\$ 84,479</b>

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

Contract ID Number 1000010838  
 Program Name Adult Outpatient Services Clinic  
 Program Code 38943

Appendix Number B-1  
 Page Number 3  
 Fiscal Year 2022-23

Funding Notification Date \_\_\_\_\_

Expense Categories & Line Items	TOTAL	MH Adult County General Fund (251984-10000-10001792-0001)	MH MESA Adult (251984-17156-10031199-0058)	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
<b>Funding Term</b>	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy):
Rent	\$ 103,390	\$ 95,995	\$ 7,395	\$ -	
Utilities (telephone, electricity, water, gas)	\$ 17,582	\$ 16,582	\$ 1,000	\$ -	
Building Repair/Maintenance	\$ 3,608	\$ 2,608	\$ 1,000	\$ -	
<b>Occupancy Total:</b>	<b>\$ 124,580</b>	<b>\$ 115,185</b>	<b>\$ 9,395</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 12,643	\$ 7,475	\$ 5,168		
Photocopying	\$ -				
Program Supplies	\$ -				
Computer Hardware/Software	\$ -				
<b>Materials &amp; Supplies Total:</b>	<b>\$ 12,643</b>	<b>\$ 7,475</b>	<b>\$ 5,168</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 6,000	\$ 1,000	\$ 5,000		
Insurance	\$ 18,107	\$ 17,107	\$ 1,000		
Professional License	\$ -				
Permits	\$ -				
Equipment Lease & Maintenance	\$ 7,110	\$ 7,110			
<b>General Operating Total:</b>	<b>\$ 31,217</b>	<b>\$ 25,217</b>	<b>\$ 6,000</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ 3,050	\$ 50	\$ 3,000		
Out-of-Town Travel	\$ -				
Field Expenses	\$ -				
<b>Staff Travel Total:</b>	<b>\$ 3,050</b>	<b>\$ 50</b>	<b>\$ 3,000</b>	<b>\$ -</b>	<b>\$ -</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -				
	\$ -				
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Other (provide detail):	\$ -				
Recruitment (Job Postings and job fair flyers)	\$ 2,000	\$ 1,000	\$ 1,000		
Client Related Food	\$ 2,000	\$ -	\$ 2,000		
Client Related Other Activities	\$ 1,000	\$ -	\$ 1,000		
<b>Other Total:</b>	<b>\$ 5,000</b>	<b>\$ 1,000</b>	<b>\$ 4,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 176,490</b>	<b>\$ 148,927</b>	<b>\$ 27,563</b>	<b>\$ -</b>	<b>\$ -</b>



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

DHCS Legal Entity Number <u>00343</u>		Appendix Number <u>B-2</u>	
Provider Name <u>Richmond Area Multi-Services, Inc.</u>		Page Number <u>1</u>	
Provider Number <u>3894</u>		Fiscal Year <u>2022-23</u>	
Contract ID Number <u>1000010838</u>		Funding Notification Date	
Program Name	Outpatient Peer Counseling Services		
Program Code	NA	NA	
Mode/SFC (MH) or Modality (SUD)	10/30-39	10/30-39	
Service Description	DS-Vocational	DS-Vocational	
<b>Funding Term (mm/dd/yy-mm/dd/yy):</b>	<b>07/01/22-06/30/23</b>	<b>07/01/22-06/30/23</b>	
<b>FUNDING USES</b>			<b>TOTAL</b>
Salaries & Employee Benefits	\$ 45,621	\$ 2,970	\$ 48,591
Operating Expenses	\$ 426	\$ 24	\$ 450
Capital Expenses			\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 46,047</b>	<b>\$ 2,994</b>	<b>\$ 49,041</b>
Indirect Expenses	\$ 6,032	\$ 392	\$ 6,424
<b>Indirect %</b>	<b>13.10%</b>	<b>13.09%</b>	<b>13.10%</b>
<b>TOTAL FUNDING USES</b>	<b>\$ 52,079</b>	<b>\$ 3,386</b>	<b>\$ 55,465</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
MH MHSA (Adult)	251984-17156-10031199-0058	\$ 52,079	\$ 52,079
MH Adult County General Fund	251984-10000-10001792-0001		\$ 3,386
This row left blank for funding sources not in drop-down list			\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 52,079</b>	<b>\$ 3,386</b>
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
			\$ -
			\$ -
			\$ -
This row left blank for funding sources not in drop-down list			\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>
<b>OTHER DPH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
			\$ -
This row left blank for funding sources not in drop-down list			\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 52,079</b>	<b>\$ 3,386</b>
<b>NON-DPH FUNDING SOURCES</b>			
This row left blank for funding sources not in drop-down list			\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>\$ 52,079</b>	<b>\$ 3,386</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service	188	12	
Unit Type	Client Full Day	Client Full Day	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 277.33	\$ 277.33	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 277.33	\$ 277.33	
Published Rate (Medi-Cal Providers Only)			<b>Total UDC</b>
Unduplicated Clients (UDC)	113	7	120

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

Contract ID Number 1000010838  
 Program Name Outpatient Peer Counseling Services  
 Program Code NA

Appendix Number B-2  
 Page Number 2  
 Fiscal Year 2022-23

Funding Notification Date \_\_\_\_\_

	TOTAL		MH MHA (Adult) 251984-17156- 10031199-0058		MH Adult County General Fund (251984-10000- 10001792-0001)		Dept-Auth-Proj- Activity	
Funding Term	07/01/22-06/30/23		07/01/22-06/30/23		07/01/22-06/30/23		07/01/22-06/30/23	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Peer Counselor	0.80	\$ 37,417	0.75	\$ 35,111	0.05	\$ 2,306		
	0.00	\$ -						
	0.00	\$ -						
	0.00	\$ -						
	0.00	\$ -						
	0.00	\$ -						
	0.00	\$ -						
<b>Totals:</b>	0.80	\$ 37,417	0.75	\$ 35,111	0.05	\$ 2,306	0.00	\$ -
<b>Employee Benefits:</b>	29.86%	\$ 11,174	29.93%	\$ 10,510	28.79%	\$ 664		
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 48,591</b>		<b>\$ 45,621</b>		<b>\$ 2,970</b>		<b>\$ -</b>

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

Contract ID Number 1000010838  
 Program Name Outpatient Peer Counseling Services  
 Program Code NA

Appendix Number B-2  
 Page Number 3  
 Fiscal Year 2022-23

Funding Notification Date \_\_\_\_\_

Expense Categories & Line Items	TOTAL	MH MSA (Adult) 251984-17156- 100311199-0058	MH Adult County General Fund (251984-10000- 10001792-0001)	Dept-Auth-Proj- Activity
<b>Funding Term</b>	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	(mm/dd/yy-mm/dd/yy):
Rent	\$ -			
Utilities (telephone, electricity, water, gas)	\$ -			
Building Repair/Maintenance	\$ -			
<b>Occupancy Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 50	\$ 50		
Photocopying	\$ -			
Program Supplies	\$ -			
Computer Hardware/Software	\$ -			
<b>Materials &amp; Supplies Total:</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ -			
Insurance	\$ 325	\$ 301	\$ 24	
Professional License	\$ -			
Permits	\$ -			
Equipment Lease & Maintenance	\$ -			
<b>General Operating Total:</b>	<b>\$ 325</b>	<b>\$ 301</b>	<b>\$ 24</b>	<b>\$ -</b>
Local Travel	\$ -			
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
<b>Staff Travel Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -			
	\$ -			
<b>Consultant/Subcontractor Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Recruitment (Job Postings and job fair flyers)	\$ -	\$ -		
Client Related Food	\$ -	\$ -		
Client Related Other Activities	\$ 75	\$ 75		
<b>Other Total:</b>	<b>\$ 75</b>	<b>\$ 75</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 450</b>	<b>\$ 426</b>	<b>\$ 24</b>	<b>\$ -</b>

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

DHCS Legal Entity Number 00343  
 Provider Name Richmond Area Multi-Services, Inc.  
 Provider Number 3894  
 Contract ID Number 1000010838

Appendix Number B-3  
 Page Number 1  
 Fiscal Year 2022-23  
 Funding Notification Date

Program Name		Broderick Street Residential								
Program Code	38948	38948	38948	38948	N/A	N/A	N/A	N/A		
Mode/SFC (MH) or Modality (SUD)	15/01-09	15/10-57, 59	15/60-69	15/70-79	60/78	60/78	60/78	60/78		
Service Description	OP-Case Mgt Brokerage	OP-MH Svcs	OP-Medication Support	OP-Crisis Intervention	SS-Other Non-MediCal Client Support Exp	SS-Other Non-MediCal Client Support Exp	SS-Other Non-MediCal Client Support Exp	SS-Other Non-MediCal Client Support Exp		
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23		
<b>FUNDING USES</b>									<b>TOTAL</b>	
Salaries & Employee Benefits	\$ 32,691	\$ 215,372	\$ 343,935	\$ 4,614	\$ 79,321	\$ 187,125	\$ 749,951	\$ 251,447	\$ 1,864,456	
Operating Expenses	\$ 368	\$ 2,427	\$ 3,932	\$ 53		\$ 51,131	\$ 204,851	\$ 69,281	\$ 332,043	
Capital Expenses									\$ -	
<b>Subtotal Direct Expenses</b>	<b>\$ 33,059</b>	<b>\$ 217,799</b>	<b>\$ 347,867</b>	<b>\$ 4,667</b>	<b>\$ 79,321</b>	<b>\$ 238,256</b>	<b>\$ 954,802</b>	<b>\$ 320,728</b>	<b>\$ 2,196,499</b>	
Indirect Expenses	\$ 4,331	\$ 28,532	\$ 45,570	\$ 611	\$ 10,391	\$ 31,211	\$ 125,078	\$ 42,015	\$ 287,739	
Indirect %	13.10%	13.10%	13.10%	13.09%	13.10%	13.10%	13.10%	13.10%	13.1%	
<b>TOTAL FUNDING USES</b>	<b>\$ 37,390</b>	<b>\$ 246,331</b>	<b>\$ 393,437</b>	<b>\$ 5,278</b>	<b>\$ 89,712</b>	<b>\$ 269,467</b>	<b>\$ 1,079,880</b>	<b>\$ 362,743</b>	<b>\$ 2,484,238</b>	
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>									
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	\$ 15,965	\$ 105,179	\$ 167,990	\$ 2,254		\$ -	\$ -	\$ 291,388	
MH Adult State 1991 MH Realignment	251984-10000-10001792-0001	\$ 10,816	\$ 72,836	\$ 114,800	\$ 1,942				\$ 200,394	
MH Adult County General Fund	251984-10000-10001792-0001	\$ 10,609	\$ 68,316	\$ 110,647	\$ 1,082		\$ 269,467		\$ 460,121	
MH Long Term Care	240645-10000-10026703-0001						\$ 1,079,880		\$ 1,079,880	
MH Grant SAMHSA Adult SOC, CFDA 93.958	241984-10001-10036964-0001					\$ 89,712			\$ 89,712	
									\$ -	
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 37,390</b>	<b>\$ 246,331</b>	<b>\$ 393,437</b>	<b>\$ 5,278</b>	<b>\$ 89,712</b>	<b>\$ 269,467</b>	<b>\$ 1,079,880</b>	<b>\$ - \$ 2,121,495</b>	
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>									
									\$ -	
									\$ -	
									\$ -	
This row left blank for funding sources not in drop-down list										
<b>TOTAL BHS SUD FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>OTHER DPH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>									
									\$ -	
This row left blank for funding sources not in drop-down list										
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 37,390</b>	<b>\$ 246,331</b>	<b>\$ 393,437</b>	<b>\$ 5,278</b>	<b>\$ 89,712</b>	<b>\$ 269,467</b>	<b>\$ 1,079,880</b>	<b>\$ - \$ 2,121,495</b>	
<b>NON-DPH FUNDING SOURCES</b>										
Non DPH 3rd Party Patient/Client Fees	NA							\$ 362,743	\$ 362,743	
This row left blank for funding sources not in drop-down list										
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 362,743</b>	<b>\$ 362,743</b>	
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>\$ 37,390</b>	<b>\$ 246,331</b>	<b>\$ 393,437</b>	<b>\$ 5,278</b>	<b>\$ 89,712</b>	<b>\$ 269,467</b>	<b>\$ 1,079,880</b>	<b>\$ 362,743 \$ 2,484,238</b>	
<b>BHS UNITS OF SERVICE AND UNIT COST</b>										
	Number of Beds Purchased									
	SUD Only - Number of Outpatient Group Counseling Sessions									
	SUD Only - Licensed Capacity for Narcotic Treatment Programs									
	Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
	DPH Units of Service	9,600	58,000	56,500	750	2,391	5,008	20,068	6,788	
	Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Hour	Staff Hour	Staff Hour	Staff Hour	
	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 3.89	\$ 4.25	\$ 6.96	\$ 7.04	\$ 37.53	\$ 53.81	\$ 53.81	N/A	
	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 3.89	\$ 4.25	\$ 6.96	\$ 7.04	\$ 37.53	\$ 53.81	\$ 53.81	N/A	
	Published Rate (Medi-Cal Providers Only)	\$ 3.89	\$ 4.25	\$ 6.96	\$ 7.04	\$ 37.53	\$ 53.81	\$ 53.81	N/A	
	Unduplicated Clients (UDC)	28	Included	Included	Included	Included	Included	Included	Included 28	

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

Contract ID Number 1000010838  
 Program Name Broderick Street Residential  
 Program Code 38948

B-3  
2  
2022-23

FFS

Cost Reimbursement

Funding Term	TOTAL		General Fund (251984-10000-10001792-0001)		SAMHSA Adult SOC (251984-10001-10036964-0001)		General Fund (251984-10000-10001792-0001)		MH Long Term Care (240645-10000-10026703-0001)		Client Fees		Dept-Auth-Proj-Activity	
	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Clinical Coordinator	1.00	\$ 71,617	1.00	\$ 71,617										
Psychiatrist/NP	0.10	\$ 17,166	0.10	\$ 17,166										
Nurse	2.75	\$ 175,780	2.75	\$ 175,780										
Behavioral Health Counselor	2.00	\$ 128,657	2.00	\$ 128,657										
Program Assistant	1.60	\$ 70,169					0.25	\$ 11,031	1.01	\$ 44,192	0.34	\$ 14,946		
Nurse Manager	1.00	\$ 91,800					0.16	\$ 14,431	0.63	\$ 57,816	0.21	\$ 19,553		
Program Director	1.00	\$ 107,793	0.55	\$ 59,598			0.07	\$ 7,576	0.28	\$ 30,353	0.10	\$ 10,266		
Office Manager	1.00	\$ 68,952					0.16	\$ 10,839	0.63	\$ 43,426	0.21	\$ 14,687		
QI Manager	0.08	\$ 6,114	0.08	\$ 6,114										
Certified Nursing Assistant	9.58	\$ 426,308			1.37	\$ 61,016	1.29	\$ 57,646	5.17	\$ 231,153	1.75	\$ 76,493		
Driver	1.00	\$ 46,338					0.16	\$ 7,284	0.63	\$ 29,184	0.21	\$ 9,870		
Lead Cook	1.00	\$ 48,544					0.16	\$ 7,631	0.63	\$ 30,573	0.21	\$ 10,340		
Cook	2.00	\$ 86,696					0.31	\$ 13,629	1.26	\$ 54,601	0.43	\$ 18,466		
Janitor	2.00	\$ 88,262					0.31	\$ 13,875	1.26	\$ 55,587	0.43	\$ 18,800		
<b>Totals:</b>	26.11	\$ 1,434,196	6.48	\$ 458,932	1.37	\$ 61,016	2.87	\$ 143,942	11.50	\$ 576,885	3.89	\$ 193,421	0.00	\$ -
<b>Employee Benefits:</b>	30.00%	\$ 430,260	30.00%	\$ 137,680	30.00%	\$ 18,305	30.00%	\$ 43,183	30.00%	\$ 173,066	30.00%	\$ 58,026	0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 1,864,456</b>		<b>\$ 596,612</b>		<b>\$ 79,321</b>		<b>\$ 187,125</b>		<b>\$ 749,951</b>		<b>\$ 251,447</b>		<b>\$ -</b>

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

Contract ID Number 1000010838  
 Program Name Broderick Street Residential  
 Program Code 38948

Appendix Number B-3  
 Page Number 3  
 Fiscal Year 2022-23

FFS

Cost Reimbursement

Funding Notification Date

Expense Categories & Line Items	TOTAL	FFS		Cost Reimbursement		Funding Notification Date		Dept-Auth-Proj-Activity
		General Fund 251984-10000- 10001792-0001	General Fund 251984-10000- 10001792-0001	MH Long Term Care 240645-10000- 10026703-0001	Client Fees	Dept-Auth-Proj-Activity	(mm/dd/yy-mm/dd/yy):	
<b>Funding Term</b>	07/01/22-06/30/23	07/01/21-06/30/22	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	
<b>Rent</b>	\$ 11,050		\$ 1,737	\$ 6,959	\$ 2,354			
Utilities (telephone, electricity, water, gas)	\$ 87,436		\$ 13,745	\$ 55,067	\$ 18,624			
Building Repair/Maintenance	\$ 24,733		\$ 4,143	\$ 15,385	\$ 5,205			
<b>Occupancy Total:</b>	<b>\$ 123,219</b>	<b>\$ -</b>	<b>\$ 19,625</b>	<b>\$ 77,411</b>	<b>\$ 26,183</b>	<b>\$ -</b>	<b>\$ -</b>	
Office Supplies	\$ 2,000	\$ 200	\$ 634	\$ 873	\$ 293			
Janitorial Supplies	\$ 30,000	\$ -	\$ 4,716	\$ 18,894	\$ 6,390			
Program Supplies	\$ 2,400		\$ 346	\$ 1,535	\$ 519			
Software Subscription	\$ 3,582	\$ 350	\$ 508	\$ 2,036	\$ 688			
<b>Materials &amp; Supplies Total:</b>	<b>\$ 37,982</b>	<b>\$ 550</b>	<b>\$ 6,204</b>	<b>\$ 23,338</b>	<b>\$ 7,890</b>	<b>\$ -</b>	<b>\$ -</b>	
Training/Staff Development	\$ 2,250	\$ 250	\$ 315	\$ 1,260	\$ 425			
Insurance	\$ 24,311	\$ 4,680	\$ 3,086	\$ 12,365	\$ 4,180			
Professional License	\$ 2,000		\$ 314	\$ 1,260	\$ 426			
Equipment Lease & Maintenance	\$ 8,500		\$ 1,336	\$ 5,353	\$ 1,811			
<b>General Operating Total:</b>	<b>\$ 37,061</b>	<b>\$ 4,930</b>	<b>\$ 5,051</b>	<b>\$ 20,238</b>	<b>\$ 6,842</b>	<b>\$ -</b>	<b>\$ -</b>	
Local Travel	\$ 300	\$ 100	\$ 31	\$ 126	\$ 43			
Out-of-Town Travel	\$ -		\$ -	\$ -	\$ -			
Field Expenses	\$ -		\$ -	\$ -	\$ -			
<b>Staff Travel Total:</b>	<b>\$ 300</b>	<b>\$ 100</b>	<b>\$ 31</b>	<b>\$ 126</b>	<b>\$ 43</b>	<b>\$ -</b>	<b>\$ -</b>	
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)			\$ -	\$ -	\$ -			
FirstLight Home Care (7/1/2021-6/30/2022) Provides on-call Home Care Assistants estimated at 8 hours per month for 12 months. The rate is \$38/hr x 8 hrs. x 12 mos. = \$3,648	\$ 3,648		\$ 574	\$ 2,297	\$ 777			
<b>Consultant/Subcontractor Total:</b>	<b>\$ 3,648</b>	<b>\$ -</b>	<b>\$ 574</b>	<b>\$ 2,297</b>	<b>\$ 777</b>	<b>\$ -</b>	<b>\$ -</b>	
Recruitment (Job Postings and job fair flyers)	\$ 6,870	\$ 1,200	\$ 895	\$ 1,572	\$ 3,203			
Client Related-Food	\$ 110,463		\$ 17,701	\$ 71,312	\$ 21,450			
Client Related-Other	\$ 12,500	\$ -	\$ 1,050	\$ 8,557	\$ 2,893			
<b>Other Total:</b>	<b>\$ 129,833</b>	<b>\$ 1,200</b>	<b>\$ 19,646</b>	<b>\$ 81,441</b>	<b>\$ 27,546</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 332,043</b>	<b>\$ 6,780</b>	<b>\$ 51,131</b>	<b>\$ 204,851</b>	<b>\$ 69,281</b>	<b>\$ -</b>	<b>\$ -</b>	

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

DHCS Legal Entity Number 00343		Appendix Number B-4	
Provider Name Richmond Area Multi-Services, Inc.		Page Number 1	
Provider Number 3894		Fiscal Year 2022-23	
Contract ID Number 1000010838		Funding Notification Date	
Program Name	API Mental Health Collaborative		
Program Code	TBD		
Mode/SFC (MH) or Modality (SUD)	45/10-19		
Service Description	OS-MH Promotion		
<b>Funding Term (mm/dd/yy-mm/dd/yy):</b> 7/1/2022-6/30/2023			
<b>FUNDING USES</b>			<b>TOTAL</b>
Salaries & Employee Benefits	\$ 310,721		\$ 310,721
Operating Expenses	\$ 738,615		\$ 738,615
Capital Expenses			\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 1,049,336</b>	<b>\$ -</b>	<b>\$ 1,049,336</b>
Indirect Expenses	\$ 137,463		\$ 137,463
Indirect %	13.10%		13.10%
<b>TOTAL FUNDING USES</b>	<b>\$ 1,186,799</b>	<b>\$ -</b>	<b>\$ 1,186,799</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
MH MHA (PEI)	251984-17156-10031199-0062	\$ 1,186,799	\$ 1,186,799
			\$ -
			\$ -
			\$ -
This row left blank for funding sources not in drop-down list			
			\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ 1,186,799</b>	<b>\$ - \$ 1,186,799</b>
<b>BHS SUD FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
			\$ -
			\$ -
			\$ -
This row left blank for funding sources not in drop-down list			
			\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ - \$ -</b>
<b>OTHER DPH FUNDING SOURCES</b>	<b>Dept-Auth-Proj-Activity</b>		
			\$ -
This row left blank for funding sources not in drop-down list			
			\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ - \$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ 1,186,799</b>	<b>\$ - \$ 1,186,799</b>
<b>NON-DPH FUNDING SOURCES</b>			
This row left blank for funding sources not in drop-down list			
			\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ - \$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>1,186,799</b>	<b>- 1,186,799</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method		Cost Reimbursement (CR)	
DPH Units of Service	4,985		
Unit Type		Staff Hour	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 238.07	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 238.07	\$ -	
Published Rate (Medi-Cal Providers Only)			<b>Total UDC</b>
Unduplicated Clients (UDC)	235		235

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

Contract ID Number 1000010838  
 Program Name API Mental Health Collaborative  
 Program Code TBD

Appendix Number B-4  
 Page Number 2  
 Fiscal Year 2022-23  
 Funding Notification Date \_\_\_\_\_

	TOTAL		MH MESA (PEI) 251984-17156-10031199-0062		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	7/1/2022-6/30/2023		7/1/2022-6/30/2023		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Manager	0.60	\$ 62,695	0.60	\$ 62,695				
Program Supervisor	0.20	\$ 19,800	0.20	\$ 19,800				
Program Coordinator	1.00	\$ 66,915	1.00	\$ 66,915				
Case Manager	1.00	\$ 61,118	1.00	\$ 61,118				
Mental Health Consultant	0.35	\$ 28,488	0.35	\$ 28,488				
<b>Totals:</b>	3.15	\$ 239,016	3.15	\$ 239,016	0.00	\$ -	0.00	\$ -
<b>Employee Benefits:</b>	30.00%	\$ 71,705	30.00%	\$ 71,705	0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 310,721</b>		<b>\$ 310,721</b>		<b>\$ -</b>		<b>\$ -</b>



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

Contract ID Number 1000010838  
 Program Name API Mental Health Collaborative  
 Program Code TBD

Appendix Number B-4  
 Page Number 3  
 Fiscal Year 2022-23

Funding Notification Date \_\_\_\_\_

Expense Categories & Line Items	TOTAL	MH MHA (PEI) 251984-17156- 10031199-0062	Dept-Auth-Proj- Activity	Dept-Auth-Proj- Activity
	Funding Term	7/1/2022-6/30/2023	7/1/2022-6/30/2023	(mm/dd/yy-mm/dd/yy)
Rent	\$ 21,100	\$ 21,100		
Utilities (telephone, electricity, water, gas)	\$ 11,000	\$ 11,000		
Building Repair/Maintenance	\$ 2,000	\$ 2,000		
<b>Occupancy Total:</b>	<b>\$ 34,100</b>	<b>\$ 34,100</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ 2,500	\$ 2,500		
Photocopying	\$ -	\$ -		
Program Supplies	\$ 45,000	\$ 45,000		
Computer Hardware/Software	\$ -	\$ -		
<b>Materials &amp; Supplies Total:</b>	<b>\$ 47,500</b>	<b>\$ 47,500</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 10,000	\$ 10,000		
Insurance	\$ 2,300	\$ 2,300		
Licensing/Subscription	\$ 17,000	\$ 17,000		
Permits	\$ -	\$ -		
Equipment Lease & Maintenance	\$ 1,000	\$ 1,000		
<b>General Operating Total:</b>	<b>\$ 30,300</b>	<b>\$ 30,300</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ 2,200	\$ 2,200		
Out-of-Town Travel	\$ -	\$ -		
Field Expenses	\$ -	\$ -		
<b>Staff Travel Total:</b>	<b>\$ 2,200</b>	<b>\$ 2,200</b>	<b>\$ -</b>	<b>\$ -</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)				
<b>Filipino-American Development Foundation (FADF):</b> 07/01/2021-06/30/2022 provides outreach & engagement; screening & assessment; wellness promotion; service linkage; and individual & group therapeutic services to Filipino community. RAMS will pay FADF \$30,000 in July of 2021, \$50,000 in November of 2021, \$50,000 in February of 2022, \$20,000 in July of 2022.	\$ 150,000	\$ 150,000		
<b>Samoan Community Development Center (SCDC):</b> 07/01/2021-06/30/2022 provides outreach & engagement; screening & assessment; wellness promotion; service linkage; and individual & group therapeutic services to Samoan community. RAMS will pay SCDC \$30,000 in July of 2021, \$50,000 in November of 2021, \$50,000 in February of 2022, \$20,000 in July of 2022.	\$ 150,000	\$ 150,000		
<b>Southeast Asian Development Center (SEADC):</b> 07/01/2021-06/30/2022 provides outreach & engagement; screening & assessment; wellness promotion; service linkage; and individual & group therapeutic services to Southeast Asian community. RAMS will pay SEADC \$80,000 in July of 2021, \$70,000 in November of 2021, \$70,000 in February of 2022, \$50,000 in July of 2022.	\$ 270,000	\$ 270,000		
<b>Combodian Community Development, Inc. (CCDI):</b> 03/15/2022-06/30/2022 provides case management and linkage services to Khmer speaking community. RAMS will pay CCDI \$120/hr for 12-14 hours per month. 48 hours of service is estimated for the period of 03/15/22-06/30/22: \$120/hr. x 48 hours = \$5,760	\$ 5,760	\$ 5,760		
<b>Lao Seri Association (Lao Seri):</b> 03/15/2022-06/30/2022 provides case management and linkage services to Lao speaking community. RAMS will pay Lao Seri \$120/hr for 12-14 hours per month. 48 hours of service is estimated for the period of 03/15/22-06/30/22: \$120/hr. x 48 hours = \$5,760	\$ 5,760	\$ 5,760		
<b>Vietnamese Family Service Center (VFSC):</b> 03/15/2021-06/30/2022 provides case management and linkage services to Vietnamese speaking community. RAMS will pay VFSC \$120/hr for 12-14 hours per month. 48 hours of service is estimated for the period of 03/15/22-06/30/22: \$120/hr. x 48 hours = \$5,760	\$ 5,760	\$ 5,760		
<b>Sensit, LLC</b> will create visually appealing, accessible and user-friendly products to be used by community partners. All digital products will be ADA compliant and in a printable format. Products include guidebooks with updated designs and consistent colorschemes, power point templates, redesigned screening and assessment forms, new logo. Sensit, LLC will charge \$12,500 upon execution of the contract (around March, 2022) and remaining \$12,500 upon completion of the project.	\$ 25,000	\$ 25,000		
<b>Consultant/Subcontractor Total:</b>	<b>\$ 612,280</b>	<b>\$ 612,280</b>	<b>\$ -</b>	<b>\$ -</b>
Recruitment (Job Postings and job fair flyers)	\$ 1,500	\$ 1,500		
Client Related Food	\$ -	\$ -		
Client Related Other Activities	\$ 10,735	\$ 10,735		
<b>Other Total:</b>	<b>\$ 12,235</b>	<b>\$ 12,235</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 738,615</b>	<b>\$ 738,615</b>	<b>\$ -</b>	<b>\$ -</b>

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

Contractor Name Richmond Area Multi-Services, Inc. Page Number \_\_\_\_\_  
 Contract ID Number 1000010838 Fiscal Year 2022-23  
 Funding Notification Date \_\_\_\_\_

**1. SALARIES & EMPLOYEE BENEFITS**

Position Title	FTE	Amount
Chief Executive Officer	0.192	\$ 46,934
Chief Financial Officer	0.192	\$ 35,440
Deputy Chief	0.192	\$ 30,172
COO / Dir. Of Ops	0.192	\$ 26,896
Director of Community & Workforce Empowerment	0.192	\$ 14,846
Director of Human Resources	0.192	\$ 26,149
Director of Training	0.163	\$ 13,027
Accounting Staff	0.958	\$ 71,232
HR Staff	0.766	\$ 58,045
QI/Contracts/Communication Manager	0.383	\$ 33,261
IT Manager/Support	0.575	\$ 41,953
Executive/Admin Assistant	0.192	\$ 11,724
Janitor/Lead Facilities Tech	0.105	\$ 7,591
	Subtotal:	4.29 \$ 417,270
	Employee Benefits:	30% \$ 125,181
	<b>Total Salaries and Employee Benefits:</b>	<b>\$ 542,451</b>

**2. OPERATING COSTS**

Expenses (Use expense account name in the ledger.)	Amount
Mortgage Interest	7,746
Depreciation	8,987
Rental	977
Utilities	4,521
Building Repair/Maintenance	4,293
Office Supplies	11,853
Training/Staff Development	958
Insurance	14,715
Equipment Rental	2,513
Local Travel	1,034
Audit Fees	11,494
Payroll Fees	34,482
Recruitment	14,463
Meetings and Conferences	958
Professional Fees	71,714
Bank Fees	2,299
	<b>Total Operating Costs</b>
	<b>\$ 193,007</b>

	<b>Total Indirect Costs</b>	<b>\$ 735,458</b>
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**Appendix D**

Data Access and Sharing Terms

## **APPENDIX D**

### **Data Access and Sharing Terms**

#### **Article 1 Access**

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

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

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

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

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

1.2.2 Communicating with the SFDPH IT Service Desk;

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

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

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

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

##### **1.3 SFDPH IT Service Desk.**

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

##### **1.4 Deprovisioning Schedule.**

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

##### **1.5 Active Directory.**

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

##### **1.6 Role Based Access.**

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

#### **1.7 Training Requirements.**

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

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

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

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

#### **1.9 Corrective Action.**

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

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

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

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

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

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

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

#### **1.13 Qualified Personnel.**

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

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

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

#### **1.15 Server Security.**

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

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

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

#### **1.17 Antivirus software.**

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

#### **1.18 Patch Management.**

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

#### **1.19 System Timeout.**

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

#### **1.20 Warning Banners.**

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

#### **1.21 Transmission encryption.**

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

#### **1.22 No Faxing/Mailing.**

City Data may not be faxed or mailed.

#### **1.23 Intrusion Detection.**

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

of the City.

#### **1.24 Security of PHI.**

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

#### **1.25 Data Security and City Data**

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

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

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

#### **1.27 Disaster Recovery.**

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

#### **1.28 Supervision of Data.**

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

#### **1.29 As Is Access.**

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

### **1.30 No Technical or Administrative Support.**

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

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

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

### **1.32 Minimum Necessary.**

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

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

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

### **1.34 Health Information Exchange.**

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

### **1.35 Subcontracting.**

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



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

## **Article 2 Indemnity**

### **2.1 Medical Malpractice Indemnification.**

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

- (a) Read information displayed or transmitted by the System accurately and completely;
- (b) Ensure that Agency Data Users are trained on the use of the System;
- (c) Be responsible for decisions made based on the use of the System;
- (d) Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
- (e) Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;
- (f) Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;
- (g) Use the System only in accordance with applicable standards of good medical practice.

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

## **Article 3 Proprietary Rights and Data Breach**

### **3.1 Ownership of City Data.**

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

### **3.2 Data Breach; Loss of City Data.**

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

Agency shall take:

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

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

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

- i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and
- iii. a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. a description of the probable and proximate causes of the breach or security incident; and
- v. whether any federal or state laws requiring individual notifications of breaches have been triggered.

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

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

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

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

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

### 3.3 **Media Communications**

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

**Attachment 1 to Appendix D  
System Specific Requirements**

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

**A. SFDPH Care Link Requirements:**

**1. Connectivity.**

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

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

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

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

- a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
- b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

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

**A. SFDPH Epic Hyperspace and Epic Hyperdrive:**

**1. Connectivity.**

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

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

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

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

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

**A. SFDPH myAvatar via WebConnect and VDI:**

**1. Connectivity.**

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

**2. Information Technology (IT) Support.**

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

**3. Access Control.**

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Each user is unique and agrees not to share accounts or passwords.
- c. Applicants must complete the myAvatar Account Request Form found at [https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar\\_Account\\_Request\\_Form.pdf](https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf)
- d. Applicants must complete the credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.
- e. Applicants must complete myAvatar Training.
- f. Level of access is based on "Need to Know", job duties and responsibilities.

**Attachment 2 to Appendix D**

**Protected Information Destruction Order  
Purge Certification - Contract ID # 1000010838**

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated 7/1/2018 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

**Electronic Data:** Per the Secretary’s guidance, the City will accept destruction of electronic Protected Information in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Data Sanitization (“NIST”).

**Hard-Copy Data:** Per the Secretary’s guidance, the City will accept destruction of Protected Information contained in paper records by shredding, burning, pulping, or pulverizing the records so that the Protected Information is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

\*\*\*\*\*

Contractor hereby certifies that Contractor has destroyed all Protected Information as directed by the City in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

**So Certified**

\_\_\_\_\_  
Signature

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

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

**Appendix E**

HIPAA Business Associate Agreement



## San Francisco Department of Public Health

## Business Associate Agreement

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

**RECITALS**

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

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

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

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

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

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

**1. Definitions.**

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

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





## San Francisco Department of Public Health

## Business Associate Agreement

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

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

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

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

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

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

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

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

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

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



## San Francisco Department of Public Health

## Business Associate Agreement

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

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

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

## 2. Obligations of Business Associate.

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

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

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

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



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

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

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

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

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



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

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

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

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

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



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

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

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

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

### 3. Termination.

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

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



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**c. Effect of Termination.** Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

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

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

#### 4. Amendment to Comply with Law.

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

#### 5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its

APPENDIX E



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subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

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

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

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

Contractor Name:		Contractor City Vendor ID	
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**PRIVACY ATTESTATION**

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

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

**I. All Contractors.**

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

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Contractor Name:		Contractor City Vendor ID	
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### DATA SECURITY ATTESTATION

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

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

**I. All Contractors.**

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

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

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

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

**Educationally Related Mental Health Services (ERMHS) Treatment Protocol**

This Appendix shall apply to all work performed by the Contractor in support of the Educationally Related Mental Health Services (ERMHS) of the The Department of Public Health.

A. Outpatient/School-Based/Counseling Enriched Educational Program (CEEP)

1. Individual Counseling (CASEMIS Code 510, Services codes INDTPY, IREHAB, NMIND ): One to one counseling provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or include parents or staff members on learning problems or guidance programs for students. Individual Counseling includes those evidence-based interventions consistent with the student's IEP educationally related mental health goals that focus primarily on symptom reduction as a means to improve functional impairments and academic success. Individual Counseling will be provided by a mental health professional, or an intern or other mental health practitioner under the clinical supervision of a mental health professional.

2. Counseling and Guidance (Group Counseling) (CASEMIS Code 515, Service Codes GRPTPY, GREHAB): Counseling in a group setting provided by a qualified individual pursuant to the IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal. Group Counseling includes those evidence-based therapeutic interventions for more than one student that focuses on addressing the student's educationally related mental health goals and symptom reduction as a means to improve functional impairments and academic success. Group counseling will be provided by a mental health professional, or an intern or other mental health practitioner under the clinical supervision of a mental health professional.

3. Parent Counseling and Training (CASEMIS Code 520, Service Codes ICOLL, 90847, 90849, or NMCOL): Individual counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs, may include parenting skills or other pertinent issues. Parent counseling and training will be provided by a mental health professional, or an intern or other mental health practitioner under the clinical supervision of a mental health professional.

4. Agency Linkages (Case Management) (CASEMIS Code 865, Service Codes ASMT1, H0032, GCOLL, T1017, IPT1017, NMCMB ): Service coordination and case management that facilitates the linkage of individualized education services and programs.

Linkage and Coordination – the identification and pursuit of resources needed for provision of a free and appropriate public education to a student, including, but not limited to, the following:

- a. Treatment plan development and monitoring as it relates to the ERMHS IEP goals.
- b. IEP attendance, monitoring and contributing to progress and updates to IEP goals.
- c. Monitoring service delivery to ensure an individual's access, including communication with IEP team members and referrals as approved by the IEP team.

5. Upon receiving an ERMHS referral from SFUSD, the assigned BHS ERMHS clinic will contact the parent/guardian within 48 hours of receipt of ERMHS referral packet, and schedule an intake appointment within 5 days of receiving the referral packet.
6. The assigned BHS clinic will notify the BHS ERMHS office within 24 hours to confirm receipt of referral. If the clinic cannot accommodate the referral, they will notify the BHS ERMHS office so the case can be reassigned. BHS ERMHS provider agency will complete the CANS assessment within established BHS guidelines. The CANS assessment is required for BHS reporting purposes only and is not a required component of the student's IEP.
7. BHS providers will report to the student's IEP case manager at the student's assigned school, significant student attendance issues, defined at three or more consecutive absences, at school-based, outpatient, and Counseling Enriched Educational Program (CEEP) service sessions. If BHS providers are unable to reach the IEP case manager at student's assigned school, providers may contact SFUSD's ERMHS Coordinator at 3045 Santiago Street, San Francisco, CA 94116, for assistance in making contact with the site-based IEP team, in order that attendance concerns may be addressed by the IEP team.
8. The assigned BHS clinic will maintain ongoing communication with school site (i.e., school psychologist) regarding intake process/outcome (e.g., problems with parent accessing services, etc.). The Clinic will inform the BHS ERMHS Office and SFUSD ERMHS Office simultaneously within 30 days of status of case (via notification form). Such Notification of ERMHS Status Form must be submitted with password protection by secure email.
9. Any changes in services (including but not limited to an increase or decrease in service frequency or duration, initiation of a new service, or termination of a service) must be determined through the IEP process.
10. In the event the ERMHS clinician cancels an appointment, a make-up session will be provided within two weeks to ensure compliance with student's IEP.
11. The assigned BHS clinic's ERMHS clinician agrees to attend and participate in IEP team meetings when requested by SFUSD with sufficient notice. In the event that the ERMHS clinician cannot attend an IEP meeting, it will arrange to have a summary of progress and recommended educationally related goals from the assigned mental health provider to be submitted at the IEP meeting.
12. BHS Clinicians will make their best effort to provide services at the school site when possible, and the school site will ensure that confidential space is available for the Clinicians to provide services to students. Maintaining service delivery at the school site maximizes their access to the Least Restrictive Environment.
13. If in person services are unable to be provided such as experienced during Shelter in Place orders, services will be implemented in line with Emergency Learning Plans in each student's IEP.