

1 [Contract Amendment - YMCA of San Francisco - Mental Health Services to Children and
2 Youth - Not to Exceed \$11,577,751]

3 **Resolution approving Amendment No. 2 to the agreement between the City and County**
4 **of San Francisco, acting by and through the Department of Public Health (DPH), and**
5 **YMCA of San Francisco, to provide mental health services to children and youth, to**
6 **extend the term by one year from June 30, 2027, for a new term of July 1, 2018, through**
7 **June 30, 2028, and to increase the amount by \$1,590,148 for a new total not to exceed**
8 **amount of \$11,577,751; and to authorize DPH to enter into amendments or**
9 **modifications to the agreement that do not materially increase the obligations or**
10 **liabilities to the City and are necessary to effectuate the purposes of the agreement or**
11 **this Resolution.**

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13 WHEREAS, On July 20, 2016, and March 24, 2017, respectively, the Department of
14 Public Health (DPH) issued a Request for Qualifications (RFQ 17-2016) for Mental Health
15 Services Act School Based Programs and a Request for Proposals (RFP 1-2017) for Mental
16 Health Outpatient Treatment Services and Optional Specialized Mental Health Treatment
17 Services; and

18 WHEREAS, YMCA of San Francisco submitted a proposal and was the highest ranked
19 proposer; and

20 WHEREAS, DPH awarded the contract to YMCA of San Francisco; and

21 WHEREAS, The contract is consistent with the Department of Human Resources on
22 behalf of the Civil Service Commission’s approval obtained on August 31, 2023, under PSC
23 number DHRPSC0001937; and

24 WHEREAS, On January 1, 2018, DPH and YMCA of San Francisco entered into an
25 agreement for mental health services to children and youth (“Original Agreement”); and

1 WHEREAS, The Original Agreement has a term of July 1, 2018, through June 30,
2 2022, and a not to exceed amount of \$5,835,911; and

3 WHEREAS, DPH amended the Original Agreement on June 1, 2022, to extend the
4 term by five years and to increase the maximum expenditure by \$4,151,692 to \$9,987,603, for
5 mental health services to children and youth (the “First Amendment”); and

6 WHEREAS, DPH wishes to amend the agreement by extending the term to June 30,
7 2028, and increasing the maximum expenditure by \$1,590,148 to \$11,577,751 (the “Second
8 Amendment”); and

9 WHEREAS, The Second Amendment is consistent with the Department of Human
10 Resources on behalf of the Civil Service Commission’s approval obtained August 31, 2023,
11 under PSC number DHRPSC0001937; and

12 WHEREAS, Charter, Section 9.118(b) requires Board of Supervisors approval by
13 Resolution of any contract which, when entered into, extends over 10 years, and of any
14 contract which, when entered into, costs the City \$10,000,000 or more; and

15 WHEREAS, The proposed amendment contained in File No. 260076, is substantially in
16 final form, with all material terms and conditions included, and only remains to be executed by
17 the parties upon approval of this Resolution; now, therefore, be it

18 RESOLVED, That the Board of Supervisors hereby approves the amendment in
19 substantially the form contained in File No. 260076; and, be it

20 FURTHER RESOLVED, That the Board of Supervisors authorizes DPH to make any
21 modifications to the amendment, prior to its final execution by all parties, that DPH
22 determines, in consultation with the City Attorney, are consistent with this Resolution, in the
23 best interest of the City, do not materially increase the obligations or liabilities of the City, are
24 necessary or advisable to effectuate the purposes of the amendment, and are in compliance
25 with all applicable laws, including the City’s Charter; and, be it

1 FURTHER RESOLVED, That within 30 days of the amendment being fully executed by
2 all parties, DPH shall submit to the Clerk of the Board of Supervisors a completely executed
3 copy for inclusion in File No. 260076; this requirement and obligation resides with the
4 Department, and is for purposes of having a complete file only, and in no manner affects the
5 validity of approved amendment.

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10 RECOMMENDED

11 /s/ Jenny Louie for

12 Daniel Tsai

13 Director of Health

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<p>Item 3 File 26-0076</p>	<p>Department: Public Health</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve the second amendment to the agreement between the Department of Public Health (DPH) and YMCA Urban Services to extend the term by one year, from June 30, 2027, to June 30, 2028, and increase the maximum amount by \$1,590,148 for a new total not-to-exceed of \$11,577,751. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • Under the proposed amendment, YMCA will continue to provide outpatient mental health services to youth and their families, primarily in the Bayview, Potrero Hill, and Western Addition neighborhoods. Services include assessment, individual and family therapy, and case management and are provided in schools, residences, Family Resource Centers, and/or the YMCA. The program also provides mental health services to students in special education on behalf of the San Francisco Unified School District. • The FY 2023-24 program monitoring report showed that the program had an overall rating of “3 – Acceptable/Meets Standards.” The program exceeded the contracted number of unduplicated clients. (The program served 76 unduplicated clients in FY 2024-25 when it was contracted to serve 50 unduplicated clients.) <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • While the existing term runs through FY 2026-27, there is only \$370,218 available from the existing not-to-exceed amount of \$9,987,604 to cover the FY 2026-27 budget of \$827,960, leaving an unfunded balance of \$457,742. The contract amendment provides the balance of \$457,742 for FY 2026-27, the full budget for FY 2027-28 of \$835,936, plus a 12 percent contingency calculated on the total expenditures for the current year (FY 2025-26) plus the budget for FY 2026-27 and FY 2027-28. • The proposed amended contract agreement is funded by General Fund (30 percent), state Medi-Cal match funding (35 percent), and federal Medi-Cal match funding (35 percent). <p style="text-align: center;">Recommendations</p> <ul style="list-style-type: none"> • Amend the resolution to change the start date of the original agreement from January 1, 2018 to July 1, 2018 and approve the resolution, as amended. 	

MANDATE STATEMENT

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

BACKGROUND

The Department of Public Health (DPH) funds mental health services for children and youth. The Mental Health Outpatient Program is administered by SFDPH Behavioral Health Services (BHS) under the Children, Youth, and Families (CYF) System of Care.

The YMCA Mental Health Outpatient Program focuses on delivering behavioral health and family support services, primarily at schools and other community-based locations throughout the City. Therapists collaborate with families to provide individual and family counseling, case management, and referrals to additional support services with a goal of reducing psychiatric symptoms, enhancing functioning and coping skills, and improving overall mental health and quality of life—ultimately decreasing the need for future intensive interventions, according to DPH.

Procurement

On March 24, 2017, DPH issued a Request for Proposals (RFP) for Mental Health Outpatient Treatment Services and Optional Specialized Mental Health Treatment Services. The RFP scored respondents on the following criteria: Following Submission Guidelines (10 points), Outpatient Mental Health Treatment Program (up to 150 points), Optional Specialized Mental Health Outpatient Treatment Services (up to 75 points), Budget (up to 30 points), Financial Management Capacity and Fiscal Integrity (up to 30 points), Prior Performance (30 points), Priority System Needs (up to 40 points) for a total of 365 points possible. A total of seven applicants responded to the RFP for Mental Health Outpatient and Specialized Mental Health Treatment (Category 1 of the RFP), as shown in Exhibit 1. The evaluation panel consisted of four professionals: Maternal, Child, and Adolescent Health Coordinator, DPH; a representative from the San Francisco Unified School District; Mental Health Program Manager, Child & Adolescent Behavioral Health, Contra Costa County; Program Manager, Family and Children Services, Human Services Agency.

Exhibit 1: Proposers and Scores for RFP for Mental Health Outpatient and Specialized Mental Health Treatment (Category 1)

Proposer	Score (out of 255)¹
Seneca Family of Agencies	248.50
Richmond Area Multi Services, Inc. (RAMS)	245.00
Oakes Children's Center	227.00
Special Service Groups	224.25
Family Service Agency of SF (doing business as Felton Institution)	222.50
YMCA Urban Services	209.75
Dignity Health St. Mary's Medical Center	139.75

¹ Category 1 of the RFP had a maximum score of 255.

Source: DPH

YMCA Urban Services was selected for Mental Health Outpatient Treatment Services and Educationally Related Mental Health Services (ERMHS) pursuant to the RFP. The other proposers in Exhibit 1 also were awarded contracts.

Agreement History

DPH and YMCA entered into an agreement for these services for a term of July 1, 2018 through June 30, 2022 and a not-to-exceed amount of \$5,835,911.¹ On June 1, 2022, DPH amended the original agreement to extend the term by five years and to increase the not-to-exceed amount to \$9,987,603.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the second amendment to the agreement between DPH and YMCA to extend the term by one year, from June 30, 2027, to June 30, 2028, and increase the maximum amount by \$1,590,148 for a new total not-to-exceed of \$11,577,751. The proposed resolution would also authorize DPH to make further immaterial amendments to the grant.

According to DPH, the additional funding and one-year extension will enable services to continue prior to issuing a new solicitation for mental health outpatient treatment services.

We recommend that the proposed resolution be amended to correctly state that the term start date of the agreement is July 1, 2018, not January 1, 2018.

Services

Under the proposed amendment, YMCA will continue to provide outpatient mental health services. The program provides outpatient specialty mental health services for low-income youth (ages 0-21) and their families, primarily in the Bayview, Potrero Hill, and Western Addition neighborhoods. Services include assessment, individual and family therapy, and case

¹ The original contract also included services associated with Mental Health Services Act School-Based Programs.

management and are provided in the community, such as in schools, residences, Family Resource Centers, and/or the YMCA. The program also provides mental health services to students in special education on behalf of the San Francisco Unified School District.

We note that the original contract included three other programs described below:

- Positive Avenues to School Success (PASS) (funded from FY 2018-19 through FY 2022-23): Trauma and recovery services focusing on chronically truant youth (ages 5-19) to support school re-engagement or vocational enrollment. This program shifted to a new contractor following a solicitation.
- Intensive Supervision and Clinical Services (ISCS) (funded from FY 2018-19 through FY 2023-24): Multi-service intervention for youth involved with the Juvenile Probation Department, including court advocacy and intensive case management to reduce recidivism. DPH shifted this program to a separate contract with YMCA in FY 2024-25.
- OMI/Excelsior Beacon Center (funded through FY 2018-19 through FY 2022-23): Substance use disorder prevention services utilizing evidence-based curriculums like “Strengthening Families” and environmental prevention strategies for middle and high school students. DPH shifted this program to a separate contract with YMCA following a solicitation.

Exhibit 2 below summarizes the number of contracted unduplicated clients and units of service (hours) compared to actual for the YMCA Mental Health Outpatient Program in FY 2024-25, as well as the contracted levels in FY 2025-26

Exhibit 2: FY 2024-25 Contracted versus Actual Number of Unduplicated Clients and Units of Service

	FY 2024-25 Contracted	FY 2024-25 Actual	FY 2025-26 Contracted
Unduplicated Clients	50	76	111
Units of Service (hours)	1,530	1,478	2,099

Source: DPH

Program Performance

In 2025, DPH completed FY 2023-24 program monitoring for the EPSDT Program, which included a site visit. The results are summarized in Exhibit 3 below.

Exhibit 3: Program Monitoring for EPSDT Program for FY 2023-24

Overall Program Rating (1-4)	3 – Acceptable/Meets Standards
Program Performance Score	73%
Units of Service Deliverables	Exempt ¹
Contracted/Actual Clients	150%
Compliance Score	75%
Client Satisfaction Score	70%

¹Note: The program was exempt from the Units of Service Deliverables for FY 2023-24 due to the implementation of payment and mid-year IT system changes associated with the State’s CalAIM (Advancing and Innovating Medi-Cal)

Behavioral Health Payment Reform and a migration in the Department’s electronic health record from Avatar to Epic.

Source: DPH

As reflected in Exhibit 3 above, the FY 2023-24 program monitoring report showed that the Mental Health Outpatient Program had an overall rating of “3 – Acceptable/Meets Standards.”

The program received 27 out of 40 points on eight performance objectives, receiving a 68 percent score for performance objectives (a component of the 73 percent Program Performance Score above). No plan of action was assigned for these relatively low program scores because the FY 2024-25 program objectives were revised to be more “clinically meaningful,” according to DPH. The program objectives now measure improvement only in areas that are the focus of an individual’s treatment, rather than measures of overall wellbeing.

The program was exempt from meeting its units of service deliverables due to state payment and IT system changes; however, the program did exceed the contracted number of unduplicated clients.

Fiscal and Compliance Monitoring

The Department of Children, Youth and Their Families conducted citywide fiscal and compliance monitoring for YMCA for FY 2024-25 and identified no findings. In addition, DPH staff reviewed financial documents for YMCA in December 2025 as part of a review of fiscal health of the agency for the period FY 2021-22 to FY 2023-24. According to a DPH memo, DPH’s Business Office of Contract Compliance rated YMCA a “low risk” agency. According to the memo, agencies with this rating have solid financial positions, enabling them to absorb losses during economic volatility and to support new programs and expansion.

FISCAL IMPACT

Exhibit 4 below shows the annual spending on the contract and the basis for the \$11,577,751 total not-to-exceed amount. While the existing term runs through FY 2026-27, there is only \$370,218 available from the existing not to exceed amount of \$9,987,604 to cover the FY 2026-27 budget of \$827,960, leaving an unfunded balance of \$457,742. The contract amendment provides the balance of \$457,742 for FY 2026-27, the full budget for FY 2027-28 of \$835,936, plus a 12 percent contingency calculated on the total expenditures for the current year (FY 2025-26) plus the budget for FY 2026-27 and FY 2027-28.

Exhibit 4: Contract Agreement Not-to-Exceed Amount

Year	Existing	Proposed Increase	Total Proposed
FY 2018-19*	\$1,191,453		\$1,191,453
FY 2019-20*	1,372,629		1,372,629
FY 2020-21*	1,501,429		1,501,429
FY 2021-22*	1,331,699		1,331,699
FY 2022-23*	1,749,830		1,749,830
FY 2023-24*	1,048,263		1,048,263
FY 2024-25*	615,400		615,400
FY 2025-26	806,683		806,683
FY 2026-27	370,217	457,742	827,960
FY 2027-28		835,936	835,936
Subtotal, Budget	\$9,987,603	\$1,293,679	\$11,281,282
Contingency (12%)		296,469	296,469
Not to Exceed Amount	\$9,987,603	\$1,590,148	\$11,577,751

Source: DPH

*Existing amount reflects actual expenditures.

As shown above, actual expenditures decreased significantly from a high of \$1,749,830 in FY 2022-23 to a low of \$615,400 in FY 2024-25. This is because YMCA provided all four programs in FY 2022-23 (Mental Health Outpatient Program, PASS, ISCS, and OMI/Excelsior Beacon Center), and reduced to only providing the Mental Health Outpatient Program beginning in FY 2024-25, which is expected to continue through the end of the proposed contract term. The increase in funding from FY 2024-25 to FY 2025-26 is due to the transfer of funding from a different YMCA contract, which was underspending due to low referrals, to this contract. The minor budget increases shown for FY 2026-27 and FY 2027-28 are due to the provision of a cost-of-doing-business increase.

The FY 2025-26 budget of \$806,683 funds salaries and benefits for 6.66 full-time equivalent positions (including licensed clinical professionals), operating expenses, and an additional 15 percent for indirect expenses.

Funding Source

The proposed amended contract agreement is funded by General Fund (30 percent), state Medi-Cal match funding (35 percent), and federal Medi-Cal match funding (35 percent).

RECOMMENDATIONS

Amend the resolution to change the start date of the original agreement from January 1, 2018 to July 1, 2018 and approve the resolution, as amended.

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

Second Amendment

THIS **SECOND** AMENDMENT (“Amendment”) is made as of **January 1, 2026**, in San Francisco, California, by and between **Young Men's Christian Association of San Francisco dba YMCA of San Francisco** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled CYF Mental Health issued through Sourcing Event ID RFP 1-2017 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because of state and federal funding and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, this Amendment is consistent with an approval obtained on August 31, 2023 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number DHRPSC0001937 which authorizes the award of multiple agreements, the total value of which cannot exceed \$349,700,000 and the individual duration of which cannot exceed 132 months ; and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under [insert resolution number] approved on [insert date of Commission or Board action] in the amount of [insert Dollar Amount] for the period commencing July 1, 2018 and ending June 30, 2028; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

Now, THEREFORE, the parties 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 January 1, 2018 between Contractor and City, as amended by the:

First Amendment, dated June 1, 2022

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Term of the Agreement.** Article 2 Term of the Agreement of the First Amendment currently reads as follows:

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

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

2.1 **Term.** The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2028 unless earlier terminated as otherwise provided herein.

2.2 **Financial Matters.** Section 3.3.1 Calculation of Charges of the First Amendment currently reads as follows:

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Nine Million Nine Hundred Eighty-Seven Thousand Six Hundred Three Dollars (\$9,987,603)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late

charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

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

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. The amount of this Agreement shall not exceed **Eleven Million Five Hundred Seventy Seven Thousand Seven Hundred Fifty One Dollars (\$11,577,751)**, the breakdown of which appears in Appendix B, “Calculation of Charges.” City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

2.3 Appendices A and A-1. Appendices A and A-1 are hereby replaced in their entirety by Appendices A and A-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A or Appendix A-1 in any place, the true meaning shall be Appendix A or Appendix A-1, which are the correct and updated versions.

2.4 Appendices B and B-1. Appendices B and B-1 are hereby replaced in their entirety by Appendices B and B-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B or Appendix B-1 in any place, the true meaning shall be Appendix B or Appendix B-1, which are the correct and updated versions.

2.5 Appendix D. Appendix D is hereby replaced in its entirety by Appendix D, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix D in any place, the true meaning shall be Appendix D, which is a correct and updated version.

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

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 Article 1 Definitions. *Article 1 of the Agreement is replaced in its entirety to read as follows:*

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

1.2 “Business Associate” or “BAA” has the meaning given to such term under HIPAA and its implementing regulations, including 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103, as may be amended from time to time.

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

1.4 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on

behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.5 **“CMD”** means the Contract Monitoring Division of the City.

1.6 **“Confidential Information”** means confidential City information including, but not limited to, personal 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”). Confidential Information includes, without limitation, City Data.

1.7 **“Contractor”** means **Young Men's Christian Association of San Francisco**, 169 Steuart Street, San Francisco, CA 94105.

1.8 **“Deliverables”** means Contractor’s or its subcontractors’ work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.9 **“Health Care Component”** has the meaning given to such term under HIPAA and its implementing regulations, including 45 C.F.R. Section 164.103, as may be amended from time to time.

1.10 **“Hybrid Entity”** has the meaning given to such term under HIPAA and its implementing regulations, including 45 C.F.R. Section 164.103, as may be amended from time to time.

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

1.12 **“Party” and “Parties”** means City and Contractor either individually or collectively.

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

3.2 **Section 3.7 Contract Amendments; Budgeting Revisions** . *Section 3.7 of the Agreement is replaced in its entirety to read as follows:*

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 (1) purchase additional Services within the Statement of Work or (2) reallocate funding among the Services within the Statement of Work. Any change made under this Subsection 3.7.2 must not involve an increase in the Maximum Cost or Amount Not to Exceed or a change to the Term of this Agreement, and must be approved in writing by both Parties, by a person with legal authority to bind their respective Party to its terms. Contractor shall not proceed with any work contemplated in any revision to program budget until Contractor receives written notification from City to commence such work. All revisions to program budget will become part of this Agreement, after written execution by the Parties, which will then form the new baseline upon which future changes will be measured.

3.3 Section 4.2 Qualified Personnel. Section 4.2 of the Agreement is replaced in its entirety to read as follows:

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. 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 sufficient resources for timely completion within the project schedule.

3.4 Section 4.5 Assignment. Section 4.5 of the Agreement is replaced in its entirety to read as follows:

4.5 Assignment. Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

3.5 Section 7.3 Withholding. Section 7.3 of the Agreement is added in its entirety to read as follows:

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.

3.6 Section 10.4 Consideration of Salary History. Section 10.4 of the Agreement is added in its entirety to read as follows:

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

3.7 **Section 10.11 Limitations on Contributions.** *Section 10.11 of the Agreement is replaced in its entirety to read as follows:*

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

3.8 **Section 10.15 Public Access to Nonprofit Records and Meetings.** *Section 10.15 of the Agreement is replaced in its entirety to read as follows:*

10.15 Nonprofit Contractor Requirements.

10.15.1 Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall

immediately notify City of any change in its eligibility to perform under the Agreement. Upon City’s request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds, Contractor must comply with the City’s Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

3.9 **Section 10.17 Distribution of Beverages and Water.** *Section 10.17 of the Agreement is replaced in its entirety to read as follows:*

10.17 Distribution of Beverages and Water.

10.17.1 **Sugar-Sweetened Beverage Prohibition.** The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.17.2 **Packaged Water Prohibition.** The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

3.10 **Section 11.14 Notification of Legal Requests.** *The following section is hereby added and incorporated in Article 11 of the Agreement:*

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

3.11 **Section 12.4 Prevention of Fraud, Waste and Abuse.** *The following section is hereby added and incorporated in Article 12 of the Agreement:*

12.4.5 Prevention of Fraud, Waste and Abuse. Contractor shall comply with all laws designed to prevent fraud, waste, and abuse, including, but not limited to, provisions of state and Federal law applicable to healthcare providers and transactions, such as the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn), and California Business & Professions Code § 650. Contractor shall immediately notify City of any suspected fraud, waste, and abuse under state or federal law.

3.12 **Article 13 Data and Security.** *Article 13 is hereby replaced in its entirety to read as follows:*

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved. (Payment Card Industry (“PCI”) Requirements

13.3 Business Associate Agreement. The Parties acknowledge that City is designated as a Hybrid Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and all Health Care Components of the City, including a City department involved in this Agreement, are required to comply with the HIPAA rules governing the access, use, disclosure, transmission, storage, and security of protected health information (PHI).

For purposes of this Agreement, Parties agree that if Contractor is performing a service or function for or on behalf of a City department that is a Health Care Component, where such service or function makes Contractor a Business Associate of City, Contractor must comply with the obligations and conditions contained in the Business Associate Agreement (“BAA”) that shall be attached to this Agreement as Appendix E, and incorporated as though fully set forth herein. Parties agree that if Contractor is not performing a service or function that makes Contractor a Business Associate of City, a BAA is not required and will not be attached to this Agreement. Appendix E will be reserved if a BAA is not required. Contractor, however, must still comply with any data privacy and security laws that apply to Contractor, including, but not limited to, HIPAA, CMIA (Cal. Civ. Code Sec. 56 et.seq.), Cal. Welf. & Inst. Code Sec. 5328, and 42 CFR Part 2.

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the continental United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use 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 City Data, 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 other than security or service delivery analysis.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City 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 subcontractor's 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.

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

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification.

Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The

remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

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

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment

Article 5 Legal Effect

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

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

CITY

Recommended by:

Daniel Tsai
Director of Health
San Francisco Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: _____

Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: _____

Name: _____

CONTRACTOR

YMCA of San Francisco

DocuSigned by:


12/05/2025 | 12:11 PM PST

Wesley "Chip" Rich
Chief Operations Officer
169 Steuart Street
San Francisco, CA 94105

City Supplier number: 0000007996

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **April Crawford**, 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 Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)

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.

Contractor: Urban Services YMCA of San Francisco	Appendix A-1
City Fiscal Year: 2025-2026	Funding Term: 07/01/2025 through 06/30/2026
CID #10000010841	Funding Sources: (non-BHS only): N/A

1. Identifiers:

Program Name: Urban Services YMCA of San Francisco EPSDT Program

Program Address: 1530 Buchanan St

City, State, Zip Code: San Francisco, CA 94115

Jane Chandler, Director of Mental Health Services

Telephone: (415) 637-8201

Facsimile: (415) 563-8017

Program Codes: 38BV3

2. Nature of Document:

New RPB **Contract Amendment**

3. Goal Statement:

To aid youth and families through effective and comprehensive services which aim to reduce psychiatric symptoms, increase functioning and increase coping skills such that the likelihood of further intervention in the future is lessened and quality of life and mental health is improved.

4. Target Population:

Age: Youth and their families ages 4-18

Neighborhood: San Francisco city wide. Serving clients that live in Bayview, Potrero Hill and the Western Addition.

Gender: all

Economic Status: low income, general assistance, unemployed

Ethnic Background, include but is not limited to African American, Latino, Pacific Islander, Asian, White, multiracial.

Languages: Primarily English and Spanish

Emphasis is on providing services to those in most need or to reach families who are unable or not accustomed to accessing mental health services in a clinic or elsewhere in the community.

Reaching families in their homes and in our schools is the best place to begin collaborative community-based and client-centered care. EHRMS funding will be allocated for school refusal clients.

Contractor: Urban Services YMCA of San Francisco	Appendix A-1
City Fiscal Year: 2025-2026	Funding Term: 07/01/2025 through 06/30/2026
CID #10000010841	Funding Sources: (non-BHS only): N/A

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

See Appendix B-1 Budget

6. Methodology:

A. Outreach, Recruitment, Promotion, and Advertisement

Within Urban Services YMCA's realm of social service programs, our Mental Health Program provides culturally sensitive services in the heart of high need communities within San Francisco. Our overall objective is to provide youth and their families living in San Francisco's most challenged communities with the same opportunities and skills that other San Francisco neighborhoods have. One of our program's strengths is the diversity of our locations we serve allowing the Clinical Case Managers to meet families in their own neighborhoods. This year most of our services will be offered in-person on school campuses and at our agency site, however some virtual services will be maintained with a minority of clients who prefer virtual platform or due to other circumstances must remain virtual for the time being.

We collaborate with SFUSD and other facilities to provide multiple access points for youth and their families primarily focusing on services in the Western Addition, South Central region and Southeast sector of San Francisco. Services are provided in a multitude of locations chosen to best accommodate clients and their needs including but not limited to; SFUSD campuses and KIPP Academy schools, clients' homes, Family Resource Centers, Urban Services YMCA and the OMI/E Beacon Center. Our services make it possible to provide needed support to multiple communities within our diverse city. Additionally, CCM's establish points of contact for referrals to ours and other agencies' services while offering outreach, education and collaboration within our service locations. In addition to our network of community-based programs that will identify potential clients, referrals will also be received from foster care, school staff and other BHS contractors.

Through the Placement of Clinical Case Managers in these neighborhoods where the communities experience significant exposure to violent and traumatic events, the CCM's will have a real opportunity to address the mental health conditions of youth and families. We will provide mental health services and comprehensive clinical case management services to youth and their families negatively affected by exposure to violence in order to reduce levels of untreated trauma. We expect that youth and families will be engaged in our services for a period of approximately 6 months, with a majority of treatment being provided through mental health and case management programming.

Contractor: Urban Services YMCA of San Francisco	Appendix A-1
City Fiscal Year: 2025-2026	Funding Term: 07/01/2025 through 06/30/2026
CID #10000010841	Funding Sources: (non-BHS only): N/A

Clinical Case Managers will work in conjunction with our existing network of mental health counselors, case managers, community organizers and family advocates to provide youth and their families with mental health services. Our CCM's will locate appropriate crisis response services and facilitate referrals to these services if necessary. Through our program we hope to support the collective improvement of a community's emotional health. These services will provide youth and their families with feelings of empowerment and community safety, and it is our goal to strengthen our clients through participation in our offered services.

The program will participate in the BHS Advanced Access initiative, ensuring timely measurement of data at the site and the reporting of data to BHS as required, with the caveat that it may be changed from time to time with prior notice from BHS. Our program will adhere to BHS guidelines regarding assessment and treatment of indigent (uninsured) clients.

B. Admission, Enrollment and Intake Criteria

Criteria for admission to this program will be children, youth, young adults, families and communities that meet medical necessity and eligibility requirements for Med-iCal EPSDT services

Our program will continue to authorize all services through our internal Program Utilization Review Quality Committee (PURQC). All services will be delivered in a confidential setting with client confidentiality safeguarded by licensed clinicians or interns working under the direct supervision of a licensed therapist.

C. Service Delivery Model

The CCM's will provide client services to communities within school, community and office settings during the program hours of operation, that fluctuate between Monday – Friday 9 a.m. – 7 p.m. Each CCM will assess client functioning to determine appropriate plan of care, interventions and expected length of stay in the program. Wherever possible, CCMs will attempt to utilize a Brief Therapy Model, but will not be limited to this model should the client require more intensive therapeutic services. CCMs will also provide collateral and case management services as needed for continuity of care. Every attempt will be made to utilize wrap-around services through appropriate referral of clients to additional community-based support services such as substance abuse treatment and prevention, Family Resource Centers, Beacon Community Centers, primary care providers and health and fitness resources such as the YMCA. CCMs will have access to information about Urban Services programs as well as other community programs in order to provide the most comprehensive plan of care for each client.

Service delivery will be driven by the findings in our comprehensive CANS assessment data which we use to help inform our client treatment plans of care. They are used intensely throughout our

Contractor: Urban Services YMCA of San Francisco	Appendix A-1
City Fiscal Year: 2025-2026	Funding Term: 07/01/2025 through 06/30/2026
CID #10000010841	Funding Sources: (non-BHS only): N/A

service model to help inform what kinds of services may be helpful for clients as well as the level of care offered to each client and family.

D. Exit Criteria

Clients will be discharged based upon successful completion of treatment. In some cases, client and therapist may mutually agree to terminate before completion of treatment due to varying circumstances, and occasionally there are instances of premature termination due to extraneous circumstances. In those cases, everything possible is done to ensure the appropriate referrals are made and a proper termination process is conducted with each client.

E. Program Staffing

See Appendix B Budget

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled: **Children, Youth and Families Performance Objectives FY 25-26.**

8. Continuous Quality Improvement:

- A. In order to meet contract performance objectives and to maintain cohesiveness within our team, weekly staff meetings are scheduled to discuss quality assurance, chart auditing, compliance and policy, programmatic changes, as well as trainings for all our staff so they have the tools to succeed and thrive in their professional growth and fulfill job performance expectations.

During weekly meetings, staff members actively engage in structured meeting time designated to identify and discuss any barriers to service delivery, identify any possible holes in the offering of or access to services requested by our clients and their families. We continue to have round-table discussions about what is “working” and what staff identifies are goals to reach for in ensuring that our clients are being able to access the services they are asking for. Community referrals and information is exchanged during staff meeting as well as within weekly group supervision.

- B. Urban Policy and Procedure Manual and staff training documentation state the following procedures for ensuring the highest quality clinical and technical documentation:
 - 24 hour documentation entry rules for all clinical staff

Contractor: Urban Services YMCA of San Francisco	Appendix A-1
City Fiscal Year: 2025-2026	Funding Term: 07/01/2025 through 06/30/2026
CID #10000010841	Funding Sources: (non-BHS only): N/A

- 7-day supervision review deadline policy by licensed clinical supervisors for all assessments, treatment plans of care, and clinical progress notes completed by non-licensed staff.
 - Tri-annual chart audits to ensure proper filing and to check for document signatures, documentation, timely completion, and general file health.
 - PURQC updates and yearly service utilization review which includes client eligibility, medical necessity, needs assessment, plan progress, and to analyze and discuss service modality and frequency.
- C. Urban Services mental health program staff members aim to meet the needs of our clients in a culturally sensitive manner and are careful to discuss openly the concerns that arise out of working within the social services sector in a greatly diverse urban community. When services needs are indicated in a language other than what is available by our staff at the time of receiving a referral, it is Urban Services policy to ensure the proper referral is made to an agency who can meet language need. If no openings are found, advocacy and case management is maintained with our family until services can be found in order to ensure that families do not “fall through the crack” and add to the unfair access disparity between dominant culture families and our families who speak other languages in the home.
- D. Yearly client satisfaction surveys are disseminated each May and the results returned to us by BHS and added into our contract performance scores. These results are shared with staff and each fall a special staff meeting is designated for addressing the feedback given by our program participants. Furthermore, policy and protocols are adjusted accordingly to reflect programmatic changes discussed and agreed upon by our agency in order to continuously better our program and meet the needs our clients in the way that works best for them.
- E. Every CANS assessment created by our staff is reviewed carefully by clinical supervisors to ensure quality information reporting. Monthly “Superuser” support calls are attended by the program director and each year BHS administration compiles and delivers to us a data report on treatment progress. The report is designed to analyze client progress on each scoring item over time between Initial CANS assessment and the subsequent reassessments and closing CANS. It is this pivotal report that is shared with staff and the results analyzed in order to roughly identify what our agency appears to be doing well and what we may need to work on improving. The results of last year indicated that our clients were not showing marked improvement on anger control skills from the time of initial CANS assessment and their subsequent reassessment eight months later. Scheduled training subject matter was adjusted to reflect this possible need in improved service delivery focus and competency.

**Appendix B
Calculation of Charges**

1. Method of Payment

A. 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. Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner

(1) For contracted services reimbursable by Fee for Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

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

(2) For contracted services reimbursable by Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

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

B. Final Closing Invoice

(1) For contracted services reimbursable by 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) For contracted services reimbursable by 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. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY.

D. Upon the effective date of this Agreement, and contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and Mental Health Service Act (Prop 63) portions 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:

Appendix B-1 Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$296,469** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

C. 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.

D. The amount for each fiscal year, 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 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.

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation 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 Section 3.7 section of this Agreement.

(1). Estimated Funding Allocations

Contract Period		Estimated Allocation	
July 1, 2018	through	June 30, 2019	\$ 1,191,453
July 1, 2019	through	June 30, 2020	\$ 1,372,629
July 1, 2020	through	June 30, 2021	\$ 1,462,589
FY 20-21 CODB & MCO one-time funding (DV)			\$ 38,839
July 1, 2021	through	June 30, 2022	\$ 1,331,699
July 1, 2022	through	June 30, 2023	\$ 1,749,830
July 1, 2023	through	June 30, 2024	\$ 1,048,263
July 1, 2024	through	June 30, 2025	\$ 615,400
July 1, 2025	through	June 30, 2026	\$ 806,683
July 1, 2026	through	June 30, 2027	\$ 827,960
July 1, 2027	through	June 30, 2028	\$ 835,936
Subtotal			\$ 11,281,280
Contingency (January 1, 2026 to June 30, 2028)			\$ 296,469
Contract Not-to Exceed Amount			\$ 11,577,751

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 00146							Appendix B, Page 1
Legal Entity Name/Contractor Name YMCA of San Francisco – Urban Services							Fiscal Year 2025-2026
Contract ID Number 1000010841							Funding Notification Date 08/26/25
Appendix Number	B-1	B-#	B-#	B-#	B-#	B-#	
Provider Number	38BV3						
Program Name	EPSDT						
Program Code	38BV3						
Funding Term	7/1/25-6/30/26						
FUNDING USES							TOTAL
Salaries	\$ 442,388						\$ 442,388
Employee Benefits	\$ 124,254						\$ 124,254
Subtotal Salaries & Employee Benefits	\$ 566,642	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 566,642
Operating Expenses	\$ 134,822						\$ 134,822
Subtotal Direct Expenses	\$ 701,464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 701,464
Indirect Expenses	\$ 105,220						\$ 105,220
Indirect %	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 806,683	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 806,683
						Employee Benefits Rate	28.4%
BHS MENTAL HEALTH FUNDING SOURCES							
MH CYF Fed SDMC FFP (50%)	\$ 281,046						\$ 281,046
MH CYF State 2011 PSR-EPSDT	\$ 281,047						\$ 281,047
MH CYF County General Fund	\$ 201,213						\$ 201,213
MH CYF COUNTY ERMHS General Fund	\$ 43,377						\$ 43,377
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 806,683	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 806,683
TOTAL DPH FUNDING SOURCES	\$ 806,683	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 806,683
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 806,683	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 806,683
Prepared By	Becky Chen			Phone Number	415 452 7574		

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

DHCS Legal Entity Number 00146		Appendix Number B-1				
Provider Name YMCA of San Francisco – Urban Services		Page Number 2				
Provider Number 38BV3		Fiscal Year 2025-2026				
Contract ID Number 1000010841		Funding Notification Date 08/26/25				
Program Name	EPSDT					
Program Code	38BV3					
Mode (MH) or Modality (SUD)	15					
Service Description	Outpatient Services					
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/25-6/30/26					
FUNDING USES					TOTAL	
Salaries & Employee Benefits	\$ 566,642	\$ -	\$ -		\$ 566,642	
Operating Expenses	\$ 134,822	\$ -	\$ -		\$ 134,822	
Subtotal Direct Expenses	\$ 701,464	\$ -	\$ -	\$ -	\$ 701,464	
Indirect Expenses	\$ 105,220				\$ 105,220	
Indirect %	15.0%	0.0%	0.0%	0.0%	15.0%	
TOTAL FUNDING USES	\$ 806,683	\$ -	\$ -	\$ -	\$ 806,683	
BHS MENTAL HEALTH FUNDING SOURCES						
MH CYF Fed SDMC FFP (50%)	\$ 281,046				\$ 281,046	
MH CYF State 2011 PSR-EPSDT	\$ 281,047				\$ 281,047	
MH CYF County General Fund	\$ 201,213				\$ 201,213	
MH CYF COUNTY ERMHS General Fund	\$ 43,377				\$ 43,377	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 806,683	\$ -	\$ -	\$ -	\$ 806,683	
TOTAL DPH FUNDING SOURCES	\$ 806,683	\$ -	\$ -	\$ -	\$ 806,683	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	806,683	-	-	-	806,683	
BHS UNITS OF SERVICE AND UNIT COST						
Payment Method	Outpatient Blended Rate (FFS)					
Unduplicated Clients (UDC)	111					
DPH Units of Service	2,099.44					
Unit Type	Hours	0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 384.24	\$ -	\$ -	\$ -	Total UDC	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 384.24	\$ -	\$ -	\$ -	111.00	

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1E+09
 Program Name EPSDT
 Program Code 38BV3

Appendix Number B-1
 Page Number 3
 Fiscal Year 2025-2026
 Funding Notification Date 08/26/25

Position Title (List all staffing including intern/trainee staff who are not part of budget but contributing to units of	Practitioner Type (Select Non Billing provider if the position is not expected to bill this period)	TOTAL		251962-10000-10001670-0001	
Funding Term		(07/01/25-06/30/26):		(07/01/25-06/30/26):	
Position Title	Practitioner Type (Select from Drop Down)	FTE	Salaries	FTE	Salaries
Head of Services	Non Billing Staffing	0.00	\$ 6,450.00		\$ 6,450.00
Director of Mental Health	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.60	\$ 80,937.00	0.60	\$ 80,937.00
Clinical Supervisor	Non Billing Staffing	0.08	\$ 2,873.00	0.08	\$ 2,873.00
Clinical Supervisor	Non Billing Staffing	0.13	\$ 7,325.00	0.13	\$ 7,325.00
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.50	\$ 37,981.00	0.50	\$ 37,981.00
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.50	\$ 38,633.00	0.50	\$ 38,633.00
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.60	\$ 44,235.00	0.60	\$ 44,235.12
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.50	\$ 34,199.00	0.50	\$ 34,198.58
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.65	\$ 31,036.00	0.65	\$ 31,036.20
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.50	\$ 35,742.00	0.50	\$ 35,742.00
Mental Health Clinician	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	0.50	\$ 35,742.00	0.50	\$ 35,742.00
Administrative Coordinator	Non Billing Staffing	0.50	\$ 33,091.00	0.50	\$ 33,090.64
Documentation Specialist/QA Manager	Non Billing Staffing	0.60	\$ 54,144.00	0.60	\$ 54,144.42
Trainee #1	Non Billing Staffing	0.00	\$ -	0.13	\$ -
Trainee #2	Non Billing Staffing	0.13	\$ -	0.13	\$ -
Trainee #3	Non Billing Staffing	0.13	\$ -	0.13	\$ -
Trainee #4	Non Billing Staffing	0.13	\$ -	0.13	\$ -
Trainee #5	Non Billing Staffing	0.13	\$ -	0.13	\$ -
Trainee #6	Non Billing Staffing	0.13	\$ -	0.13	\$ -
Trainee #7	Non Billing Staffing	0.13	\$ -	0.13	\$ -
Trainee #8	Non Billing Staffing	0.13	\$ -	0.13	\$ -
Totals:		6.54	\$ 442,388.00	6.66	\$ 442,387.96
Employee Benefits:		28%	\$ 124,253.87	28.09%	\$ 124,253.87
TOTAL SALARIES & BENEFITS			\$ 566,642.00		\$ 566,642.00

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number <u>1000010841</u>	Appendix Number <u>B-1</u>
Program Name <u>EPSDT</u>	Page Number <u>4</u>
Program Code <u>38BV3</u>	Fiscal Year <u>2025-2026</u>
	Funding Notification Date <u>08/26/25</u>

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001
Funding Term	(07/01/25-06/30/26):	(07/01/25-06/30/26):
Rent	\$ 36,000.00	\$ 36,000.00
Utilities (telephone, electricity, water, gas)	\$ 11,340.00	\$ 11,340.00
Building Repair/Maintenance	\$ -	
Occupancy Total:	\$ 47,340.00	\$ 47,340.00
Office Supplies	\$ 1,800.00	\$ 1,800.00
Photocopying	\$ -	
Program Supplies	\$ 5,814.00	\$ 5,814.00
Computer Hardware/Software	\$ 11,500.00	\$ 11,500.00
Materials & Supplies Total:	\$ 19,114.00	\$ 19,114.00
Training/Staff Development	\$ 12,000.00	\$ 12,000.00
Insurance	\$ 8,067.00	\$ 8,066.83
Professional License	\$ 1,700.00	\$ 1,700.00
Permits	\$ -	
Equipment Lease & Maintenance	\$ 3,063.00	\$ 3,063.00
General Operating Total:	\$ 24,830.00	\$ 24,830.00
Local Travel	\$ 15,152.00	\$ 15,151.89
Out-of-Town Travel	\$ -	
Field Expenses	\$ -	
Staff Travel Total:	\$ 15,152.00	\$ 15,152.00
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -	
	\$ -	
Consultant/Subcontractor Total:	\$ -	\$ -
Other (provide detail):	\$ -	
Stipends for Graduate Interns	\$ 8,386.00	\$ 8,386.00
Language Line Interpretation	\$ 20,000.00	\$ 20,000.00
Other Total:	\$ 28,386.00	\$ 28,386.00
TOTAL OPERATING EXPENSE	\$ 134,822.00	\$ 134,822.00

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name YMCA of San Francisco – Urban Services Page Number 5

Contract ID Number 1000010841 Fiscal Year 2025-2026

Funding Notification Date 8/26/25

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Executive Director	0.08	\$ 11,797.38
Director of Accounting Processes	0.13	\$ 17,696.07
Director of Grant Administration	0.16	\$ 15,729.84
Director of Risk & Legal	0.05	\$ 7,340.59
Director of People Operations	0.05	\$ 6,554.10
Controller	0.05	\$ 9,437.90
Accounting Manager	0.07	\$ 7,864.92
Revenue Accountant	0.07	\$ 4,587.87
Subtotal:	0.66	\$ 81,009.00
Employee Benefits:	29.9%	\$ 24,211.00
Total Salaries and Employee Benefits:		\$ 105,220.00

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Total Operating Costs	\$ -
Total Indirect Costs	\$ 105,220.00

BUDGET JUSTIFICATION

Contract ID Number

Contractor Name

Program Name

Appendix Number

B1-6

Fiscal Year

01/00/00

1a) SALARIES

Staff Position 1:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 2:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 3:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 4:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 5:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Staff Position 6:					
Brief description of job duties:					
Minimum qualifications:					
Annual Salary:	Level of Effort	# Months per Year:	Annualized (if less than 12 months):	FTE	Amount
			0.00	0.00	\$ -

Total FTE: -

Total Salaries: \$ -

1b) EMPLOYEE BENEFITS:

** A benefit expense may be added or deleted to reflect the composition of the agency's employee benefits.*

Amount

Social Security	
-----------------	--

Medicare	
Unemployment Insurance	
Worker's Compensation	
Health and Dental	
Retirement	
Paid Time Off	
Other (specify)	
Other (specify)	
Total Fringe Benefit:	-

Fringe Benefit %: 0%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:	-
---	---

2) OPERATING EXPENSES:

Occupancy: _____

Expense Item	Brief Description	Rate	Amount

Total Occupancy: -

Materials & Supplies: _____

Expense Item	Brief Description	Rate	Amount

Total Materials & Supplies: -

General Operating: _____

Expense Item	Brief Description	Rate	Amount

Total General Operating: -

Staff Travel: _____

Purpose of Travel	Location	Expense Item	Rate	Amount

Total Staff Travel: -

Consultants/Subcontractors: _____

Consultant/Subcontractor Name	Service Description	Rate	Amount

			Total Consultants/Subcontractors:	-
--	--	--	--	---

Other: _____

Expense Item	Brief Description	Rate	Amount
Total Other:			-

TOTAL OPERATING EXPENSES:	-
----------------------------------	---

3) CAPITAL EXPENSES: *(Remodeling cost or purchase of \$5,000 or more per unit)*

Capital Expense Item	Brief Description	Amount

TOTAL CAPITAL EXPENSES:	-
--------------------------------	---

TOTAL DIRECT EXPENSES:	-
-------------------------------	---

4) INDIRECT EXPENSES

Describe method and basis for Indirect Cost Allocation.	Amount

Indirect Rate:	0%
TOTAL INDIRECT EXPENSES:	-

TOTAL EXPENSES:	-
------------------------	---

Provider Name
Program Name

Attachment 1
00/00/0000 - 00/00/0000
Funding Source

Contractor / Provider	Provider Name	YMCA of San Francisco – Urban Services	Contract ID	1000010841
Total Funding Amount / Fiscal Year	Funding Amount	\$ 806,683	Fiscal Year	2025-2026
Address / Phone	415-452-7574			
Contact Person	Becky Chen			

Program Name	EPSDT		
Appendix Number	B-1	A-# / B-#	A-# / B-#
Program/ Appendix Funding Amount	\$806,683	Program/ Appendix Funding Amount	Program/ Appendix Funding Amount
Funding Term	2025-2026	Funding Term	Funding Term
	UOS	UDC	
Name of Mode (MH) or Modality (SUD)	15		Name of Mode (MH) or Modality (SUD)
41 service hours per week average x 51 weeks	\$806,683/\$384.24	2,099.44	111
		Write UOS formula calculation	Write UOS formula calculation

Target Population

Age: Youth and their families ages 4-18
 Neighborhood: San Francisco city wide. Vast majority of clients live in Bayview, Potrero Hill and the Western Addition.
 Gender: all
 Economic Status: low income, general assistance, unemployed
 Ethnic Background, in order of client population size in this program: African American, Latino, Pacific Islander, Asian, White, multiracial.
 Languages: Primarily English and Spanish

Description of Services

We will provide mental health services and comprehensive clinical case management services to youth and their families. Most of our services will be offered in-person on school campuses and at our agency site, however some virtual services will be maintained with a minority of clients who prefer virtual platform or due to other circumstances must remain virtual for the time being

Appendix D
SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT
(SAA)

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Attachment 1 to SAA - System Specific Requirements

TERMS AND CONDITIONS

The following terms and conditions govern Third Party access to San Francisco Department of Public Health (“Department” and/or “City”) Computer Systems. Third Party access to Department Computer Systems and Department Confidential Information is predicated on compliance with the terms and conditions set forth herein.

SECTION 1 - “THIRD PARTY” CATEGORIES

1. **Third Party In General:** means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor’s employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.
2. **Treatment Provider:** means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.
3. **Education Institution:** means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.
4. **Health Insurer:** means an entity seeking access to provide health insurance or managed care services for Department patients.

SECTION 2 - DEFINITIONS

1. **“Agreement”** means an Agreement between the Third Party and Department that necessitates Third Party’s access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.
2. **“Department Computer System”** means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.
3. **“Department Confidential Information”** means information contained in a Department Computer System, including identifiable protected health information (“PHI”) or personally identifiable information (“PII”) of Department patients.
4. **“Third Party”** and/or **“Contractor”** means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.
5. **“User”** means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party’s employees, students/trainees, agents, and subcontractors.

SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility.** Third Party is responsible for its work force and each Third Party User’s compliance with these Third Party System Access Terms and Conditions.
2. **Limitations on Access.** User’s access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

3. **Qualified Personnel.** Third Party and Department (i.e., training and onboarding) shall ensure that Third Party Users are qualified to access a Department Computer System.

4. **Remote Access/Multifactor Authentication.** Department may permit Third Party Users to access a Department Computer System remotely. Third Party User shall use Department's multifactor authentication solution when accessing Department systems remotely or whenever prompted.

5. **Issuance of Unique Accounts.** Department will issue a unique user account for each User of a Department Computer System. Third Party User is permitted neither to share such credentials nor use another user's account.

6. **Appropriate Use.** Third Party is responsible for the appropriate use and safeguarding of credentials for Department Computer System access issued to Third Party Users. Third Party shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, download, transfer, read, use, or disclose Department Confidential Information other than for the use category described in Section 1 – "Third Party" Categories.

7. **Notification of Change in Account Requirements.** Third Party shall promptly notify Department via Third Party's Report for DPH Service Desk (dph.helpdesk@sfdph.org in the event that Third Party or a Third Party User no longer has a need to use Department Computer Systems(s), or if the Third Party User access requirements change. Such notification shall be made no later than one (1) business day after determination that use is no longer needed or that access requirements have changed.

8. **Assistance to Administer Accounts.** The Parties shall provide all reasonable assistance and information necessary for the other Party to administer the Third Party User accounts.

9. **Security Controls.** Third Party shall appropriately secure Third Party's computing infrastructure, including but not limited to computer equipment, mobile devices, software applications, and networks, using industry standard tools to reduce the threat that an unauthorized individual could use Third Party's computing infrastructure to gain unauthorized access to a Department Computer System. Third Party shall also take commercially reasonable measures to protect its computing infrastructure against intrusions, viruses, worms, ransomware, or other disabling codes. General security controls include, but are not limited to:

a **Password Policy.** All users must be issued a unique username for accessing City Data. Third Party must maintain a password policy based on information security best practices as required by 45 CFR § 164.308 and described in NIST Special Publication 800-63B.

b **Workstation/Laptop Encryption.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must be configured with full disk encryption using a FIPS 140-2 certified algorithm.

c **Endpoint Protection Tools.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must maintain a current installation of comprehensive anti-virus, anti-malware, anti-ransomware, desktop firewall, and intrusion prevention software with automatic updates scheduled at least daily.

d **Patch Management.** To correct known security vulnerabilities, Third Party shall install security patches and updates in a timely manner on all Third Party-owned workstations, laptops, tablets, smart phones, and similar devices that access Department Computer Systems based on Third Party's risk assessment of such patches and updates, the technical requirements of Third Party's computer systems, and the vendor's written recommendations. If patches and

updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.

e **Mobile Device Management.** Third Party shall ensure both corporate-owned and personally owned mobile devices have Mobile Device Management (MDM) installed. Given the prevalence of restricted data in Third Party's environment, all mobile devices used for Third Party's business must be encrypted. This applies to both corporate-owned and privately-owned mobile devices. At a minimum, the MDM should: Enforce an entity's security policies and perform real-time compliance checking and reporting; Enforce strong passwords/passcodes for access to mobile devices; Perform on-demand remote wipe if a mobile device is lost or stolen; Mandate device encryption.

10. **Auditing Accounts Issued.** Department reserves the right to audit the issuance and use of Third Party User accounts. To the extent that Department provides Third Party with access to tools or reports to audit what Department Confidential Information a Third Party User has accessed on a Department Computer System, Third Party must perform audits on a regular basis to determine if a Third Party User has inappropriately accessed Department Confidential Information.

11. **Assistance with Investigations.** Third Party must provide all assistance and information reasonably necessary for Department to investigate any suspected inappropriate use of a Department Computer Systems or access to Department Confidential Information. The Department may terminate a Third Party' User's access to a Department Computer System following a determination of inappropriate use of a Department Computer System.

12. **Inappropriate Access, Failure to Comply.** If Third Party suspects that a Third Party User has inappropriately accessed a Department Computer System or Department Confidential Information, Third Party must immediately, and within no more than one (1) business day, notify Department.

13. **Policies and Training.** Third Party must develop and implement appropriate policies and procedures to comply with applicable privacy, security and compliance rules and regulations. Third Party shall provide appropriate training to Third Party Users on such policies. Access will only be provided to Third Party Users once all required training is completed.

14. **Third Party Data User Confidentiality Agreement.** Before Department Computer System access is granted, as part of Department's compliance, privacy, and security training, each Third Party User must complete Department's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

15. **Corrective Action.** Third Party shall take corrective action upon determining that a Third Party User may have violated these Third Party System Access Terms and Conditions.

16. **No Technical or Administrative Support.** Except as provided herein or otherwise agreed, the Department will provide no technical or administrative support to Third Party or Third Party User(s) for Department Computer System access; provided, however, that the foregoing does not apply to technical or administrative support necessary to fulfill Third Party's contractual and/or legal obligations, or as required to comply with the terms of this Agreement.

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

1. **Permitted Access, Use and Disclosure.** Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).

2. **Redisclosure Prohibition.** Treatment Providers may not redisclose Department Confidential Information, except as otherwise permitted by law.

3. **HIPAA Security Rule.** Under the HIPAA Security Rule, Treatment Providers must implement safeguards to ensure appropriate protection of protected/electronic health information (PHI/EHI), including but not limited to the following:

- a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;
- b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;
- c) Protect against reasonably anticipated, impermissible uses or disclosures; and
- d) Ensure compliance by their workforce.

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

1. **Education Institution is Responsible for its Users.** Education Institutions shall inform Education Institution Users (including students, staff, and faculty) of their duty to comply with the terms and conditions herein. Department shall ensure that all Education Institution Users granted access to a Department Computer System shall first successfully complete Department’s standard staff training for privacy and compliance, information security and awareness, and software-application specific training before being provided User accounts and access to Department Computer Systems.

2. **Tracking of Training and Agreements.** Department shall maintain evidence of all Education Institution Users (including students, staff, and faculty) having successfully completed Department’s standard staff training for privacy and compliance and information security and awareness. Such evidence shall be maintained for a period of five (5) years from the date of graduation or termination of the Third Party User’s access.

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

1. **Permitted Access, Use and Disclosure.** Health Insurers and Health Insurer Users may access Department Confidential Information only as necessary for payment processing and audits, including but not limited to quality assurance activities, wellness activities, care planning activities, and scheduling.

2. **Member / Patient Authorization.** Before accessing, using, or further disclosing Department Confidential Information, Health Insurers must secure all necessary written authorizations from the patient / member or such individuals who have medical decision-making authority for the patient / member.

SECTION 7 - DEPARTMENT’S RIGHTS

1. **Periodic Reviews.** Department reserves the right to perform regular audits to determine if a Third Party’s access to Department Computer Systems complies with these terms and conditions.

2. **Revocation of Accounts for Lack of Use.** Department may revoke any account if it is not used for a period of ninety (90) days.

3. **Revocation of Access for Cause.** Department and Third Party reserves the right to suspend or terminate a Third Party User’s access to Department Computer Systems at any time for cause, i.e., the Parties determined that a Third-Party User has violated the terms of this Agreement and/or Applicable law.

4. **Third Party Responsibility for Cost.** Each Third Party is responsible for its own costs incurred in connection with this Agreement or accessing Department Computer Systems.

SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

1. **Data Breach Discovery.** Following Third Party's discovery of a breach of City Data disclosed to Third Party pursuant to this Agreement, Third Party shall notify City in accordance with applicable laws. Third Party shall:

- i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

2. **Investigation of Breach and Security Incidents.** To the extent a breach or security system is identified within Third Party's System that involves City Data provided under this Agreement, Third Party shall investigate such breach or security incident. For the avoidance of doubt, City shall investigate any breach or security incident identified within the City's Data System. To the extent of Third Party discovery of information that relates to the breach or security incident of City Data, Third Party User shall inform the City of:

- i. the City Data believed to have been the subject of breach;
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;
- iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

3. **Written Report.** To the extent a breach is identified within Third Party's System, Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.

4. **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach

5. **Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

6. **Media Communications.** The Parties shall together determine any communications related to a Data Breach.

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

**A. Attachment 1 to SAA
System Specific Requirements**

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

A. Department Care Link Requirements:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
2. Compliance with Epic Terms and Conditions.
 - a) Third Party 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 Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department 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 Department Epic through Epic Hyperspace the following terms shall apply:

B. Department Epic Hyperspace:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.
2. Application For Access and Compliance with Epic Terms and Conditions.
 - a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party 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 notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to Department myAvatar the following terms shall apply:

A. Department myAvatar

1. Connectivity.

- a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

2. Information Technology (IT) Support.

- a. Third Party 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. Applicants must complete the myAvatar Account Request Form found at
https://www.sfdph.org/dph/files/CBHSDocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- c. All licensed, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

I. For Access to Department Epic through OutReach

A. Department OutReach Requirements:

1. Connectivity.

- d) Third Party Responsibility: The Third Party is required to obtain and maintain an active internet connection and necessary equipment in compliance with the specifications provided by both Epic and the Department.
- d) Technical Equipment Changes: The specifications for accessing OutReach may be updated over time. Third Party must ensure their equipment and software align with these specifications and bear any related costs.
- d) Equipment Ownership: Access to the system by Third Party Data Users must occur exclusively through equipment owned, leased, and maintained by the Third Party.
- d) Equipment Purchase: Compatible equipment required for use with OutReach is the responsibility of the Third Party.

2. Compliance with Epic Terms and Conditions

- a) Obligations: The Third Party will access and use the system strictly according to Epic's Terms and Conditions. Data Users must electronically accept these terms during their initial login to OutReach.

3. Epic-Provided Terms and Conditions

- a) Usage Rules: Basic rules are provided by Epic that apply when using the Epic OutReach account. These include:

- a. Purpose of Use: Access to Epic OutReach is intended to facilitate care for shared patients, manage referral data, or further legitimate business interests with respect to data from an Epic customer's system.
- b. Restrictions: Users are prohibited from using Epic OutReach to develop similar software to EpicCare Link. Additionally, account information must not be shared with individuals outside the organization.

City and County of San Francisco
Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement by and between the City and County of San Francisco, a Hybrid Entity designated under HIPAA, referred herein as the Covered Entity (“CE”), and Young Men's Christian Association of San Francisco dba YMCA of San Francisco (“Contractor”), the Business Associate (“BA”), dated January 1, 2026 (the “Agreement”).

RECITALS

A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose, allow access to, or allow collection of 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 and this BAA, 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 are committed to complying with all federal and state laws governing the confidentiality, privacy, and security of health information disclosed to BA pursuant to the Agreement, including, but not limited to the Standards for PHI under 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 with respect to health information, mental health information, and substance use treatment information, 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”), and 42 CFR Part 2.

D. CE is required to enter into an agreement 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 (“CFR”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose to BA, or allow BA to create, collect, use, access, maintain, or transmit for or on CE’s behalf, certain identifiable health information. The parties desire to enter into this BAA to permit BA to disclose, create, collect, use, access, maintain, or transmit such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding regulations.

1. Definitions. For purposes of this BAA, the Parties agree that each term below and any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the HIPAA Rules (as defined below), and as each may be amended from time to time.

- a. **Breach** means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
- b. **Breach Notification Rule** means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
- c. **Business Associate** means 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, as defined in 45 CFR §160.103.
- d. **Covered Entity** has the meaning given to such term under the Privacy Rule and the Security Rule, including 45 CFR §160.103.
- e. **Data Aggregation** means the combining of PHI by the BA with the PHI received by the BA in its capacity as a BA of one or more other covered entity, to permit data analyses that relate

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to the Health Care Operations of the respective covered entities, and the meaning given to such term in 45 CFR §164.501.

- f. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including 45 C.F.R. Section 164.501.
- g. **Electronic PHI or ePHI** means any PHI maintained or transmitted by electronic media as defined in 45 CFR §160.103.
- h. **Health Care** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- i. **Health Care Component** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- j. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.
- k. **HIPAA Rules** means the Privacy, Security, Breach Notification, and Enforcement Rules set forth in 45 CFR Part 160 and Part 164.
- l. **Hybrid Entity** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- m. **Privacy Rule** means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- n. **Protected Health Information or PHI** has the meaning given to such term under the Privacy Rule, including 45 CFR §§160.103 and 164.501, limited to the information created, maintained, stored, transmitted, or received by BA from or on behalf of CE, or another BA of CE.
- o. **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 as defined in the Security Rule, including 45 CFR §164.304.
- p. **Security Rule** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
- q. **Unsecured PHI** has the meaning given to such term under 42 U.S.C. §17932(h) and 45 CFR §164.402.

2. Obligations of Business Associate.

a. 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 fifteen (15) calendar days of a written request by CE.

b. Permitted Uses and Disclosures. BA may use, access, and/or disclose PHI 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 may use, access, and/or disclose PHI 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 (see 45 CFR §§164.502, 164.504(e)(2), and 164.504(e)(4)(i)). If BA discloses PHI to a third party, if the disclosure is required by law, or otherwise BA must obtain, prior to making such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (ii) an agreement from this third party to notify BA

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immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

c. Prohibited Uses and Disclosures. BA will not use, access, or disclose PHI other than as permitted or required by the Agreement, this BAA, and under the Privacy Rule, or as required by law. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted under 42 U.S.C. §17935(d)(2), and, 45 CFR §164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided under the Agreement.

d. Appropriate Safeguards. BA will use appropriate safeguards to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and 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 under the Security Rule, including, but not limited to, 45 CFR §§164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA will comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 CFR §164.316, and 42 U.S.C. §17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. §17934(c).

e. Agreements with Subcontractors and Agents. BA will ensure that any of its agents and subcontractors that have access to, or which create, receive, maintain or transmit PHI for or 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.c. above (see 45 CFR §§164.504(e)(2) through (e)(5), and 164.308(b)). BA must mitigate the effects of any such violation.

f. Accounting of Disclosures. BA will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). BA will also make available information related to such disclosures as would be required for CE to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, BA will furnish CE the following with respect to any covered disclosures by BA: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

i. BA will furnish to CE information collected in accordance with this Section 2(e), within ten business days after written request by CE, to permit CE to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that CE elects to provide an individual with a list of its business associates, BA will provide an accounting of its disclosures of PHI upon request of the individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

ii. In the event an individual delivers the initial request for an accounting directly to BA, BA will forward such request to Covered Entity within ten (10) business days of receipt.

g. Access to PHI by Individuals. Upon request, BA agrees to provide CE copies of the PHI maintained by BA in a Designated Record Set in the time and manner designated by CE to enable CE to respond to an individual's request for access to PHI under 45 CFR §164.524. In the event any individual or personal representative requests access to the individual's PHI directly from BA, BA will forward that request to CE within ten (10) business days. Any disclosure of, or decision not to disclose, the PHI requested by an individual or a personal representative and compliance with the requirements applicable to an individual's right to obtain access to PHI shall be the sole responsibility of CE.

h. Amendment of PHI. Upon request and instruction from CE, BA will amend PHI or a record about an individual in a Designated Record Set that is maintained by, or otherwise within the

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possession of, BA as directed by CE in accordance with procedures established by 45 CFR §164.526. Any request by CE to amend such information will be completed by BA within fifteen (15) business days of CE's request. If an individual request an amendment of PHI directly from BA or its agents or subcontractors, BA must forward any such request to CE within ten (10) business days. Any amendment of, or decision not to amend, the PHI or record as requested by an individual and compliance with the requirements applicable to an individual's right to request an amendment of PHI will be the sole responsibility of CE.

i. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining CE's or BA's compliance with HIPAA and this BAA.

j. Minimum Necessary. BA, its agents and subcontractors shall request, use, access, and disclose only the minimum amount of PHI necessary to accomplish the intended purpose of such use, access, or disclosure, or request. (see 42 U.S.C. Section 17935(b) and 45 CFR §164.514(d)).

k. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information provided by CE to BA or created, received, maintained or transmitted by BA or BA's agents or subcontractors under the Agreement, including any and all forms thereof.

l. Notification of Suspected or Actual Breach. BA shall notify CE within five (5) calendar days of any breach of PHI; any use or disclosure of PHI not permitted by the Agreement or this BAA; any Security Incident (except as otherwise provided below) related to PHI, 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 PHI 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 prompt corrective action to cure any deficiencies and 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)]

i. Unsuccessful Security Incident Attempts: The Parties acknowledge and agree that this Section constitutes notification by BA to CE of the ongoing existence and occurrence of attempted Security Incidents that do not result in and/or that BA does not anticipate will result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (including, for example, pings on BA's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses). Unless requested by CE, no further notification of unsuccessful Security Incident attempts is required.

ii. Successful Security Incident Attempts: BA must notify the City within five (5) calendar days of any Security Incident attempt that results in, or that BA anticipates may result in, unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (such as continuous and/or persistent Security Incident attempts or a suspicious pattern of Security Incident attempts).

iii. Written Request for Security Incident Report: Upon CE's request, BA must provide CE a written Security Incident Report that: (a) identifies the categories of Security Incident

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attempts; (b) indicates whether BA believes its current defensive security measures are adequate to address Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures BA will implement to address security inadequacies.

m. 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 Agreement 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.

n. Audits, Inspection and Enforcement. Within ten (10) calendar days of a request by CE, BA will provide CE with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other similar mutually agreed upon independent standards-based third-party audit report. CE agrees not to re-disclose BA's audit report. If BA does not have such a report, BA will allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether BA has complied with this BAA or maintains adequate security safeguards. BA shall notify CE within five (5) business days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal data privacy or security-enforcement government entity.

3. Termination.

a. Material Breach. A breach by BA, or BA's agent or subcontractor, of any obligations under 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 CFR §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 BA has been joined.

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all PHI that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such PHI. 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. §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.

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Business Associate Agreement

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of PHI in accordance with the HIPAA Regulations and the HITECH Act including, 42 U.S.C. §17934(c).

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

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) calendar 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. Litigation or Administrative Proceedings.

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Agreement or this BAA, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

6. No Third-Party Beneficiaries.

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

7. Interpretation.

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy of health information. The parties agree that any ambiguity in the terms of this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy of health information.

File 260076: Contract Amendment



**YMCA of San Francisco:
Mental Health Services to Children, Youth, and Families**

February 25, 2026

**Farahnaz Farahmand, Ph.D.
Director, Children, Youth & Families System of Care
Behavioral Health Services**

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

Overview of Contract Amendment #2



- **Contractor:** YMCA of San Francisco
- **Contract Amendment Amount:** \$1,590,148
 - **Not-to-Exceed Amount:** \$11,577,75
- **Timeline:** Total term of January 1, 2018, through June 30, 2028
 - Extends contract term by 1 year
- **Contract Summary:** Provides Outpatient Specialty Mental Health Services to children, youth, and families; and Educationally Related Mental Health Services (ERMHS) on behalf of the San Francisco Unified School District (SFUSD). The annual award amount for the FY 25-26 is \$806,683. This includes 111 unduplicated clients per year.



Conclusion

DPH agrees with the BLA recommendations and respectfully requests approval of this item.

Thank you!

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

Agreement between the City and County of San Francisco and

**YMCA of San Francisco
Contract ID: 1000010841**

This Agreement is made this 1st day of January, 2018, in the City and County of San Francisco, State of California, by and between YMCA of San Francisco, 1426 Fillmore Street, Suite 204, San Francisco, CA 94115, non-profit entity, ("Contractor") and City.

Recitals

WHEREAS, the Department of Public Health ("Department") wishes to provide Mental Health and Substance Use Disorder Prevention Services to children and the youth; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Qualifications (RFQ 17-2016) issued on July 20, 2016 and Request for Proposals (RFP 1-2017) issued on March 24, 2017 and, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract numbers PSC 46987-16/17 on June 19, 2017 and PSC 44670-16/17 on June 19, 2017;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

1.4 "Contractor" or "Consultant" means YMCA of San Francisco, 1426 Fillmore Street, Suite 204, San Francisco, CA 94115.

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

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

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

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

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

Article 2 Term of the Agreement

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

Article 3 Financial Matters

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

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

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City

representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 **Compensation.**

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 Agreement exceed **Five Million Eight Hundred Thirty-Five Thousand, Nine Hundred Eleven Dollars (\$5,835,911)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

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

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

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

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

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

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.3.7 Federal and/or State Funded Contracts.

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

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix J. To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

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

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

If Contractor expends less than \$750,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in

the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

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

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

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

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

Article 4 Services and Resources

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

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

4.3 **Subcontracting.**

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

4.3.2 Contractor will not employ subcontractors.

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

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

4.4.2 **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by

Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

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

4.7 **Reserved. Liquidated Damages.**

Article 5 Insurance and Indemnity

5.1 **Insurance.**

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

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

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

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

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

(e) Blanket Fidelity Bond (Commercial Blanket Bond): Limits in the amount of the Initial Payment included under this Agreement covering employee theft of money written with a "per loss" limit.

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

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

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

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

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

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

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

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

5.1.8 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.

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

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be

imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information	13.3	Business Associate Agreement

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

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

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

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset

from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

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

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

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

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

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

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

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

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

Article 10 Additional Requirements Incorporated by Reference

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

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

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

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements**

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

Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

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

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

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

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

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

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) [or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved].

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the

furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

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

10.13 **Working with Minors.** In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control.

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

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

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall

not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

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

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

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

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

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

Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 1380 Howard Street, 4 th Floor Room 420C San Francisco, California 94103	Tel: (415) 255-3636 e-mail: april.monegas@sfdph.org
And:	April J. Crawford, Program Manager Contract Development and Technical Assistance 1380 Howard Street, 5 th Floor San Francisco, CA 94103	Tel: (415) 255-3931 e-mail: april.j.crawford@sfdph.org
To CONTRACTOR:	Evelyn Daskalakis YMCA of San Francisco 1426 Fillmore Street, Suite 204 San Francisco, CA 94115	Tel: (415) 674-0880 e-mail: EDaskalakis@ymcasf.org

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

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

11.3 **Reserved.**

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

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

11.6 **Dispute Resolution Procedure.**

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

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

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

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

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

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

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

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

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

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, any RFPs, and any Contractor's proposals. RFPs and Contractor's proposals are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

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

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

12.3 Certification Regarding Lobbying.

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

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

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

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

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12.4 **Materials Review.**

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

12.5 **Emergency Response.**

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

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

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

13.3 Business Associate Agreement.

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

The parties acknowledge that CONTRACTOR will:

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. **NOT do any of the activities listed above in subsection 1;**

Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

Appendix E and attestations are not required.

This option requires review and approval from the Office of Compliance and Privacy Affairs.

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

Article 14 MacBride And Signature

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

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

CITY

CONTRACTOR

Recommended by:

YMCA of San Francisco

Greg Wagner 12/31/18
Date
Greg Wagner
Acting Director of Health
Department of Public Health

Evelyn Daskalakis 11/30/18
Date
~~Evelyn Daskalakis~~
~~Executive Director~~

Supplier ID: 0000007996

Linda Griffith
VP, General Counsel

Approved as to Form:

Dennis J. Herrera
City Attorney

By:

David K. Ries 12/19/18
Date
David K. Ries
Deputy City Attorney

Approved:

Alaric Degrafinied 2/1/2019
Date
Alaric Degrafinied
Director of the Office of Contract Administration, and
Purchaser

Received By:
JAN 8 '19 AM 10:02
Purchasing Department

Appendix A:	Scope of Services
Appendix A-1:	Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program
Appendix A-2:	Positive Avenues to School Success (PASS) Program (Trauma and Recovery Services)
Appendix A-3:	Intensive Supervision and Clinical Services (ISCS) Program
Appendix A-4:	Oceanview, Merced Heights, Ingleside, (OMI) / Excelsior Beacon Center
Appendix B:	Calculation of Charges
Appendix C:	Reserved (Insurance Waiver)
Appendix D:	Reserved (formerly “Additional Terms”)
Appendix E:	SFDPH Business Associate Agreement (BAA) & Attestations
Appendix F:	Invoice
Appendix G:	Dispute Resolution Procedure for Health and Human Services Nonprofit Contractors
Appendix H:	Reserved
Appendix I:	The Declaration of Compliance
Appendix J:	Substance Use Disorder Services such as Drug Medi-Cal, Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant, Primary Prevention or State Funded Services

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

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

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **April Crawford**, Program Manager for the City, or 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 using 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 using 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. BHS Electronic Health Records 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 Behavioral Health Services (BHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the BHS 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.

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

- Appendix A-1: Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program
- Appendix A-2: Positive Avenues to School Success (PASS) Program
(Trauma and Recovery Services)
- Appendix A-3: Intensive Supervision and Clinical Services (ISCS) Program
- Appendix A-4: Oceanview, Merced Heights, Ingleside, (OMI) / Excelsior Beacon Center

1. Identifiers:

Program Name: Urban Services YMCA of San Francisco EPSDT Program
Program Address: 1426 Fillmore Street, Suite 204
City, State, Zip Code: San Francisco, CA 94115
Jane Chandler, Director of Mental Health Services
Telephone: (415) 637-8201
Facsimile: (415) 563-8017
Program Codes: 38BV3

2. Nature of Document:

New **Renewal** **Modification**

3. Goal Statement:

To aid youth and families through effective and comprehensive services which aim to reduce psychiatric symptoms, increase functioning and increase coping skills such that the likelihood of further intervention in the future is lessened and quality of life and mental health is improved.

4. Target Population:

Age: Youth and their families ages 5-18
 Neighborhood: San Francisco city wide. Vast majority of clients live in Bayview, Potrero Hill and the Western Addition.
 Gender: all
 Economic Status: low income, general assistance, unemployed
 Ethnic Background, in order of client population size in this program: African American, Latino, Pacific Islander, Asian, White, multiracial.
 Languages: Primarily English and Spanish

Emphasis is on providing services to those in most need or to reach families who are unable or not accustomed to accessing mental health services in a clinic or elsewhere in the community. Reaching families in their homes and in our schools is the best place to begin collaborative community-based and client-centered care. EHRMS funding will be allocated for school refusal clients.

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

Urban Services YMCA EPSDT 2018 Program		
Service Description 38BV3	Units of Service (UOS)	Unduplicated Clients (UDC)
MH Services	144,033 minutes	94
Case Management Brokerage	17,933 minutes	0
Totals	161,966 minutes	94

6. Methodology:

A. Outreach, Recruitment, Promotion, and Advertisement

Within Urban Services YMCA's realm of social service programs, our Mental Health Program provides culturally sensitive services in the heart of high need communities within San Francisco. Our overall objective is to provide youth and their families living in San Francisco's most challenged communities with the same opportunities and skills that other San Francisco neighborhoods have. One of our program's strengths is the diversity of our locations we serve allowing the Clinical Case Managers to meet families in their own neighborhoods. We collaborate with SFUSD and other facilities to provide multiple access points for youth and their families primarily focusing on services in the Western Addition, South Central region and Southeast sector of San Francisco. Services are provided in a multitude of locations chosen to best accommodate clients and their needs including but not limited to; SFUSD campuses and KIPP Academy schools, clients' homes, Family Resource Centers, Urban Services YMCA and the OMI/E Beacon Center. Our services make it possible to provide needed support to multiple communities within our diverse city. Additionally, CCM's establish points of contact for referrals to ours and other agencies' services while offering outreach, education and collaboration within our service locations. In addition to our network of community-based programs that will identify potential clients, referrals will also be received from foster care, school staff and other BHS contractors.

Through the Placement of Clinical Case Managers in these neighborhoods where the communities experience significant exposure to violent and traumatic events, the CCM's will have a real opportunity to address the mental health conditions of youth and families. We will provide mental health services and comprehensive clinical case management services to youth and their families negatively affected by exposure to violence in order to reduce levels of untreated trauma. We expect that youth and families will be engaged in our services for a period of approximately 6 months, with a majority of treatment being provided through mental health and case management programming.

Clinical Case Managers will work in conjunction with our existing network of mental health counselors, case managers, community organizers and family advocates to provide youth and their families with mental health services. Our CCM's will locate appropriate crisis response services and facilitate referrals to these services if necessary. Through our program we hope to support the collective improvement of a community's emotional health. These services will provide youth and their families with feelings of empowerment and community safety, and it is our goal to strengthen our clients through participation in our offered services.

The program will participate in the BHS Advanced Access initiative, ensuring timely measurement of data at the site and the reporting of data to BHS as required, with the caveat that it may be changed from time to time with prior notice from BHS. Our program will adhere to BHS guidelines regarding assessment and treatment of indigent (uninsured) clients.

B. Admission, Enrollment and Intake Criteria

Criteria for admission to this program will be children, youth, young adults, families and communities that meet medical necessity and eligibility requirements for Med-iCal EPSDT services

Our program will continue to authorize all services through our internal Program Utilization Review Quality Committee (PURQC). All services will be delivered in a confidential setting with client confidentiality safeguarded by licensed clinicians or interns working under the direct supervision of a licensed therapist.

C. Service Delivery Model

The CCM's will provide client services to communities within school, community and office settings during the program hours of operation, Monday – Friday 9 a.m. – 8 p.m. Each CCM will assess client functioning to

determine appropriate plan of care, interventions and expected length of stay in the program. Wherever possible, CCMs will attempt to utilize a Brief Therapy Model, but will not be limited to this model should the client require more intensive therapeutic services. CCMs will also provide collateral and case management services as needed for continuity of care. Every attempt will be made to utilize wrap-around services through appropriate referral of clients to additional community based support services such as substance abuse treatment and prevention, Family Resource Centers, Beacon Community Centers, primary care providers and health and fitness resources such as the YMCA. CCMs will have access to information about Urban Services programs as well as other community programs in order to provide the most comprehensive plan of care for each client.

Service delivery will be driven by the findings in our comprehensive CANS assessment data which we use to help inform our client treatment plans of care. They are used intensely throughout our service model to help inform what kinds of services may be helpful for clients as well as the level of care offered to each client and family.

D. Exit Criteria

Clients will be discharged based upon successful completion of treatment. In some cases, client and therapist may mutually agree to terminate before completion of treatment due to varying circumstances, and occasionally there are instances of premature termination due to extraneous circumstances. In those cases, everything possible is done to ensure the appropriate referrals are made and a proper termination process is conducted with each client.

E. Program Staffing

In this program, one full-time Head of Services (our Executive Director) will be directly involved in supervision coverage and consultation on cases on a weekly basis at approximately .07 FTE's, or about 3 hours per week on average. Overall budget approval and management of MOU's and overall agency compliance is handled by Head of Services as well.

One full-time Licensed MFT Director (Clinical Director) will be partially responsible for clinical supervision of the program and overall program management at .50 FTE. Responsibilities include program management, managing and coordinating clinical staff, oversight of services delivery and managing delivery sights, staff trainings and contract compliance with BHS.

One full time Licensed Associate Clinical Director (ACD) will oversee clinical supervision and our traineeship and training programs at .66 FTE. Other responsibilities include Quality assurance and improvement and other management oversight.

One Administrative Director oversees all services tracking, billing, invoicing and cost reporting at .13 FTE in this program.

Direct Services are provided by Clinical Case Managers at .5 FTE for clinical staff (3 CCM staff currently) and 8 clinical graduate level mental health trainees at approximately .2FTE of direct service provision expectations in this program.

7. Objectives and Measurements:

Required Objectives

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

8. Continuous Quality Improvement:

- A. In order to meet contract performance objectives and to maintain cohesiveness within our team, weekly staff meetings are scheduled to discuss quality assurance, chart auditing, compliance and policy, programmatic changes, as well as trainings for all our staff so they have the tools to succeed and thrive in their professional growth and fulfill job performance expectations.

During weekly meetings, staff members actively engage in structured meeting time designated to identify and discuss any barriers to service delivery, identify any possible holes in the offering of or access to services requested by our clients and their families. We continue to have round-table discussions about what is “working” and what staff identifies are goals to reach for in ensuring that our clients are being able to access the services they are asking for. Community referrals and information is exchanged during staff meeting as well as within weekly group supervision.

- B. Urban Policy and Procedure Manual and staff training documentation state the following procedures for ensuring the highest quality clinical and technical documentation:
- 24 hour documentation entry rules for all clinical staff
 - 7-day supervision review deadline policy by licensed clinical supervisors for all assessments, treatment plans of care, and clinical progress notes completed by non-licensed staff.
 - Tri-annual chart audits to ensure proper filing and to check for document signatures, documentation, timely completion, and general file health.
 - PURQC updates and yearly service utilization review which includes client eligibility, medical necessity, needs assessment, plan progress, and to analyze and discuss service modality and frequency.
- C. Urban Services mental health program staff members aim to meet the needs of our clients in a culturally sensitive manner and are careful to discuss openly the concerns that arise out of working within the social services sector in a greatly diverse urban community. When services needs are indicated in a language other than what is available by our staff at the time of receiving a referral, it is Urban Services policy to ensure the proper referral is made to an agency who can meet language need. If no openings are found, advocacy and case management is maintained with our family until services can be found in order to ensure that families do not “fall through the crack” and add to the unfair access disparity between dominant culture families and our families who speak other languages in the home.
- D. Yearly client satisfaction surveys are disseminated each May and the results returned to us by BHS and added into our contract performance scores. These results are shared with staff and each fall a special staff meeting is designated for addressing the feedback given by our program participants. Furthermore, policy and protocols are adjusted accordingly to reflect programmatic changes discussed and agreed upon by our agency in order to continuously better our program and meet the needs our clients in the way that works best for them.
- E. Every CANS assessment created by our staff is reviewed carefully by clinical supervisors to ensure quality information reporting. Monthly “Superuser” support calls are attended by the program director and each year BHS administration compiles and delivers to us a data report on treatment progress. The report is designed to analyze client progress on each scoring item over time between Initial CANS assessment and the subsequent reassessments and closing CANS. It is this pivotal report that is shared with staff and the results analyzed in order to roughly identify what our agency appears to be doing well and what we may need to work on improving. The results of last year indicated that our clients were not showing marked improvement on anger control skills from the time of initial CANS assessment and their subsequent reassessment eight months later. Scheduled training subject matter was adjusted to reflect this possible need in improved service delivery focus and competency.

1. Identifiers:

Program Name: Urban Services YMCA PASS Program (Trauma and Recovery Services)
Program Address: 1426 Fillmore Street Suite 204
City, State, ZIP: San Francisco CA 94115
Telephone: 415.561.0631 FAX: 415.563.8017
Website Address: www.ymcasf.org

Person Completing this Narrative: Jane Chandler
Telephone: 415-637.8201
Email Address: jchandler@ymcasf.org
Program Code(s): 38BVC3 38BVC4 (MAA only)

2. Nature of Document:

New Renewal Modification

3. Goal Statement:

To effectively re-engage chronically truant youth in San Francisco back into their educational experience or enrolled into a certificate or vocational assistance program. Four major tenets of the program include: mental health and needs assessments for youth and families, case management for linkage and specialized assistance, short-term safe transportation to address environmental safety issues that prohibit consistent school attendance, and peer outreach and empowerment for affecting positive community change.

4. Target Population:

Age: Youth who have a history of chronic truancy 5-19 years old

Neighborhood: Citywide San Francisco

Gender: All youth of any gender.

Economic Status: Youth and their families who may be experiencing unemployment, limited incomes and/or receive general assistance.

Ethnic background: The PASS program serves young people & their families who are experiencing chronic truancy. The majority of clients are of Latino, Asian, Pacific Islander, African American, Filipino, White or blended ethnicity descent.

Language needs: Services are provided in English with services established for Spanish translation assistance when needed

5. Modality(s)/Intervention(s)

Our services in the PASS Program include individual and family therapy, case management, outreach and community engagement activities, mental health promotion and de-stigmatization. Examples of outreach activities are listed below [in Section B]:

A. Mental Health Assessment and Treatment

For school refusal cases we deliver individual or family mental health assessments and treatment in order to reach our young students suffering from mental health disorders and difficulties in family functioning.

B. Street Outreach

1. Locate and provide street outreach to disengaged youth who are not attending school on a regular basis.
2. Connect with schools, teen centers, SFPD, community businesses and other CBO's where youth frequently congregate.
3. Make contact and develop rapport with the youth.
4. Providing the youth and their guardians with necessary referrals and/or intake paper work for services.

5. Transport youth to authorized school site or to the Truancy Assessment and Resource Center (TARC) office.
6. Maintain and interact in a culturally sensitive, respectful, and professional demeanor.
7. Attend and participate in school and court meetings as part of case management services. School meetings include School Support Team meetings, Truancy hearing preparation meetings, Individual Education Plan (IEP) meetings and any supportive meetings on or off campus.

C. Community Outreach

1. Presentations to school personnel, police, CBO’s, churches, city departments and other community services where youth are frequently engaged or congregate.
2. Maintain a liaison relationship with schools, police, health providers, community centers and other groups who might provide services or referrals to the Outreach program.
3. Attend community meetings with other service providers to share program information and coordinate services.

Urban Services YMCA PASS Program		
Service Description 38BVC3 38BVC4	Units of Service (UOS)	Unduplicated Clients (UDC)
MH Services	40,305 minutes	19
Case Management Brokerage	13,110 minutes	5
Totals	53,415 minutes	24

Note: all 19 clients who received mental health services may also receive case management services. 15 clients receive mental health and case management services; 5 clients receive case management services only either due to needs assessment or that they already have a therapist.

6. Methodology:

Direct Mental Health Services for youth and families

The PASS program’s services primarily target the unique and vulnerable students who fit a “school refusal” profile, or emotional-based absenteeism. This category of chronic truancy consists of students who refuse to attend school or attend very infrequently due to emotional health issues or diagnosable mental health disorders. The biggest factors in this category are symptoms of anxiety, depression and trauma. Many of these students have not attended school in months or even years.

Many, if not all, program participants and/or their families are battling persistent mental health issues due to past unsuccessful mental health treatment that may not have had the resources to consistently support the youth in his/her home and/or treatment providers who lacked the program infrastructure to offer family support and proper interventions. Services in our program will include:

- **In-home based or community based Individual and/or family therapy:** Our clinician(s) will be trained to offer the following Evidence-Based components of Cognitive-Behavioral Therapy, among

other practices and approaches (see list below) Clients' length of treatment may last from 3-12 months as needed with regular team meetings for service assessment.

- a. Cognitive Restructuring
- b. Contingency Management
- c. Exposure
- d. Gradual school attendance
- e. "Safe Passage" short-term transportation
- f. Parent Training
- g. Problem Solving
- h. Psychoeducation
- i. Relaxation Training
- j. Systematic Desensitization
- k. Teacher Training/ collaborative support

- **Crisis Intervention:** There is also a need for crisis intervention at times when one of our students remains at home rather than coming to school due to a very specific and potentially dangerous situation in their personal life. These situations can vary from domestic violence, caring for a sick or substance-abusing caregiver, suicidality, and affiliation with street economy and/or gang culture to name a few. It is our intention to properly assess each of our youth's environment and well-being in order to provide the appropriate care and linkage for each of them and their family members.
- **Education Related Mental Health Services (ERMHS) coordination and linkage:** Due to the sensitive legal issues involved in ERMHS services within SFUSD, it is imperative that students who qualify for ERMHS receive a proper assessment and are given the opportunity to receive behavioral health services where they need them, primarily in the home at first until school reengagement is successful. Although considerable efforts are being made by both DPH and SFUSD to fill this gap in service provision, a call out for additional help with reaching these students is at hand. The PASS program will work closely with school psychologists in order to prepare each youth with a carefully designed support plan that fits best with each unique life position.
- **Family needs assessment and services/resources linkage:** At times it is not only our students who need care but the whole family system. Some of our kids who are not coming to school face real-life problems with having basic needs met in their lives or in the lives of those they love. They can be facing malnutrition and hunger, chronic fatigue, and may be lacking health care coverage to address chronic health problems like asthma and diabetes. The PASS mobile team will be able to help link community members with the services they need like health coverage, family counseling, food resources, parenting classes and more. The YMCA of San Francisco manages four family resource centers throughout the city and with the many partnerships and expert knowledge is positioned to help advocate for San Francisco families in a completely comprehensive approach. This holistic process incorporates many of the core principles of the wraparound process, as explained in "*The Ten Principals of the Wraparound Process*" created by the National Wraparound Initiative, including:
 - ✓ Family voice and choice
 - ✓ Team-based care

- ✓ Enhancing natural supports
- ✓ Collaboration
- ✓ Community involvement
- ✓ Cultural sensitivity
- ✓ Persistence
- ✓ Outcomes driven

Street Outreach and Case Management

The PASS Case Manager is responsible for providing street outreach and linkage to supports for school reengagement, getting youth and their families to sign consent for services and/or providing professional/career development skill building for the disengaged youth from SFUSD. They work as part of a team with the Truancy Center and Assessment Center (TARC) Program and the Youth Service Bureau of San Francisco Program. Other responsibilities include referring, linkage, case management, youth advocacy, and developing relationship with clients in order to get them to engage with our services.

- ✓ **Outreach** to identify targeted individuals through points of entry, and sometimes through contacts with acquaintances and street outreach
- ✓ **Trust building** with identified truant youth, so they trust the peer and begin to develop trust in the system of care and the potential for effective treatment.
- ✓ **Education about the system of care** including available services and provider options.
- ✓ **Intake support** to refer individuals to entities that serve as intake points and support them during the intake process.
- ✓ **System navigation** to ensure that clients are linked to a Truancy Center and Assessment Center (TARC) case manager and a Youth Service Bureau (YSB) case manager as soon as possible after diagnosis or identification, and to learn how to request, access, and use needed services, including how referrals are typically handled, how to make appointments, and what services are readily available and which may be difficult to obtain; this includes accompanying clients to appointments (especially first appointments with a provider) where necessary.
- ✓ **Coaching/mentoring and support** to help clients overcome problems and fears and become committed to and engaged in the system of care, deal with setbacks, and gain confidence in their reengagement efforts.
- ✓ **Support to the clinical team**, to provide follow up or address problems they have identified; this requires that the peer work collaboratively with the Truancy Assessment and Resource Center (TARC) and EPSDT clinical team.

7. Objectives and Measurements:

- A. Clients of the PASS program who are “severely truant” and remain enrolled throughout program participation will reduce their chronic absenteeism by at least 50%. This will be evidenced by school attendance records review with SFUSD staff and PASS program case manager. The PASS case manager will track attendance for all clients on a bimonthly basis.
- B. At least 65% of enrolled youth participants will re-engage in school and/or successfully complete equivalency exams and/or be linked with vocational programs.) Data about outcomes will be individually tracked by collecting client self-reports, file documentation and clinician/school staff report. The PASS case manager will track outcomes for each client a spreadsheet maintained for tracking and outcome purposes.
- C. At least 80% of participating youth and their families will (1) have a Family Needs Assessment completed; and (2) be linked with proper supports and services. Data about outcomes will be individually tracked by collecting client self-reports, file documentation and clinician/school staff report. The PASS case manager will track outcomes for each client a spreadsheet maintained for tracking and outcome purposes.

- D. At least 80% of participating youth receiving mental health treatment will improve on at least 50% of CANS ratings of a 2 or higher by program completion as evidenced by a comparison of initial and closing CANS assessments.

8. Continuous Quality Improvement:

- A. In order to meet contract performance objectives and to maintain cohesiveness within our team, weekly staff meetings are scheduled to discuss quality assurance, chart auditing, compliance and policy, programmatic changes, as well as trainings for all our staff so they have the tools to succeed and thrive in their professional growth and fulfill job performance expectations.

During weekly meetings, staff members actively engage in structured meeting time designated to identify and discuss any barriers to service delivery, identify any possible holes in the offering of or access to services requested by our clients and their families. We continue to have round-table discussions about what is “working” and what staff identifies are goals to reach for in ensuring that our clients are being able to access the services they are asking for. Community referrals and information is exchanged during staff meeting as well as within weekly group supervision.

- B. YMCA Urban Services Policy and Procedure Manual and staff training documentation state the following procedures for ensuring the highest quality clinical and technical documentation:
- 24 business-hour documentation entry rules for all clinical staff
 - 7-day supervision review deadline policy by licensed clinical supervisors for all assessments, treatment plans of care, and clinical progress notes completed by non-licensed staff.
 - Tri-annual chart audits to ensure proper filing and to check for document signatures, documentation, timely completion, and general file health.
 - PURQC review meetings to review all clients up for service utilization review which includes client eligibility, medical necessity, needs assessment, plan progress, and to analyze and discuss service modality and frequency.
- C. YMCA Urban Services mental health program staff members aim to meet the needs of our clients in a culturally sensitive manner and are careful to discuss openly the concerns that arise out of working within the social services sector in a greatly diverse urban community. When services needs are indicated in a language other than what is available by our staff at the time of receiving a referral, it is (insert: YMCA) Urban Services’ policy to ensure the proper referral is made to an agency who can meet the language needs. If no openings are found, advocacy and case management is maintained with our family until services can be found in order to ensure that families do not “fall through the crack” and add to the unfair access disparity between dominant culture families and our families who speak other languages in the home.
- D. Yearly client satisfaction surveys are disseminated each May and the results returned to us by San Francisco Department of Public Health – Behavioral Health Services and added into our contract performance scores. These results are shared with staff and each fall a special staff meeting is designated for addressing the feedback given by our program participants. Furthermore, policy and protocols are adjusted accordingly to reflect programmatic changes discussed and agreed upon by our agency in order to continuously better our program and meet the needs our clients in the way that works best for them.
- E. Every CANS assessment created by our staff is reviewed carefully by clinical supervisors to ensure quality information reporting. Monthly “Supervisor” support calls are attended by the program director and each year BHS administration compiles and delivers to us a data report on treatment progress. The report is designed to analyze client progress on each scoring item over time between Initial CANS assessment and the subsequent reassessments and closing CANS. It is this pivotal report that is shared with staff and the results analyzed in order to roughly identify what our agency appears to be doing well and what we may

need to work on improving. The results of last year indicated that our clients were not showing marked improvement on anger control skills from the time of initial CANS assessment and their subsequent reassessment eight months later. Scheduled training subject matter was adjusted to reflect this possible need in improved service delivery focus and competency.

1. Identifiers:

Program Name: Urban Services YMCA of San Francisco Intensive Supervision and Clinical Services (ISCS) Program
Program Address: 1426 Fillmore Street, Suite 204
City, State, Zip Code: San Francisco, CA 94115
Jane Chandler, Director of Clinical Services
Telephone: (415) 963-4149 x113
Facsimile: (415) 563-8017
Program Codes: 38BV4

2. Nature of Document:

New **Renewal** **Modification**

3. Goal Statement:

Urban Services YMCA seeks to provide individualized multi-service intervention and treatment youth involved in the juvenile justice system. The program centers on community involvement and the coordinated delivery of mental health, substance use, and case management services. Our aim is to disrupt the repetitive cycle of juvenile delinquency, reduce recidivism, hold youth accountable for their behavior and provide juvenile offenders with the best possible care and supportive advocacy. We strive to be consistent with a young person’s best interest and the safety and protection of the public and successful completion of their terms of probation and release.

4. Target Population:

Age: San Francisco juvenile justice system-involved youth and their families, as well as youth at risk of involvement with JPD due to risky or delinquent behavior.
 Neighborhood: San Francisco city wide. Majority of clients live the central and southeast sectors of the city.
 Gender: all
 Economic Status: any*
 Ethnic Background, in order of client population size: African American, Latino, Pacific Islander, Asian, White, Multiracial.
 Language: Primarily English and Spanish

*Priority enrollment given to low income, general assistance, unemployed clients who are unable to choose other fee-for-service options.

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

Urban Services YMCA ISCS Program		
Service Description 38BV4	Units of Service (UOS)	Unduplicated Clients (UDC)
MH Services (MH)	50,125 minutes	30
Intensive Care Coordination (ICC)	4,388 minutes	5

Intensive Home Based Services (IHBS)	3,283 minutes	10
Case Management Brokerage (CM)	1,755 minutes	10
MH Promotion (MAA)	11,100 minutes	N/A
Totals	70,651 minutes	55

6. Methodology:

Client Services:

A. Outreach, Recruitment, Promotion, and Advertisement

Four our mental health and case management program in collaboration with San Francisco Juvenile Probation Department, obviously we do not recruit “in” to the program. Rather, all referrals come from individual probation officers in SF JPD. Outreach and word of mouth are our strongest assets in gaining acknowledgment within the juvenile court system and much time is spent getting to know the JPD staff and advocating for our youth in the court system. We outreach to the San Francisco public defender’s office and within other departments involved with juvenile justice. In a general sense, our Mental Health Program provides culturally sensitive services in the heart of high need communities within San Francisco. Our overall objective is to provide youth and their families living in San Francisco’s most challenged communities with the same opportunities and skills that other San Francisco neighborhoods have. One of our program’s strengths is the diversity of our locations we serve allowing the Clinical Case Managers to meet families in their own neighborhoods. We collaborate with SFUSD and other facilities to provide multiple access points for youth and their families primarily focusing on services in the Western Addition, South Central region and Southeast sector of San Francisco. Services are provided in a multitude of locations chosen to best accommodate clients and their needs including but not limited to; SFUSD campuses and KIPP Academy schools, clients’ homes, Family Resource Centers, Urban Services YMCA and the OMI/E Beacon Center. Our services make it possible to provide needed support to multiple communities within our diverse city. Additionally, CCM’s establish points of contact for referrals to ours and other agencies’ services while offering outreach, education and collaboration within our service locations.

Through the Placement of Clinical Case Managers in these neighborhoods where the communities experience significant exposure to violent and traumatic events, the CCM's will have a real opportunity to address the mental health conditions of youth and families. We will provide mental health services and comprehensive clinical case management services as well as client advocacy to our clients and their families as they battle to prepare themselves for the possible negative and sometimes degrading effects of being involved in the juvenile justice system. Needed support in court advocacy, psychoeducation and intensive supervision and collaboration with school staff is employed in each case in order to ensure that clients re-enter their community with the chance to change the circumstances which led to their arrest and hold in custody. This program is designed to provide clients with high level of services in mental health, case management, intensive supervision, and court advocacy upon their release and re-entry. Case management services are extensive and include, but are not limited to providing assistance with; basic needs assistance with groceries, utilities and supplies, incentives and rewards for client improvement, compliance and esteem-building, trainings, job placement assistance, court and family advocacy, and linkage to community support programs.

The program will participate in the CBHS Advanced Access initiative, ensuring timely measurement of data at the site and the reporting of data to CBHS as required, with the caveat that it may be changed from time to time

with prior notice from CBHS. Our program will adhere to CBHS guidelines regarding assessment and treatment of indigent (uninsured) clients.

B. Admission, Enrollment and Intake Criteria

Criteria for admission to this program will be children, youth, young adults, families and communities that meet medical necessity and eligibility requirements for MediCal EPSDT services and are involved with the Juvenile Probation Department in San Francisco.

Our program will continue to authorize all services through our internal Program Utilization Review Quality Committee (PURQC). All services will be delivered in a confidential setting with client confidentiality safeguarded by licensed clinicians or interns working under the direct supervision of a licensed therapist.

C. Service Delivery Model

The CCM's will provide client services to communities within school, community and office settings during the program hours of operation, Monday – Friday 9 a.m. – 8 p.m. Each CCM will assess client functioning to determine appropriate plan of care, interventions and expected length of stay in the program. Wherever possible, CCMs will attempt to utilize a Brief Therapy Model, but will not be limited to this model should the client require more intensive therapeutic services. CCMs will also provide collateral and case management services as needed for continuity of care and to ensure that intensive case management and client advocacy is provided to our probation-involved youth who face many obstacles and expectations in their lives. Every attempt will be made to utilize wrap-around services through appropriate referral of clients to additional community based support services such as substance abuse treatment and prevention, Family Resource Centers, Beacon Community Centers, primary care providers and health and fitness resources such as the YMCA. CCMs will have access to information about Urban Services programs as well as other community programs in order to provide the most comprehensive plan of care for each client.

Service delivery will be driven by the findings in our comprehensive CANS assessment data which we use to help inform our client treatment plans of care. They are used intensely throughout our service model to help inform what kinds of services may be helpful for clients as well as the level of care offered to each client and family.

This year there have been two services added to the comprehensive service delivery model that have stemmed from new legislation from the state in delivering services to foster care youth. Intensive Care Coordination (ICC) is a service specifically designed to actively engage caregivers and service providers in communication and decision-making on levels of care and coordinated treatment intervention. Additionally, Intensive Home-based Services (IHBS) are the comprehensive mental health services that stem from ICC and the results of each client's mental health assessment (CANS) designed to meet clients service needs where they are needed at the frequency that is decided by the family and provider team meetings.

D. Exit Criteria

Clients will be discharged based upon successful completion of treatment. In some cases, client and therapist may mutually agree to terminate before completion of treatment due to varying circumstances, and occasionally there are instances of premature termination due to extraneous circumstances. In those cases, everything possible is done to ensure the appropriate referrals are made and a proper ending happens with our clients.

Also, collaboration with SF JPD is crucial in order to maintain supervision needs and follow-through with any outstanding probation requests or court orders.

E. Program Staffing

One full-time Licensed MFT Clinical Director (CD) will be partially responsible for clinical supervision of the program and overall program management at .50 FTE. Responsibilities include program management, managing and coordinating clinical staff, oversight of services delivery and managing delivery sights and contract compliance with CBHS as well as managing staff development. Managing referrals and service placement will also fall under the CD's purview.

One Associate Clinical Director (ACD) will oversee daily operations and our traineeship and training programs at .33 FTE. Other responsibilities include Quality assurance and improvement and other management oversight and oversight of TRACK substance-abuse treatment-referred probation youth.

One Administrative Director oversees all services tracking, billing, invoicing and cost reporting at .13 FTE in this program. Other responsibilities include contract compliance, chart auditing, and QA/QI.

Our ISCS Program employs 4 full-time clinical staff at a time at .50 FTE's and 1 Lead Clinician at .50 FTE in this program who works in conjunction with clinicians and assist in proper chart review, compliance, outreach services and direct service delivery as well as full service delivery for their own probation-involved clients who are in need of clinical case management. Our clinicians consist of MFT interns and Associate Social Workers who are all registered with the BBS or Board of Psychology. All are heavily supervised and all notes, assessments, and client treatment plans of care are cosigned for case managers and trainees. Our mental health program includes 8 trainees from local universities, some of who provide services under this program.

7. Objectives and Measurements:

Required Objectives

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

8. Continuous Quality Improvement:

- A. In order to meet contract performance objectives and to maintain cohesiveness within our team, weekly staff meetings are scheduled to discuss quality assurance, chart auditing, compliance and policy, programmatic changes, as well as trainings for all our staff so they have the tools to succeed and thrive in their professional growth and fulfill job performance expectations.

During weekly meetings, staff members actively engage in structured meeting time designated to identify and discuss any barriers to service delivery, identify any possible holes in the offering of or access to services requested by our clients and their families. We continue to have round-table discussions about what is "working" and what staff identifies are goals to reach for in ensuring that our clients are being able to access the services they are asking for. Community referrals and information is exchanged during staff meeting as well as within weekly group supervision.

- B. Urban Policy and Procedure Manual and staff training documentation state the following procedures for ensuring the highest quality clinical and technical documentation:
- 24 business hour documentation entry rules for all clinical staff
 - 7-day supervision review deadline policy by licensed clinical supervisors for all assessments, treatment plans of care, and clinical progress notes completed by non-licensed staff.
 - Tri-annual chart audits to ensure proper filing and to check for document signatures, documentation, timely completion, and general file health.

- PURQC review meetings to review all clients up for service utilization review which includes client eligibility, medical necessity, needs assessment, plan progress, and to analyze and discuss service modality and frequency.
- C. Urban Services mental health program staff members aim to meet the needs of our clients in a culturally sensitive manner and are careful to discuss openly the concerns that arise out of working within the social services sector in a greatly diverse urban community. When services needs are indicated in a language other than what is available by our staff at the time of receiving a referral, it is Urban Services policy to ensure the proper referral is made to an agency who can meet language need. If no openings are found, advocacy and case management is maintained with our family until services can be found in order to ensure that families do not fall through the “crack” and add to the unfair access disparity between dominant culture families and our families who speak other languages in the home.
- D. Yearly client satisfaction surveys are disseminated each May and the results returned to us by CBHS and added into our contract performance scores. These results are shared with staff and each fall a special staff meeting is designated for addressing the feedback given by our program participants. Furthermore, policy and protocols are adjusted accordingly to reflect programmatic changes discussed and agreed upon by our agency in order to continuously better our program and meet the needs our clients in the way that works best for them.
- E. Every CANS assessment created by our staff is reviewed carefully by clinical supervisors to ensure quality information reporting. Monthly “superuser” support calls are attended by the program director and each year CBHS administration compiles and delivers to us a data report on treatment progress. The report is designed to analyze client progress on each scoring item over time between Initial CANS assessment and the subsequent reassessments and closing CANS. It is this pivotal report that is shared with staff and the results analyzed in order to roughly identify what our agency appears to be doing well and what we may need to work on improving. The results of last year indicated that our clients were not showing marked improvement on anger control skills from the time of initial CANS assessment and their subsequent reassessment eight months later. Scheduled training subject matter was adjusted to reflect this possible need in improved service delivery focus and competency.

1. Identifiers:

Program Name: OMI/Excelsior Beacon Center
 Program Address: 241 Oneida Avenue, Room 80
 City, State, Zip Code: San Francisco, CA 94112
 Telephone: (415) 763-9966
 Fax: (415) 406-1295
 Website Address: <http://www.ymcasf.org/urban>

Contractor Address: 1426 Fillmore Street, Suite 204
 City, State, Zip Code: San Francisco, CA 94115
 Name of Person Completing this Narrative: Suzanne Medina
 Telephone: (415) 763-9966
 Email: smedina@ymcasf.org

Program Code(s): 383853

2. Nature of Document:

New **Renewal** **Modification**

3. Goal Statement:

Urban Services YMCA (OMI/Excelsior Beacon Center) prevention programs will reduce: 1) the initiation of alcohol use by middle school age youth through the Strengthening Families Program (SFP) as measured by an 80% improvement in risk and protective factors from program enrollment to graduation; and 2) binge drinking by high school age students through Communities Mobilizing for Change on Alcohol (CMCA) framework environmental prevention (EP) projects as measured by a positive change in youth attitudes, knowledge, beliefs and behavior on the CMCA Environmental Prevention Youth Questionnaire at the beginning and completion of EP projects.

4. Target Population:

There are two primary target populations for universal substance use disorder prevention activities: 1) middle school age students and their parents/caregivers [Strengthening Families Program (SFP)]; and 2) high school age youth [Communities Mobilizing for Change on Alcohol (CMCA) - Environmental Prevention]. Given the co-location of prevention services offered through the OMIE Beacon Center at James Denman Middle School, Urban Services YMCA will recruit 8th – 9th grade as well as youth who were involved in CMCA in prior year for environmental prevention-related activities.

Prevention Activities	# of unduplicated youth completing	# of unduplicated parents/caregivers completing
1. Strengthening Families Program (SFP)	24	24
2. CMCA - Environmental Prevention	20	N/A

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

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Information Dissemination Strategy (Code 12)	400		
Education (Code 13)	978	24 clients (12 youth & 12 parents/ caregivers)	24 clients (12 youth & 12 parents/ caregivers)
Alternatives (Code 14)	1,378	10 youth	10 youth
Problem Identification & Referral (Code 15)	40		
Community-Based Process Strategy (Code 16)	1,026		
Environmental Strategy (Code 17)	0		
Total Units of Service	3,822		
Total Unduplicated Clients		34	34

Note: The modalities listed here MUST match the information on the CRDC page(s) of the program's budget (App B).

6. Methodology:

- a. In FY 2018-19, Contractor will enter data in PPSDS Data Templates for all prevention activities funded through the Substance Abuse Prevention and Treatment Block Grant on a weekly basis in full compliance with California Department of Health Care Services and DPH data entry and reporting requirements.
- b. In FY 2018-19, Contractor will achieve full compliance with the quarterly PPSDS report review and release of data by the California Department of Health Care Services and SFHN-BH as directed by the designated CYF SUD Prevention Coordinator.
- c. In FY 2018-19, Contractor will achieve 90% of CSAP Strategy service hour goals contained within FY 2016-17 SFHN-BH-approved SUD Prevention Services work plans.
- d. In FY 2018-19, Contractor will submit quarterly reports to the CYF SUD Prevention Services Program Manager and designated Prevention Coordinator on progress toward the City and County of San Francisco Substance Abuse Prevention Services Strategic Plan goals and objectives in a format and manner requested by SFHN-BH.
- e. In FY 2018-19, Contractor will administer pre-/post-tests to participating youth as part of the FY 2018-19 Environmental Prevention Annual Program Evaluation.
- f. In FY 2018-19, Contractor will administer pre- and retro pre-/post-tests to participating youth and caregivers as part of the FY 2018-19 SFP Annual Program Evaluation and submit completed tests to SFHN-BHS within two weeks after graduation.

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 as necessary.

Housed in a public middle school, with a charter high school next door, and adjacent to the one of the largest high schools in San Francisco, the Beacon Center has immediate access to target youth from the immediate community. Our staff promotes our programs on campus to youth during lunch and through classroom presentations. At James Denman Middle School, our staff participates in the school's Student Assessment Program (SAP) and Community School Team to generate referrals into prevention programs. At Leadership High school and June Jordan High School, we work with the afterschool team and the school administrations to generate referrals for high school students. We also have strong links with the teaching and counseling departments of Leadership High School and Balboa High that result in SUD prevention and treatment referrals. We work closely and meet regularly with the OMI Community Collaborative, Excelsior Collaborative and the OMI Family Resource Center to coordinate services and receive referrals. We also spread the word about our program through our standard community outreach plan. This plan includes sending home program announcements to the surrounding middle and high schools; posting flyers and posters at local businesses along Mission Street and Ocean Avenue; advertising at local recreation centers and libraries; making announcements at the meetings of local community organizations; and advertising in media outlets. Special outreach for families and adults is conducted through outreach to local community institutions including merchants, businesses, churches, PTSAs and service organizations.

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

All youth and SFP participants must register with the Beacon Center by completing a registration form that requires parent/guardian consent. The registration form also includes emergency contact information, end of day arrangements, and any health or safety issues the staff should know, HIPPA requirements and waivers of liability. The Beacon Center's SUD Prevention program focuses on the CMCA environmental prevention and the Strengthening Families Program. Youth can enter the Beacon Center SUD Prevention program at any point during the year.

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. For BHS Children Youth and Families (CYF) programs, discuss how CANS data is used to inform treatment and discharge.

Our SUD Prevention Programs are offered Monday through Friday, 3:30-8:30pm, during the school year and between 9am-3:00pm during the summer months. Services are provided at James Denman Middle School, 241 Oneida Avenue, San Francisco, CA 94112.

The Beacon's prevention approach is focused on using evidence based programs CMCA and SFP. In collaboration with other SF prevention providers (i.e. EP Coalition), we will engage youth in implementing the Communities Mobilizing for Change on Alcohol (CMCA,) which is a nationally recognized model program that uses community organizing strategies to reduce youth access to alcohol by changing community policies and practices. CMCA employs a range of organizing techniques to address legal, institutional, social, and health issues in order to reduce youth alcohol use. Youth will lead Environmental Prevention projects with the support of Beacon staff to survey, assess and identify school and community norms and common beliefs around ATOD access, use and abuse. Beacon staff will recruit and organize middle and high school youth to engage in 8-10

week long environmental prevention projects that will culminate in a City-wide Meet-up at the end of the school year.

The Strengthening Families Program is a comprehensive prevention approach engaging the entire family using the SAMSA approved evidence-based curriculum over a 14-week period. This family skills training program have proven to significantly reduce problem behaviors, delinquency, and alcohol and drug abuse in children and improve social competencies and school performance. SFP helps to reduce substance abuse and delinquency risk factors by building on protective factors such as improving family relationships, parenting skills, and improving the youth's social and life skills. Families will be recruited through our program's outreach strategies as well as through school counseling offices, partner agency referrals, staff relationships with youth participants, and self referrals.

- 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.

Beacon staff will recruit and organize 20 high school youth to engage in the implementation the evidence based CMCA program. Through trainings and planning efforts, youth will gain a thorough understanding of environmental factors (norms, media, policies, and accessibility), and the reduction of access through social, commercial, and community stakeholder policies. With support from staff, youth participants will plan community organizing activities such as neighborhood walks, community mapping projects, conduct research studies and schedule one-on-one conversations with community stakeholders, and develop observation tools to gather data for analysis. They will then utilize the findings to collaborate with other prevention providers to select a city-wide campaign to reduce youth access to alcohol. Youth will be committed to at least one full cycle (typically a 8-10 week session) and then be able to continue participating in the same project or enroll into another activity.

For the Strengthening Families Program (SFP,) the Beacon will aim to recruit and graduate 24 families this fiscal year. Families who attend 12 out of the 14 sessions will graduate from the program. The SFP outcomes will include increased family strengths and resilience and reduced risk factors in problem behaviors, delinquency, academic and social problems, and alcohol and drug use in children. Data will be gathered through the pre and post tests. For youth and adults who need additional services after SFP, they can participate in a variety of other Beacon programs or receive referrals to other entities who can continue to provide support such as the OMI Family Resource Center or Beacon Case Management Services or SUD/mental health counseling.

- 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.

Please See Exhibit B for program staffing.

7. Objectives and Measurements:

A. Standardized Objectives

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled [BHS Performance Objectives FY 18-19.](#)

8. Continuous Quality Improvement (CQI):

The SFP and CMCA Environmental Prevention interventions are evaluated annually using validated pre- and post-test questionnaires that measure change in youth attitudes, beliefs, knowledge and behavior toward alcohol use (SFP and CMCA EP), as well as the increase in protective factors within a young person's life that can prevent or reduce alcohol use (SFP). SFP and CMCA EP evaluation results are used to inform program planning

9. Required Language (if applicable):

A. For BHS CYF SOC SUD Prevention Services: Contractor will adhere to all stipulated SFHN-BHS CYF requirements for SUD Prevention Services including all stipulations of content, service strategies, timelines, standards of practice, and reporting requirements as put forth by the SFHN-BHS CYF-SUD Prevention Services Program Manager, Mega-RFP-23-2009, and the California Department of Health Care Services.

B. Changes may occur to the composition of CSAP Strategy prevention service targets during the contract year due to a variety of circumstances. Any such changes will be coordinated between the contractor and the BHS CYF SOC SUD Prevention Services Program Manager and will not necessitate a modification to the Appendix-A target population table. Contractor is responsible for fulfilling approved work plan service targets and for collaborating with the SFHN-BHS CYF SUD Prevention Services Program Manager on any needed changes

Appendix B Calculation of Charges

1. Method of Payment

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

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five

(45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

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

D. Upon **the effective date** of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health **of an invoice or claim submitted by Contractor, and** of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and Mental Health Service Act (Prop 63) portions 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 are listed below:

- Appendix B-1: Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program
- Appendix B-2: Positive Avenues to School Success (PASS) Program
(Trauma and Recovery Services)
- Appendix B-3: Intensive Supervision and Clinical Services (ISCS) Program
- Appendix B-4: Oceanview, Merced Heights, Ingleside, (OMI) / Excelsior Beacon Center

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not **Five Million Eight Hundred Thirty-Five Thousand, Nine Hundred Eleven Dollars (\$5,835,911)** for the period of **July 1, 2018 through June 30, 2022.**

CONTRACTOR understands that, of this maximum dollar obligation, **(\$625,276)** 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 Appendix B,

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

July 1, 2018	through	June 30, 2019	\$	1,156,066
July 1, 2019	through	June 30, 2020	\$	1,330,545
July 1, 2020	through	June 30, 2021	\$	1,351,414
July 1, 2021	through	June 30, 2022	\$	1,372,610
<hr/>				
Subtotal			\$	5,210,635
12% Contingency			\$	625,276
<hr/>				
Contract Not-to Exceed Amount			\$	5,835,911
<hr/>				

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

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

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

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

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

5. Reports and Services

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

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

DHCS Legal Entity Number (MH) 00146
 DHCS Legal Entity Name (MH)/Contractor Name (SA) YMCA of San Francisco, Urban Services
 CID 1000010841

Fiscal Year: 2018-2019
 Funding Notification Date: 8/15/2018

Contract Appendix Number	B-1	B-2	B-3	B-4	
Provider Number	38BV	38BV	38BV	383853	
Program Name(s)	EPSDT	PASS Program	ISCS	OMI/Excelsior Youth Center	
Program Code(s)	38BV3	38BVC3	38BV4	None	
Funding Term	7/1/18 - 6/30/19	7/1/18 - 6/30/19	7/1/18 - 12/31/18	7/1/18 - 6/30/19	TOTAL
FUNDING USES					
Salaries	\$ 290,058	\$ 96,271	\$ 124,400	\$ 182,283	\$ 693,012
Employee Benefits	\$ 78,639	\$ 30,004	\$ 35,574	\$ 51,042	\$ 195,259
Subtotal Salaries & Employee Benefits	\$ 368,698	\$ 126,275	\$ 159,974	\$ 233,325	\$ 888,271
Operating Expenses	\$ 72,829	\$ 8,723	\$ 7,906	\$ 27,544	\$ 117,003
Subtotal Direct Expenses	\$ 441,527	\$ 134,998	\$ 167,880	\$ 260,869	\$ 1,005,274
Indirect Expenses	\$ 66,229	\$ 20,250	\$ 25,181	\$ 39,130	\$ 150,790
Indirect %	15.0%	15.0%	15.0%	15.0%	15.0%
TOTAL FUNDING USES	\$ 507,756	\$ 155,248	\$ 193,062	\$ 300,000	\$ 1,156,066
					28.2%
BHS MENTAL HEALTH FUNDING SOURCES					
MH FED SDMC FFP (50%) CYF	\$ 188,482	\$ 6,500	\$ 36,184		\$ 231,166
MH STATE CYF 2011 PSR-EPSDT	\$ 170,134	\$ -	\$ 32,566		\$ 202,700
MH CYF COUNTY General Fund	\$ 111,868	\$ 8,144	\$ 44,725		\$ 164,737
MH CYF COUNTY WO CODB	\$ 909	\$ -	\$ 1,941		\$ 2,850
MH WO DCYF Violence Prev Prog			\$ 77,646		\$ 77,646
MH MHSA (CSS)		\$ 140,604			\$ 140,604
MH WO DCYF Prop J Collaborative	\$ 36,363	\$ -			\$ 36,363
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 507,756	\$ 155,248	\$ 193,062	\$ -	\$ 856,066
BHS SUBSTANCE ABUSE FUNDING SOURCES					
SA FED - SAPT Primary Prevention Set-Aside, CFDA #93.959				\$ 300,000	\$ -
SA FED - SAPT Adolescent Tx Svcs, CFDA #93.959					\$ -
SA COUNTY - General Fund					\$ -
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000
OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES	\$ 507,756	\$ 155,248	\$ 193,062	\$ 300,000	\$ 1,156,066
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 507,756	\$ 155,248	\$ 193,062	\$ 300,000	\$ 1,156,066
Prepared By	Ashley Blum		Phone Number 415-561-0631		

Appendix B -DPH 6: Contract-Wide Indirect Detail

Contractor Name: YMCA of San Francisco, Urban Services Appendix B, page 6
 Contract CID: 1000010841 Fiscal Year: 2018-2019
Funding Notification Date: 8/15/2018

1. SALARIES & BENEFITS

Position Title	FTE	Amount
Executive Director	0.1200	\$ 18,000
Associate Executive Director	0.0800	\$ 8,320
Executive Assistant	0.0500	\$ 2,080
Director of HR/Payroll	0.1000	\$ 12,500
AP/Payroll Accountant	0.1000	\$ 5,200
Director of Finance	0.0800	\$ 16,000
Senior Accountant	0.0700	\$ 5,950
Director of Compliance	0.0900	\$ 18,000
Subtotal:		0.69 \$ 86,050
Employee Fringe Benefits:		28.0% \$ 24,094
Total Salaries and Benefits:		\$ 110,144

2. OPERATING COSTS

Expense line item:	Amount	
Payroll, Audit, HR managmeent, in-house trainings	\$ 10,200	
IT, Accounting Services	\$ 9,800	
Rent	\$ 12,546	
Utilities (gas, electricity, garbage, etc)	\$ 8,100	
Total Operating Costs		\$ 40,646
Total Indirect Costs (Salaries & Benefits + Operating Costs)		\$ 150,790

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) <u>YMCA of San Francisco, Urban Services</u>						Appendix #	B-1
Provider Name <u>YMCA of San Francisco, Urban Services</u>						Page #	1
Provider Number <u>38BV</u>						Fiscal Year	2018-2019
						Funding Notification Date	8/15/2018
Program Name	EPSDT	EPSDT	EPSDT	EPSDT			
Program Code	38BV3	38BV3					
Mode/SFC (MH) or Modality (SA)	15/10-57	15/01-09					
Service Description	MH Svcs	Case Mgt Brokerage					
Funding Term (07/01/18-06/30/19):	07/01/18-06/30/19	07/01/18-06/30/19					TOTAL
FUNDING USES							
Salaries & Employee Benefits	339,202	29,496					368,698
Operating Expenses	67,003	5,826					72,829
Subtotal Direct Expenses	406,205	35,322				-	441,527
Indirect Expenses	60,931	5,298					66,229
TOTAL FUNDING USES	467,136	40,620				-	507,756
BHS MENTAL HEALTH FUNDING SOURCES		Accounting Code (Index Code or Detail)					
MH FED SDMC FFP (50%) CYF	251962-10000-10001670-0001	173,403	15,079				188,482
MH STATE CYF 2011 PSR-EPSDT	251962-10000-10001670-0001	156,523	13,611				170,134
MH CYF COUNTY General Fund	251962-10000-10001670-0001	89,487	7,781				97,268
MH CYF COUNTY WO CODB	251962-10000-10001670-0001	836	73				909
MH WO DCYF Prop J Collaborative	251962-10002-10001799-0004	33,454	2,909				36,363
General Fund CODB	251962-10000-10001670-0001	13,432	1,168				14,600
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		467,136	40,620			-	507,756
TOTAL DPH FUNDING SOURCES		467,136	40,620			-	507,756
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		467,136	40,620			-	507,756
BHS UNITS OF SERVICE AND UNIT COST							
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)					
DPH Units of Service	144,033	17,933					
Unit Type	Staff Minute	Staff Minute					
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 3.24	\$ 2.27					
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 3.24	\$ 2.27					
Published Rate (Medi-Cal Providers Only)	\$ 3.90	\$ 3.05					
Unduplicated Clients (UDC)	94	0					Total UDC 94

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: EPSDT
 Program Code: 38BV3

Appendix #: B-1

Page # 2

Fiscal Year: 2018-2019

Funding Notification Date: 8/15/2018

	TOTAL		251962-10000-10001670-0001		251962-10002-10001799-0004									
Term	07/01/18-06/30/19		07/01/18-06/30/19		07/01/18-06/30/19									
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Head of Services	0.07	\$ 11,236	0.07	\$ 10,449.18	0.00	\$ 786								
Program Director	0.25	\$ 27,423	0.23	\$ 25,503.55	0.02	\$ 1,920								
Clinical Services Director	0.50	\$ 40,911.36	0.47	\$ 38,047.56	0.04	\$ 2,864								
Administrative Director	0.13	\$ 12,366.97	0.12	\$ 11,501.28	0.01	\$ 866								
Assoc. Director of Clinical Services	0.66	\$ 44,787.86	0.61	\$ 41,652.71	0.05	\$ 3,135								
Lead Clinician	0.80	\$ 40,484.12	0.74	\$ 37,650.23	0.06	\$ 2,834								
Case Manager	0.15	\$ 9,281.84	0.14	\$ 8,632.11	0.01	\$ 650								
Clinical Case Manager	0.50	\$ 26,005.39	0.47	\$ 24,185.01	0.04	\$ 1,820								
Clinical Case Manager	0.50	\$ 25,637.88	0.47	\$ 23,843.23	0.04	\$ 1,795								
Clinical Case Manager	0.50	\$ 18,199.20	0.47	\$ 16,925.26	0.04	\$ 1,274								
Clinical Case Manager	0.50	\$ 21,927.23	0.47	\$ 20,392.32	0.04	\$ 1,535								
Clinical Case Manager	0.50	\$ 5,956.00	0.47	\$ 5,539.08	0.04	\$ 417								
Documentation Supervisor	1.00	\$ 5,841	0.93	\$ 5,432.54	0.07	\$ 409								
Totals:	6.06	\$ 290,058	5.64	\$ 269,754	0.42	\$ 20,304	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Fringe Benefits:	27.11%	\$ 78,639	27.11%	\$ 73,134.62	27.11%	\$ 5,505	0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 368,698		\$ 342,889		\$ 25,809		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name: EPSDT
 Program Code: 38BV3

Appendix #: B-1
 Page #: 3
 Fiscal Year: 2018-2019
 Funding Notification Date: 8/15/2018

Expense Categories & Line Items	TOTAL			MH MSA (CSS) - HMHMPROP63 PMHS63-1703			
		251962-10000-10001670-0001	251962-10002-10001799-0004				
Term (01/01/18-06/30/18):	07/01/18-06/30/19	07/01/18-06/30/19	07/01/18-06/30/19				
Rent	\$ 24,162	\$ 21,990	\$ 2,172				
Utilities(telephone, electricity, water, gas)	\$ 4,645	\$ 4,227	\$ 418				
Building Repair/Maintenance	\$ 2,725	\$ 2,480	\$ 245				
Occupancy Total:	\$ 31,532	\$ 28,697	\$ 2,835	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 3,169	\$ 2,884	\$ 285				
Photocopying	\$ -	\$ -	\$ -				
Program Supplies	\$ 3,729	\$ 3,394	\$ 335				
Computer Hardware/Software	\$ 10,000	\$ 9,101	\$ 899				
Materials & Supplies Total:	\$ 16,898	\$ 15,379	\$ 1,519	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 6,680	\$ 6,079	\$ 601				
Insurance	\$ 4,481	\$ 4,079	\$ 403				
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ 3,400	\$ 3,094	\$ 306				
General Operating Total:	\$ 14,561	\$ 13,252	\$ 1,309	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 8,483	\$ 7,721	\$ 762				
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ 8,483	\$ 7,721	\$ 762	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
(add more Consultant/Subcontractor lines as necessary)	\$ -						
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
Food for client meetings and staff training (\$80/month for therapy sessions held at SFUSD schools, plus \$100 quarterly for staff trainings)	\$ 1,355	\$ 1,233.19	\$ 122				
	\$ -						
Other Total:	\$ 1,355	\$ 1,233.00	\$ 122.00	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 72,829	\$ 66,282	\$ 6,547	\$ -	\$ -	\$ -	\$ -

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) <u>00146</u>				Appendix # <u>B-2</u>	
Provider Name <u>YMCA of San Francisco, Urban Services</u>				Page # <u>1</u>	
Provider Number <u>38BV</u>				Fiscal Year <u>2018-2019</u>	
				Funding Notification Date <u>8/15/2018</u>	
Program Name	Trauma & Recovery	Trauma & Recovery			
Program Code	38BVC3	38BVC3			
Mode/SFC (MH) or Modality (SA)	15/10-57	15/01-09			
Service Description	MH Svcs	Case Mgt Brokerage			
Funding Term (7/1/18-6/30/19)	07/01/18-06/30/19	07/01/18-06/30/19			TOTAL
FUNDING USES					
Salaries & Employee Benefits	102,283	23,992		-	126,275
Operating Expenses	7,066	1,657			8,723
Subtotal Direct Expenses	109,348	25,650		-	134,998
Indirect Expenses	16,403	3,847		-	20,250
TOTAL FUNDING USES	125,751	29,497		-	155,248
BHS MENTAL HEALTH FUNDING SOURCES					
	Accounting Code (Index Code or Detail)				
MH FED SDMC FFP (50%) CYF	251962-10000-10001670-0001	5,265	1,235		6,500
MH STATE CYF 2011 PSR-EPSDT	251962-10000-10001670-0001	-	-		-
MH CYF COUNTY General Fund	251962-10000-10001670-0001	6,597	1,547		8,144
MH CYF COUNTY WO CODB	251962-10000-10001670-0001	-	-		-
MH WO DCYF Prop J Collaborative	251962-10002-10001799-0004				-
MH MHSA (CSS)	251984-17156-10031199-0017	113,889	26,715		140,604
MH WO DCYF Violence Prev Prog	251962-10002-10001799-0003	-	-	-	-
General Fund CODB	251962-10000-10001670-0001	-	-	-	-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		125,751	29,497	-	155,248
TOTAL DPH FUNDING SOURCES		125,751	29,497	-	155,248
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		125,751	29,497	-	155,248
BHS UNITS OF SERVICE AND UNIT COST					
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)			
DPH Units of Service	40,305	13,110			
Unit Type	Staff Minute	Staff Minute	0	0	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 3.12	\$ 2.25		\$ -	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 3.12	\$ 2.25		\$ -	\$ -
Published Rate (Medi-Cal Providers Only)	\$ 3.90	\$ 3.05			
Unduplicated Clients (UDC)	19	5			24

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: PASS Program
 Program Code: 38BVC3

Appendix #: B-2
 Page #: 2
 Fiscal Year: 2018-2019
 Certification Date: 8/15/2018

	TOTAL		251962-10000-10001670-0001	251984-17156-10031199-0017				
Term:	07/01/18-06/30/19		07/01/18-06/30/19		07/01/18-06/30/19		07/01/18-06/30/19	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Clinical Case Manager	1.00	\$ 49,881	0.09	\$ 4,489.26	0.91	\$ 45,391		
Case Manager	1.00	\$ 46,391	0.09	\$ 4,175.16	0.91	\$ 42,216		
Totals:	2.00	\$ 96,271	0.18	\$ 8,664	1.82	\$ 87,607	0.00	\$ -
Employee Fringe Benefits:	31.17%	\$ 30,004	31.17%	\$ 2,700.34	31.17%	\$ 27,303	0.00%	\$ -
TOTAL SALARIES & BENEFITS		\$ 126,275		\$ 11,365		\$ 114,910		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name: PASS Program
 Program Code: 38BVC3

Appendix #: B-2
 Page #: 3
 Fiscal Year: 2018-2019
 Funding Notification Date: 8/15/2018

Expense Categories & Line Items	TOTAL	251962-10000- 10001670-0001	251984-17156- 10031199-0017	(CR) 251962-10000- 10001670-0001		
Term (07/01/18-06/30/19):		07/01/18-06/30/19	07/01/18-06/30/19	07/01/18-06/30/19		
Rent	\$ -		\$ -	\$ -		
Utilities(telephone, electricity, water, gas)	\$ -	\$ -	\$ -	\$ -		
Building Repair/Maintenance	\$ -	\$ -	\$ -	\$ -		
Occupancy Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -		
Program Supplies	\$ -	\$ -	\$ -	\$ -		
Computer Hardware/Software	\$ -	\$ -	\$ -	\$ -		
Materials & Supplies Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ 1,346	\$ 121.16	\$ 1,225			
Professional License	\$ -	\$ -	\$ -	\$ -		
Permits	\$ -	\$ -	\$ -	\$ -		
Equipment/Vehicle Lease & Maintenance	\$ 4,034	\$ 363.03	\$ 3,671			
General Operating Total:	\$ 5,380	\$ 484	\$ 4,896	\$ -	\$ -	\$ -
Local Travel	\$ -					
Out-of-Town Travel	\$ -					
Field Expenses/Parking	\$ -					
Vehicle Operating	\$ 1,183	\$ 106.50	\$ 1,077			
Vehicle Insurance	\$ 2,160	\$ 194.40	\$ 1,966			
Staff Travel Total:	\$ 3,343	\$ 301	\$ 3,042	\$ -	\$ -	\$ -
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):						
	\$ -	\$ -		\$ -		
	\$ -	\$ -	\$ -	\$ -		
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 8,723	\$ 785	\$ 7,938	\$ -	\$ -	\$ -

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

DHCS Legal Entity Name (MH)/Contractor Name (SA) <u>YMCA of San Francisco, Urban Services</u>						Appendix #	B-3
Provider Name <u>YMCA of San Francisco, Urban Services</u>						Page #	1
Provider Number <u>38BV</u>						Fiscal Year	2018-2019
						Funding Notification	8/15/2018
Program Name	VPI-ISCS	VPI-ISCS	VPI-ISCS	VPI-ISCS	VPI-ISCS		
Program Code	38BV4	38BV4	38BV4	38BV4	38BV4		
Mode/SFC (MH) or Modality (SA)	15/10-57	15/07	15/57	15/01-09	45/10-19		
Service Description	MH Svcs	Intensive Care Coordination (ICC)	Intensive Home Based Services (IHBS)	Case Mgt Brokerage	MH Promotion		
Funding Term (07/1/18-12/31/18)	07/1/18-12/31/18	07/1/18-12/31/18	07/1/18-12/31/18	07/1/18-12/31/18	07/1/18-12/31/18		TOTAL
FUNDING USES							
Salaries & Employee Benefits	122,110	7,999	7,999	3,199	18,667		159,974
Operating Expenses	6,035	395	395	158	923		7,906
Subtotal Direct Expenses	128,145	8,394	8,394	3,358	19,590		167,880
Indirect Expenses	19,222	1,259	1,259	504	2,938		25,181
TOTAL FUNDING USES	147,366	9,653	9,653	3,860	22,529		193,062
BHS MENTAL HEALTH FUNDING SOURCES							
MH FED SDMC FFP (50%) CYF	251962-10000-10001670-0001	31,268	2,048	2,048	819		36,184
MH STATE CYF 2011 PSR-EPSDT	251962-10000-10001670-0001	28,142	1,843	1,843	737		32,566
MH CYF COUNTY General Fund	251962-10000-10001670-0001	24,366	1,596	1,596	638	16,529	44,725
MH CYF COUNTY WO CODB	251962-10000-10001670-0001	1,677	110	110	44		1,941
MH WO DCYF Violence Prev Prog	251962-10002-10001799-0003	61,913	4,056	4,056	1,622	6,000	77,646
							-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		147,366	9,653	9,653	3,860	22,529	193,062
TOTAL DPH FUNDING SOURCES		147,366	9,653	9,653	3,860	22,529	193,062
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		147,366	9,653	9,653	3,860	22,529	193,062
BHS UNITS OF SERVICE AND UNIT COST							
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service	50,125	4,388	3,283	1,755	185		
Unit Type	Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 2.94	\$ 2.20	\$ 2.94	\$ 2.20	\$ 121.85		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 2.94	\$ 2.20	\$ 2.94	\$ 2.20	\$ 121.85		
Published Rate (Medi-Cal Providers Only)	\$ 3.90	\$ 3.90	\$ 3.90	\$ 3.05	\$ 139.20		Total UDC
Unduplicated Clients (UDC)	30	5	10	10			55

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: ISCS
 Program Code: 38BV4

Appendix #: B-3
 Page #: 2

Fiscal Year: 2018-2019

Funding Notification Date: 8/15/2018

	TOTAL		251962-10000-10001670-0001		251962-10002-10001799-0003									
Term (07/01/18-12/31/18):			07/1/18-12/31/18		07/1/18-12/31/18									
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Head of Services	0.07	\$ 5,475.95	0.04	\$ 3,285.57	0.03	\$ 2,190.38								
Program Director	0.25	\$ 11,473.33	0.15	\$ 6,884.00	0.10	\$ 4,589.33								
Clinical Services Director	0.50	\$ 21,682.89	0.30	\$ 13,009.74	0.20	\$ 8,673.16								
Assoc. Director of Clinical Services	0.33	\$ 12,114.08	0.20	\$ 7,268.45	0.13	\$ 4,845.63								
Lead Clinician	0.50	\$ 1,445.11	0.30	\$ 867.07	0.20	\$ 578.04								
Case Manager	0.85	\$ 15,525.87	0.51	\$ 9,315.52	0.34	\$ 6,210.35								
Clinical Case Manager	0.50	\$ 14,759.58	0.30	\$ 8,855.75	0.20	\$ 5,903.83								
Clinical Case Manager	0.50	\$ 13,587.36	0.30	\$ 8,152.41	0.20	\$ 5,434.94								
Clinical Case Manager	0.50	\$ 8,585	0.30	\$ 5,151.19	0.20	\$ 3,434.12								
Clinical Case Manager	0.50	\$ 1,693	0.30	\$ 1,015.85	0.20	\$ 677.24								
Clinical Case Manager	0.50	\$ 11,299.60	0.30	\$ 6,779.76	0.20	\$ 4,519.84								
Clinical Supervisor	1.00	\$ 3,947	0.60	\$ 2,368.46	0.40	\$ 1,578.98								
Administrative Director	0.13	\$ 2,810	0.08	\$ 1,686.00	0.05	\$ 1,124.00								
		\$ -												
Totals:	6.13	\$ 124,400	3.68	\$ 74,640	2.45	\$ 49,760	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Fringe Benefits:	28.60%	\$ 35,574.15	28.60%	\$ 21,344.49	28.60%	\$ 14,229.66	0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 159,974		\$ 95,984		\$ 63,990		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name: ISCS
 Program Code: 38BV4

Appendix #: B-3
 Page #: 3
 Fiscal Year: 2018-2019
 Funding Notification Date: 8/15/2018

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	251962-10002-10001799-0003				
		07/1/18-12/31/18	07/1/18-12/31/18				
Term (07/01/18-12/31/18):							
Rent	\$ 4,261	\$ 2,557	\$ 1,704				
Utilities(telephone, electricity, water, gas)	\$ 667	\$ 400	\$ 267				
Occupancy Total:	\$ 4,929	\$ 2,957	\$ 1,971	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,823	\$ 1,094	\$ 729				
General Operating Total:	\$ 1,823	\$ 1,094	\$ 729	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 1,154	\$ 693	\$ 462				
Staff Travel Total:	\$ 1,154	\$ 693	\$ 462	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 7,906	\$ 4,744	\$ 3,162	\$ -	\$ -	\$ -	\$ -

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

Legal Entity Name (MH)/Contractor Name (SA) <u>YMCA of San Francisco, Urban Services</u>						Appendix #	B-4
Provider Name <u>YMCA of San Francisco, Urban Services</u>						Page #	1
Provider Number <u>383853</u>						Fiscal Year	2018-2019
						Funding Notification Date	8/15/2018
Program Name	OMI/Excelsior Youth Center	OMI/Excelsior Youth Center	OMI/Excelsior Youth Center	OMI/Excelsior Youth Center	OMI/Excelsior Youth Center		
Program Code	None	None	None	None	None		
Mode/SFC (MH) or Modality (SA)	PriPrev-12	PriPrev-13	PriPrev-14	PriPrev-16	PriPrev-17		
Service Description	SA-PriPrevention Info Dissemination	SA-PriPrevention Education	SA-PriPrevention Alternatives	SA-PriPrevention Cmnty Based	SA-PriPrevention Problem Identification & Referral		
Funding Term (07/01/18-06/30/19)	07/01/18-06/30/19	07/01/18-06/30/19	07/01/18-06/30/19	07/01/18-06/30/19	07/01/18-06/30/19	TOTAL	
FUNDING USES							
Salaries & Employee Benefits	18,666	68,458	96,457	47,878	1,867	233,325	
Operating Expenses	2,204	8,081	11,387	5,652	220	27,544	
Capital Expenses						-	
Subtotal Direct Expenses	20,870	76,539	107,843	53,530	2,087	260,869	
Indirect Expenses	3,130	11,481	16,176	8,030	313	39,130	
TOTAL FUNDING USES	24,000	88,020	124,020	61,560	2,400	300,000	
BHS MENTAL HEALTH FUNDING SOURCES	Accounting Code (Index Code or Detail)						
						-	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		-	-	-	-	-	
BHS SUBSTANCE ABUSE FUNDING SOURCE	Accounting Code (Index Code or Detail)						
SA FED - SAPT Primary Prevention Set-Aside, C	240646-10000-10001681-0003	24,000	88,020	124,020	61,560	2,400	300,000
						-	
						-	
This row left blank for funding sources not in drop-down list							
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		24,000	88,020	124,020	61,560	2,400	300,000
OTHER DPH FUNDING SOURCES	Accounting Code (Index Code or Detail)						
						-	
This row left blank for funding sources not in drop-down list							
TOTAL OTHER DPH FUNDING SOURCES		-	-	-	-	-	
TOTAL DPH FUNDING SOURCES		24,000	88,020	124,020	61,560	2,400	300,000
NON-DPH FUNDING SOURCES							
This row left blank for funding sources not in drop-down list							
TOTAL NON-DPH FUNDING SOURCES		-	-	-	-	-	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		24,000	88,020	124,020	61,560	2,400	300,000
BHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased (if applicable)							
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)							
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
Payment Method	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)		
DPH Units of Service	400	978	1,378	1,026	40		
Unit Type	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 60.00	\$ 90.00	\$ 90.00	\$ 60.00	\$ 60.00		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 60.00	\$ 90.00	\$ 90.00	\$ 60.00	\$ 60.00		
Published Rate (Medi-Cal Providers Only)	\$ -	\$ -	\$ -	\$ -	\$ -	Total UDC	
Unduplicated Clients (UDC)		24	10			34	

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: OMI/Excelsior Youth Center
 Program Code: N/A

Appendix #: B-4
 Page #: 2
 Fiscal Year: 2018-2019
 Funding Notification Date: 8/15/2018

checked

Term	TOTAL		240646-10000-10001681-0003											
			07/01/18 - 06/30/19											
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Head of Services	0.01	\$ 1,550	0.01	\$ 1,550										
Program Director	0.38	\$ 17,734	0.38	\$ 17,734										
Family Engagement Coordinator	0.95	\$ 56,311	0.95	\$ 56,311										
SFP Facilitator	0.18	\$ 4,354	0.18	\$ 4,354										
SFP Facilitator	0.11	\$ 4,822	0.11	\$ 4,822										
SFP Facilitator	0.11	\$ 3,684	0.11	\$ 3,684										
SFP Childwatch	0.06	\$ 1,190	0.06	\$ 1,190										
SFP Childwatch	0.06	\$ 1,190	0.06	\$ 1,190										
SFP Childwatch	0.06	\$ 595	0.06	\$ 595										
SFP Childwatch	0.06	\$ 595	0.06	\$ 595										
SFP Coordinator	1.00	\$ 38,465	1.00	\$ 38,465										
EP Coordinator	1.00	\$ 43,839	1.00	\$ 43,839										
Administrative Director	0.12	\$ 7,954	0.12	\$ 7,954										
	0.00	\$ -												
	0.00	\$ -												
Totals:	4.10	\$ 182,283	4.10	\$ 182,283	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -

Employee Fringe Benefits:	28.00%	\$ 51,042	28.00%	\$ 51,042	0.00%	\$ -	0.00%		0.00%		0.00%		0.00%	
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TOTAL SALARIES & BENEFITS		\$ 233,325		\$ 233,325		\$ -								
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Appendix B - DPH 4: Operating Expenses Detail

Program Name: OMI/Excelsior Youth Center
 Program Code: N/A

Appendix #: B-4
 Page #: 3
 Fiscal Year: 2018-2019
 Funding Notification Date: 8/15/2018

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003						
Term: 07/01/18-6/30/19		07/01/18-6/30/19						
Rent	\$ -	\$ -						
Utilities(telephone, electricity, water, gas)	\$ 420	\$ 420						
Building Repair/Maintenance	\$ -	\$ -						
Occupancy Total:	\$ 420	\$ 420		\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 1,000	\$ 1,000						
Photocopying	\$ -	\$ -						
Program Supplies	\$ 1,824	\$ 1,824						
Computer Hardware/Software	\$ -	\$ -						
Materials & Supplies Total:	\$ 2,824	\$ 2,824		\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ -	\$ -						
Insurance	\$ 2,700	\$ 2,700						
Professional License	\$ -	\$ -						
Permits	\$ -	\$ -						
Equipment Lease & Maintenance	\$ 6,600	\$ 6,600						
General Operating Total:	\$ 9,300	\$ 9,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 560	\$ 560						
Out-of-Town Travel	\$ -	\$ -						
Field Expenses/Parking	\$ -	\$ -						
Staff Travel Total:	\$ 560	\$ 560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor Total:	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -							
Program Food: (\$238.46 SFP weekly dinners * 26 sessions) + (\$500 graduation dinner * 2 events) + (\$40 EP snacks * 36 sessions) + (\$25 water * 12 months)	\$ 8,940	\$ 8,940						
Youth Stipends/Incentives: (\$50 SFP graduation gift cards * 28 participants) + (\$1,100 SFP weekly incentives) + (\$150 EP stipends * 20 participants)	\$ 5,500	\$ 5,500						
	\$ -							
Other Total:	\$ 14,440	\$ 14,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 27,544	\$ 27,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Appendix C
Insurance Waiver**

Reserved

Appendix D
Reserved (formerly “Additional Terms”)

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

YMCA of San Francisco

July 1, 2018

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

RECITALS

- A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.
- C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).
- D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.
- E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

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

1. Definitions.

- a. Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.
- b. Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

YMCA of San Francisco

July 1, 2018

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

YMCA of San Francisco

July 1, 2018

2. Obligations of Business Associate.

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

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

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

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

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket

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in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

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

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

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

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

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

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

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

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

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

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

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3. Termination.

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

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

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

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

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

4. Amendment to Comply with Law.

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

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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

Hotline (Toll-Free): 1-855-729-6040

**Appendix F
Invoice**

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

Appendix F
PAGE A

Control Number

Contractor: YMCA of San Francisco - Urban

Address: 1426 Fillmore St., Suite 204, San Francisco, CA 94115

Tel. No.: (415) 674-0880
Fax No.: (415) _____

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Community Behavioral Health Services

BHS

INVOICE NUMBER: M15 JL 18

Cl.Blanket No.: BPHM TBD User Cd _____

Cl. PO No.: POHM TBD

Fund Source: GF/ MH WO DCYF Prop J

Invoice Period : July 2018

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

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

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	LIEN	UOS	CLIENTS
B-1 EPSDT PC# 38BV3												
15/ 10 - 57 MH Svcs	144,033				\$ 3.24	\$ -	0.000		0.00%		144,033.000	\$ 466,666.92
15/ 01 - 09 Case Mgt Brokerage	17,933				\$ 2.27	\$ -	0.000		0.00%		17,933.000	\$ 40,707.91
B-3 VPI - ISCS PC# - 38BV4												
15/ 10 - 57 MH Svcs	50,125				\$ 2.94	\$ -	0.000		0.00%		50,125.000	147,367.50
15/ 07 Intensive Care Coordination (ICC)	4,388				\$ 2.20	\$ -	0.000		0.00%		4,388.000	9,653.60
15/ 57 Intensive Home Based Svcs (IHBS)	3,283				\$ 2.94	\$ -	0.000		0.00%		3,283.000	9,652.02
15/ 01 - 09 Case Mgt Brokerage	1,755				\$ 2.20	\$ -	0.000		0.00%		1,755.000	3,861.00
45/ 10 - 19 MH Promotion	185				\$ 121.85	\$ -	0.000		0.00%		185.000	22,542.25
TOTAL	221,702		0.000				0.000		0.00%		221,702.000	\$ 700,451.20
Budget Amount					\$ 700,817.00		Expenses To Date		% of Budget		Remaining Budget	
							\$ -		0.00%		\$ 700,817.00	

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

NOTES:

MH WO DCYF - 251962-10002-10001799-0004 - \$114,010.00
 MH CYF GF - 251962-10000-10001670-0001 - \$583,957.00
 GF - WO CODB - 251962-10000-10001670-0001 - \$2,350.00

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

Signature: _____ Date: _____

Title: _____

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

DPH Authorization for Payment

 Authorized Signatory

 Date

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

Introduction

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

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

Dispute Resolution Procedure

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

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

Appendix H

Reserved

Appendix I

THE DECLARATION OF COMPLIANCE

Each Fiscal Year, CONTRACTOR attests with a Declaration of Compliance that each program site has an Administrative Binder that contains all of the forms, policies, statements, and documentation required by Community Behavioral Health Services (CBHS). The Declaration of Compliance also lists requirements for site postings of public and client information, and client chart compliance if client charts are maintained. CONTRACTOR understands that the Community Programs Business Office of Contract Compliance may visit a program site at any time to ensure compliance with all items of the Declaration of Compliance.

Appendix J

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

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

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

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

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

Reference Documents

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

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

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

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

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

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

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

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

Document 1J(b): DMC Audit Appeals Process

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

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

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

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

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

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

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

Document 2C: Title 22, California Code of Regulations

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

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

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

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

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

Document 2G Drug Medi-Cal Billing Manual

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Document 3S CalOMS Treatment Data Compliance Standards

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

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

Document 5A : Confidentiality Agreement

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

I. Subcontractor Documentation

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

Records

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

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.
2. Providers shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
5. Provider's shall require that all subcontractors comply with the requirements of this Section A.
6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.

If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.
7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

II Patient Record Retention

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

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

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

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

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

III. Control Requirements

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

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

K) Medi-Cal Eligibility Verification

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

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

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

3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SABG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:

a) Document 1C, Driving-Under-the-Influence Program Requirements;

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

IV Provider's Agents and Subcontractors

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

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

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

V Breaches and Security Incidents

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

a. **Initial Notice to the Department**

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

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

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

b. Investigation and Investigation Report.

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

c. Complete Report.

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

reasonable extension of time, in which case provider shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. Responsibility for Reporting of Breaches

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

e. Responsibility for Notification of Affected Individuals

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

f. Department Contact Information

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

VI Additional Provisions for Substance Abuse Block Grant (SABG)

A. Additional Intergovernmental Agreement Restrictions

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

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

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

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

C. Hatch Act

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

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

E. Noncompliance with Reporting Requirements

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

F. Debarment and Suspension

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

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

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

H. Restriction on Distribution of Sterile Needles

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

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

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

1) Trading Partner Requirements

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

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

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

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

2) Concurrence for Test Modifications to HHS Transaction Standards

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

3) Adequate Testing

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

4) Deficiencies

The Provider agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the provider is acting as a clearinghouse for that provider. If the provider is a clearinghouse, the provider agrees to properly communicate deficiencies and

other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5) Code Set Retention

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

6) Data Transmission Log

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

I. Nondiscrimination and Institutional Safeguards for Religious Providers

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

J. Counselor Certification

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

K. Cultural and Linguistic Proficiency

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

L. Intravenous Drug Use (IVDU) Treatment

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

M. Tuberculosis Treatment

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

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

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

N. Trafficking Victims Protection Act of 2000

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

O. Tribal Communities and Organizations

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

P. Participation of County Behavioral Health Director's Association of California.

1) The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

2) The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

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

R. Perinatal Services Network Guidelines

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

S. Restrictions on Grantee Lobbying – Appropriations Act Section 503

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

T. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

U. Nondiscrimination in Employment and Services

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

V. Federal Law Requirements:

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

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

W. State Law Requirements:

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

X. Additional Contract Restrictions

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

Y. Information Access for Individuals with Limited English Proficiency

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

Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials

explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

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

Z. Investigations and Confidentiality of Administrative Actions

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

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

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

A1. Subcontract Provisions

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

B1. Conditions for Federal Financial Participation

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

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

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

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

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

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

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

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

1. In addition to complying with the sub contractual relationship requirements set forth in Article II.E.8 of this Agreement, the Contractor shall ensure that all subcontracts require that the Contractor oversee and is held accountable for any functions and responsibilities that the Contractor delegates to any subcontractor.

2. Each subcontract shall:

- i. Fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract.
- ii. Ensure that the Contractor evaluates the prospective subcontractor's ability to perform the activities to be delegated.
- iii. Require a written agreement between the Contractor and the subcontractor that specifies the activities and report responsibilities delegated to the subcontractor; and provides for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.
- iv. Ensure that the Contractor monitor the subcontractor's performance on an ongoing basis and subject it to an annual onsite review, consistent with statutes, regulations, and Article III.PP.
- v. Ensure that the Contractor identifies deficiencies or areas for improvement, the subcontractor shall take corrective actions and the Contractor shall ensure that the subcontractor implements these corrective actions.

3. The Contractor shall include the following provider requirements in all subcontracts with providers:

- i. **Culturally Competent Services:** Providers are responsible to provide culturally competent services. Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services shall be available for beneficiaries, as needed.
- ii. **Medication Assisted Treatment:** Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.
- iii. **Evidence Based Practices (EBPs):** Providers will implement at least two of the following EBPs based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The state will monitor the implementation and regular training of EBPs to staff during reviews.

The required EBPs include:

- a. **Motivational Interviewing:** A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.
- b. **Cognitive-Behavioral Therapy:** Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

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

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

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

C1. Beneficiary Problem Resolution Process

1. The Contractor shall establish and comply with a beneficiary problem resolution process.

2. Contractor shall inform subcontractors and providers at the time they enter into a subcontract about:

i. The beneficiary's right to a state fair hearing, how to obtain a hearing and the representation rules at the hearing.

ii. The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.

iii. The beneficiary's right to give written consent to allow a provider, acting on behalf of the beneficiary, to file an appeal. A provider may file a grievance or request a state fair hearing on behalf of a beneficiary, if the state permits the provider to act as the beneficiary's authorized representative in doing so.

iv. The beneficiary may file a grievance, either orally or in writing, and, as determined by DHCS, either with DHCS or with the Contractor.

v. The availability of assistance with filing grievances and appeals.

vi. The toll-free number to file oral grievances and appeals.

vii. The beneficiary's right to request continuation of benefits during an appeal or state fair hearing filing although the beneficiary may be liable for the cost of any continued benefits if the action is upheld.

viii. Any state determined provider's appeal rights to challenge the failure of the Contractor to cover a service.

3. The Contractor shall represent the Contractor's position in fair hearings, as defined in 42 CFR 438.408 dealing with beneficiaries' appeals of denials, modifications, deferrals or terminations of covered services. The Contractor shall carry out the final decisions of the fair hearing process with respect to issues within the scope of the Contractor's responsibilities under this Agreement. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a fair hearing decision.

i. Pursuant to 42 CFR 438.228, the Contractor shall develop problem resolution processes that enable beneficiary to request and receive review of a problem or concern he or she has about any issue related to the Contractor's performance of its duties, including the delivery of SUD treatment services.

4. The Contractor's beneficiary problem resolution processes shall include:

i. A grievance process;

ii. An appeal process; and,

iii. An expedited appeal process.

Additional Provisions DMC-ODS

1. Additional Intergovernmental Agreement Restrictions

i. This Agreement is subject to any additional restrictions, limitations, conditions, or statutes enacted or amended by the federal or state governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

2. Voluntary Termination of DMC-ODS Services

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

3. Nullification of DMC-ODS Services

i. The parties agree that failure of the Contractor, or its subcontractors, to comply with W&I section 14124.24, the Special Terms and Conditions, and this Agreement, shall be deemed a breach that results in the termination of this Agreement for cause.

ii. In the event of a breach, the DMC-ODS services shall terminate. The Contractor shall immediately begin providing DMC services to the beneficiaries in accordance with the State Plan.

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of June 1, 2022, in San Francisco, California, by and between YMCA (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, this Agreement was procured as a Sole Source contract for health and behavioral health services and support, where such services will be provided by a non-profit organization and a sole source designation recommended by the San Francisco Department of Public Health as authorized by San Francisco Administrative Code Chapter 21.42; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-1-2017 issued on March 7, 2017, RFQ-17-2016 issued on July 20, 2016, RFP-2-2017 issued on October 17, 2017 and RFP-2018-2023 issued on July 31, 2017 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained on from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 46987-16/17 in the amount of \$233,200,000 for the period commencing July 1, 2017 and ending June 30, 2027, PSC number 44670-16/17 in the amount of \$38,400,000 for the period commencing July 1, 2017 and ending June 30, 2026, 48652-16/17 in the amount of \$367,880,000 for the period commencing July 1, 2017 and ending June 30, 2027; and

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2018 between Contractor and City.

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

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

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

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

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

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

2.2 Compensation. *Section 3.3.1 Payment 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 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 **Five Million Eight Hundred Thirty-Five Thousand Nine Hundred Eleven Dollars (\$5,835,911)**. 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:

ARTICLE 3 FINANCIAL MATTERS

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Nine Million Nine Hundred Eighty-Seven Thousand Six Hundred Three Dollars (\$9,987,603)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

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

3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods. Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City

2.3 Getting Paid by the City for Goods and/or Services. *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.4 in its entirety.*

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed,

sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

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

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

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

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

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

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

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

3.4 Audit and Inspection of Records.

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

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

3.4.2 If Contractor expends less than \$750,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials

of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

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

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

2.6 Contract Amendments; Budgeting Revisions: *The following is hereby added to Article 3.7 of the Agreement:*

3.7 Contract Amendments; Budgeting Revisions.

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

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

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

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

4.2. Qualified Personnel

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

4.2.2 Contractor Vaccination Policy.

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

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

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

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

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

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

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

4.3 Subcontracting.

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

4.3.2 Subcontractors named in Appendix B.

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

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, transferred, or delegated by Contractor (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden

by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

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

5.1 Insurance

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

- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers' Compensation Insurance, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- (d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Reserved. (Technology Errors and Omissions Coverage).
- (f) Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.
- (g) Reserved. (Pollution Liability Insurance).
- (h) 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.

5.1.2 Additional Insured Endorsements

- (a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (c) Reserved. Pollution Auto Liability Insurance Additional Insured Endorsement

5.1.3 Waiver of Subrogation Endorsements

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

5.1.4 Primary Insurance Endorsements

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

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

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

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: **insurance-contractsrms410@sfdph.org**.

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

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

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

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

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

2.11 Indemnification. *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.2 in its entirety:*

5.2 Indemnification.

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

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

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

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

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

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

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement

entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

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

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

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

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

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

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

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

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, in accordance with San Francisco Administrative Code Section 21.33 (Procedure Upon Contractor's Failure to Deliver) where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Further, in accordance with San Francisco Administrative Code Section 10.27.1 (Controller may Offset), City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.3 shall survive termination of this Agreement.

8.2.4 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

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

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

8.4 Rights and Duties upon Termination or Expiration.

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

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

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

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

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

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 1380 Howard Street San Francisco, California 94103	FAX: (415) 252-3088 e-mail: David.Folmar@sfdph.org
And:	APRIL CRAWFORD CONTRACT DEVELOPMENT AND TECHNICAL ASSISTANCE (CDTA) 1380 HOWARD STREET, 5 TH FLOOR SAN FRANCISCO, CA 94103	FAX: (415) 252-3031 e-mail: april.crawford@sfdph.org
To CONTRACTOR:	YMCA 1426 Fillmore Street, Suite 204 SAN FRANCISCO, CA 94115	FAX: (415) e-mail: edaskalakis@ymcasf.org

2.17 Incorporation of Recitals. *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.3 in its entirety*

11.3 Incorporation of Recitals.

The matters recited above are hereby incorporated into and made part of this Agreement.

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

11.13 Order of Precedence.

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposals dated August 23, 2016, April 24, 2017, August 8, 2017 and November 29, 2017. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this

Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

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

11.14 Notification of Legal Requests.

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

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

12.3. Certification Regarding Lobbying.

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

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

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

12.3.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

2.22 Management of City Data and Confidential Information: *The following is hereby added to Article 13 of the Agreement, replacing the previous 13.4 in its entirety.*

13.4 Management of City Data and Confidential Information.

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

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

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

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

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

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

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

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

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

2.28 Appendix J, Substance Abuse Disorder Services, dated 11/05/19 (i.e. November 5, 2019) is hereby deleted and Appendix J, Substance Abuse Disorder Services, dated 07/01/21 (i.e. July 1, 2021) is hereby added to the Agreement for 2021-22.

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

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

CONTRACTOR

Recommended by:

YMCA
DocuSigned by:

DocuSigned by:
Greg Wagner 6/29/2022 | 1:04 PM PDT
28527524752949F...
Grant Colfax
Director of Health
Department of Public Health

Erin Clark 6/28/2022 | 1:31 PM PDT
48E9D79DB1ED402...
Erin Clark
Senior Vice President of Operations

City Supplier ID:
0000007996

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Henry Lifton 6/29/2022 | 8:58 AM PDT
6D6CB58424584B1...
Henry Lifton
Deputy City Attorney

Approved:

DocuSigned by:
Sailaja Kurella 6/29/2022 | 1:25 PM PDT
9AE44094D514E7...
Sailaja Kurella
Director, Office of Contract Administration, and
Purchaser

Appendix A

Scope of Services – DPH Behavioral Health Services

1. Terms

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

2. Description of Services

3. Services Provided by Attorneys

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **April Crawford**, 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 shall determine whether locations where work is being performed fall under the purview of the Cal/OSHA Aerosol Transmissible Disease (ATD) Standard as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>).

(a) If the Contractor determines that the ATD Standard applies the Contractor shall 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.

(b) If the Contractor determines that the ATD Standard does not apply the Contractor shall prepare a COVID-19 Prevention Program specific to their locations and activities, and meeting all requirements of the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards, California Code of Regulations, Title 8, Section 3205 *et. Seq.* (<https://www.dir.ca.gov/title8/3205.html>), its successor permanent standard when it is adopted, as well as any interpretations Cal/OSHA makes for the standards.

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.

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

- Appendix A-1: Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program
- Appendix A-2: Positive Avenues to School Success (PASS) Program
(Trauma and Recovery Services)
- Appendix A-3: Intensive Supervision and Clinical Services (ISCS) Program
- Appendix A-4: Oceanview, Merced Heights, Ingleside, (OMI) / Excelsior Beacon Center

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.

Contractor: Urban Services YMCA of San Francisco	Appendix A-1
City Fiscal Year: 2021-2022	Contract Term: 07/01/2021 - 06/30/2022
CID #10000010841	

1. Identifiers:**Program Name: Urban Services YMCA of San Francisco EPSDT Program****Program Address: 1426 Fillmore Street, Suite 204****City, State, Zip Code: San Francisco, CA 94115****Jane Chandler, Director of Mental Health Services****Telephone: (415) 637-8201****Facsimile: (415) 563-8017****Program Codes: 38BV3****2. Nature of Document:**

New RPB #1 **Contract Amendment One**

3. Goal Statement:

To aid youth and families through effective and comprehensive services which aim to reduce psychiatric symptoms, increase functioning, and increase coping skills such that the likelihood of further intervention in the future is lessened and quality of life and mental health is improved.

4. Target Population:

Age: Youth and their families ages 4-18

Neighborhood: San Francisco city wide. Vast majority of clients live in Bayview, Potrero Hill and the Western Addition.

Gender: all

Economic Status: low income, general assistance, unemployed

Languages: Primarily English and Spanish

Emphasis is on providing services to those in most need or to reach families who are unable or not accustomed to accessing mental health services in a clinic or elsewhere in the community.

Reaching families in their homes and in our schools is the best place to begin collaborative community-based and client-centered care. EHRMS funding will be allocated for school refusal clients.

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

Contractor: Urban Services YMCA of San Francisco	Appendix A-1
City Fiscal Year: 2021-2022	Contract Term: 07/01/2021 - 06/30/2022
CID #10000010841	

Urban Services YMCA EPSDT 2020 Program		
Service Description 38BV3	Units of Service (UOS)	Unduplicated Clients (UDC)
MH Services	141,465 minutes	120
Case Management Brokerage	22,757 minutes	3
Totals	163,922 minutes	123

6. Methodology:

A. Outreach, Recruitment, Promotion, and Advertisement

Within Urban Services YMCA's realm of social service programs, our Mental Health Program provides culturally sensitive services in the heart of high need communities within San Francisco. Our overall objective is to provide youth and their families living in San Francisco's most challenged communities with the same opportunities and skills that other San Francisco neighborhoods have. One of our program's strengths is the diversity of our locations we serve allowing the Clinical Case Managers to meet families in their own neighborhoods. This year most of our services will be offered in-person on school campuses and at our agency site, however some virtual services will be maintained with a minority of clients who prefer virtual platform or due to other circumstances must remain virtual for the time being.

We collaborate with SFUSD and other facilities to provide multiple access points for youth and their families primarily focusing on services in the Western Addition, South Central region, and Southeast sector of San Francisco. Services are provided in a multitude of locations chosen to best accommodate clients and their needs including but not limited to; SFUSD campuses and KIPP Academy schools, clients' homes, Family Resource Centers, Urban Services YMCA, and the OMI/E Beacon Center. Our services make it possible to provide needed support to multiple communities within our diverse city. Additionally, CCM's establish points of contact for referrals to ours and other agencies' services while offering outreach, education, and collaboration within our service locations. In addition to our network of community-based programs that will identify potential clients, referrals will also be received from foster care, school staff and other BHS contractors.

Through the Placement of Clinical Case Managers in these neighborhoods where the communities experience significant exposure to violent and traumatic events, the CCM's will have a real opportunity to address the mental health conditions of youth and families. We will provide mental

Contractor: Urban Services YMCA of San Francisco	Appendix A-1
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health services and comprehensive clinical case management services to youth and their families negatively affected by exposure to violence to reduce levels of untreated trauma. We expect that youth and families will be engaged in our services for a period of approximately 6 months, with most of the treatment being provided through mental health and case management programming.

Clinical Case Managers will work in conjunction with our existing network of mental health counselors, case managers, community organizers and family advocates to provide youth and their families with mental health services. Our CCM's will locate appropriate crisis response services and facilitate referrals to these services if necessary. Through our program we hope to support the collective improvement of a community's emotional health. These services will provide youth and their families with feelings of empowerment and community safety, and it is our goal to strengthen our clients through participation in our offered services.

The program will participate in the BHS Advanced Access initiative, ensuring timely measurement of data at the site and the reporting of data to BHS as required, with the caveat that it may be changed from time to time with prior notice from BHS. Our program will adhere to BHS guidelines regarding assessment and treatment of indigent (uninsured) clients.

B. Admission, Enrollment, and Intake Criteria

Criteria for admission to this program will be children, youth, young adults, families, and communities that meet medical necessity and eligibility requirements for Med-iCal EPSDT services

Our program will continue to authorize all services through our internal Program Utilization Review Quality Committee (PURQC). All services will be delivered in a confidential setting with client confidentiality safeguarded by licensed clinicians or interns working under the direct supervision of a licensed therapist.

C. Service Delivery Model

The CCM's will provide client services to communities within school, community, and office settings during the program hours of operation, that fluctuate between Monday – Friday 9 a.m. – 7 p.m. Each CCM will assess client functioning to determine appropriate plan of care, interventions and expected length of stay in the program. Wherever possible, CCMs will attempt to utilize a Brief Therapy Model, but will not be limited to this model should the client require more intensive therapeutic services. CCMs will also provide collateral and case management services as needed for continuity of care. Every attempt will be made to utilize wrap-around services through appropriate referral of clients to additional community-based support services such as substance abuse treatment and prevention, Family Resource Centers, Beacon Community Centers, primary care providers and health and fitness resources such as the YMCA. CCMs will have access to information

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about Urban Services programs as well as other community programs to provide the most comprehensive plan of care for each client.

Service delivery will be driven by the findings in our comprehensive CANS assessment data which we use to help inform our client treatment plans of care. They are used intensely throughout our service model to help inform what kinds of services may be helpful for clients as well as the level of care offered to each client and family.

D. Exit Criteria

Clients will be discharged based upon successful completion of treatment. In some cases, client and therapist may mutually agree to terminate before completion of treatment due to varying circumstances, and occasionally there are instances of premature termination due to extraneous circumstances. In those cases, everything possible is done to ensure the appropriate referrals are made and a proper termination process is conducted with each client.

E. Program Staffing

One Licensed MFT Mental Health Director (MHD) will be partially responsible for clinical supervision of the program and overall program management. Responsibilities include program management, managing and coordinating clinical staff, oversight of services delivery and managing delivery sights and contract compliance with CBHS as well as managing staff development. Managing referrals and service placement will also fall under the MHD's purview. Also, program oversight of TRACK substance-abuse treatment-referred probation youth.

One Clinical Coordinator (CC) will oversee daily operations and our traineeship and training programs. Other responsibilities include some documentation tracking, review and staff support and leadership

One Documentation Specialist (DS) oversees all services tracking, billing, invoicing, and cost reporting in this program. This position works with the Lead Clinician on contract compliance, chart auditing, and QA/QI.

Our School-Based mental health program employs 4 full-time clinical staff who work part to three-quarter time in this program, as well as 8 part-time graduate level clinical trainees for an approximate FTE total of 6.5.

In addition, we have 2 part-time clinical Supervisors that provide clinical supervision in this contract: one LMFT and one LCSW.

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7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled: **Children, Youth and Families Performance Objectives FY 21-22.**

8. Continuous Quality Improvement:

- A. In order to meet contract performance objectives and to maintain cohesiveness within our team, weekly staff meetings are scheduled to discuss quality assurance, chart auditing, compliance and policy, programmatic changes, as well as trainings for all our staff so they have the tools to succeed and thrive in their professional growth and fulfill job performance expectations.

During weekly meetings, staff members actively engage in structured meeting time designated to identify and discuss any barriers to service delivery, identify any possible holes in the offering of or access to services requested by our clients and their families. We continue to have round-table discussions about what is “working” and what staff identifies are goals to reach for in ensuring that our clients are being able to access the services they are asking for. Community referrals and information is exchanged during staff meeting as well as within weekly group supervision.

- B. Urban Policy and Procedure Manual and staff training documentation state the following procedures for ensuring the highest quality clinical and technical documentation:
- 24-hour documentation entry rules for all clinical staff
 - 7-day supervision review deadline policy by licensed clinical supervisors for all assessments, treatment plans of care, and clinical progress notes completed by non-licensed staff.
 - Tri-annual chart audits to ensure proper filing and to check for document signatures, documentation, timely completion, and general file health.
 - PURQC updates and yearly service utilization review which includes client eligibility, medical necessity, needs assessment, plan progress, and to analyze and discuss service modality and frequency.
- C. Urban Services mental health program staff members aim to meet the needs of our clients in a culturally sensitive manner and are careful to discuss openly the concerns that arise out of working within the social services sector in a greatly diverse urban community. When services needs are indicated in a language other than what is available by our staff at the time of receiving a referral, it is Urban Services policy to ensure the proper referral is made to an agency who can meet language need. If no openings are found, advocacy and case management is maintained with our family until services can be found in order to ensure

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that families do not “fall through the crack” and add to the unfair access disparity between dominant culture families and our families who speak other languages in the home.

- D. Yearly client satisfaction surveys are disseminated each May and the results returned to us by BHS and added into our contract performance scores. These results are shared with staff and each fall a special staff meeting is designated for addressing the feedback given by our program participants. Furthermore, policy and protocols are adjusted accordingly to reflect programmatic changes discussed and agreed upon by our agency in order to continuously better our program and meet the needs our clients in the way that works best for them.
- E. Every CANS assessment created by our staff is reviewed carefully by clinical supervisors to ensure quality information reporting. Monthly “Superuser” support calls are attended by the program director and each year BHS administration compiles and delivers to us a data report on treatment progress. The report is designed to analyze client progress on each scoring item over time between Initial CANS assessment and the subsequent reassessments and closing CANS. It is this pivotal report that is shared with staff and the results analyzed in order to roughly identify what our agency appears to be doing well and what we may need to work on improving. The results of last year indicated that our clients were not showing marked improvement on anger control skills from the time of initial CANS assessment and their subsequent reassessment eight months later. Scheduled training subject matter was adjusted to reflect this possible need in improved service delivery focus and competency.

9. Required Language

N/A

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1. Identifiers:

Program Name: Urban Services YMCA Trauma and Recovery Program
 Program Address: 1426 Fillmore Street Suite 204
 City, State, ZIP: San Francisco CA 94115
 Telephone: 415.561.0631 FAX: 415.563.8017
 Website Address: www.ymcasf.org

Person Completing this Narrative: Jane Chandler
 Telephone: 415-637.8201
 Email Address: jchandler@ymcasf.org
 Program Code(s): 38BVC3 38BVC4 (MAA only)

2. Nature of Document: Amendment One

3. Goal Statement:

To effectively re-engage chronically truant youth in San Francisco back into their educational experience or enrolled into a certificate or vocational assistance program. Four major tenets of the program include: mental health and needs assessments for youth and families, case management for linkage and specialized assistance, short-term safe transportation to address environmental safety issues that prohibit consistent school attendance, and peer outreach and empowerment for affecting positive community change.

4. Target Population:

Age: Youth who have a history of chronic truancy 5-19 years old

Neighborhood: Citywide San Francisco

Gender: All youth of any gender.

Economic Status: Youth and their families who may be experiencing unemployment, limited incomes and/or receive general assistance.

Language needs: Services are provided in English with services established for Spanish translation assistance when needed.

5. Modality(s)/Intervention(s)

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Our services in the PASS Program include individual and family therapy, case management, outreach and community engagement activities, mental health promotion and de-stigmatization. Examples of outreach activities are listed below [in Section B]:

A. Mental Health Assessment and Treatment

For school refusal cases we deliver individual or family mental health assessments and treatment to reach our young students suffering from mental health disorders and difficulties in family functioning.

B. Outreach

1. Connect with schools, teen centers, SFPD, community businesses and other CBO's where youth frequently congregate.
2. Make contact and develop rapport with the youth.
3. Providing the youth and their guardians with necessary referrals and/or intake paperwork for services.
4. Transport youth to authorized school site or to the Truancy Assessment and Resource Center (TARC) office as well as to vocational meetings and interviews and/or professional appointments.
5. Maintain and interact in a culturally sensitive, respectful, and professional demeanor.
6. Attend and participate in school and court meetings as part of case management services. School meetings include School Support Team meetings, Truancy hearing preparation meetings, Individual Education Plan (IEP) meetings and any supportive meetings on or off campus.

C. Community Outreach

1. Presentations to school personnel, police, CBO's, churches, city departments and other community services where youth are frequently engaged or congregate.
2. Maintain a liaison relationship with schools, police, health providers, community centers and other groups who might provide services or referrals to the Outreach program.
3. Attend community meetings with other service providers to share program information and coordinate services.

Urban Services YMCA PASS Program		
Service Description 38BVC3 38BVC4	Units of Service (UOS)	Unduplicated Clients (UDC)
MH Services	61,408 minutes	22
Case Management Brokerage	6,972 minutes	5
Totals	68,380 minutes	27

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Note: all 22 clients who received mental health services may also receive case management services. Approximately 25% of the youth receive mental health and case management services; The remaining 5 clients receive case management services only either due to needs assessment or that they already have a therapist.

6. Methodology:

Direct Mental Health Services for youth and families

The PASS program's services primarily target the unique and vulnerable students who fit a "school refusal" profile, or emotional-based absenteeism. This category of chronic truancy consists of students who refuse to attend school or attend very infrequently due to emotional health issues or diagnosable mental health disorders. The biggest factors in this category are symptoms of anxiety, depression, and trauma. Many of these students have not attended school in months or even years.

Many, if not all, program participants and/or their families are battling persistent mental health issues due to past unsuccessful mental health treatment that may not have had the resources to consistently support the youth in his/her home and/or treatment providers who lacked the program infrastructure to offer family support and proper interventions.

Due to the Covid-19 pandemic we continue to offer virtual services to our clients however most of the clients in this program will receive in-person direct services due to the nature of chronic truancy and the needs involved. Services may include:

- **In-home based or community based Individual and/or family therapy:** Our clinician(s) will be trained to offer the following Evidence-Based components of Cognitive-Behavioral Therapy, among other practices and approaches (see list below) Clients' length of treatment may last from 3-12 months as needed with regular team meetings for service assessment.
 - a. Cognitive Restructuring
 - b. Contingency Management
 - c. Exposure
 - d. Gradual school attendance
 - e. "Safe Passage" short-term transportation
 - f. Parent Training

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- g. Problem Solving
- h. Psychoeducation
- i. Relaxation Training
- j. Systematic Desensitization
- k. Teacher Training/ collaborative support

- **Crisis Intervention:** There is also a need for crisis intervention at times when one of our students remains at home rather than coming to school due to a very specific and potentially dangerous situation in their personal life. These situations can vary from domestic violence, caring for a sick or substance-abusing caregiver, suicidality, and affiliation with street economy and/or gang culture to name a few. It is our intention to properly assess each of our youth's environment and well-being to provide the appropriate care and linkage for each of them and their family members.
- **Education Related Mental Health Services (ERMHS) coordination and linkage:** Due to the sensitive legal issues involved in ERMHS services within SFUSD, it is imperative that students who qualify for ERMHS receive a proper assessment and are given the opportunity to receive behavioral health services where they need them, primarily in the home at first until school reengagement is successful. Although considerable efforts are being made by both DPH and SFUSD to fill this gap in service provision, a call out for additional help with reaching these students is at hand. The PASS program will work closely with school psychologists to prepare each youth with a carefully designed support plan that fits best with each unique life position.
- **Family needs assessment and services/resources linkage:** At times it is not only our students who need care but the whole family system. Some of our kids who are not coming to school face real-life problems with having basic needs met in their lives or in the lives of those they love. They can be facing malnutrition and hunger, chronic fatigue, and may be lacking health care coverage to address chronic health problems like asthma and diabetes. The PASS mobile team will be able to help link community members with the services they need like health coverage, family counseling, food resources, parenting classes and more. The YMCA of San Francisco manages four family resource centers throughout the city and with the many partnerships and expert knowledge is positioned to help advocate for San Francisco families in a completely comprehensive approach. This holistic process incorporates many of the core principles of the wraparound process, as explained in *"The Ten Principals of the Wraparound Process"* created by the National Wraparound Initiative, including:

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- ✓ Family voice and choice
- ✓ Team-based care
- ✓ Enhancing natural supports
- ✓ Collaboration
- ✓ Community involvement
- ✓ Cultural sensitivity
- ✓ Persistence
- ✓ Outcomes driven

“Street” Outreach and Case Management

The PASS Case Manager is responsible for providing street outreach and linkage to supports for school reengagement, getting youth and their families to sign consent for services and/or providing professional/career development skill building for the disengaged youth from SFUSD. They work as part of a team with the Truancy Center and Assessment Center (TARC) Program and the Youth Service Bureau of San Francisco Program. Other responsibilities include referring, linkage, case management, youth advocacy, and developing relationship with clients to get them to engage with our services.

- ✓ **Outreach** to identify targeted individuals through points of entry, and sometimes through contacts with acquaintances and street outreach
- ✓ **Trust building** with identified truant youth, so they trust the peer and begin to develop trust in the system of care and the potential for effective treatment.
- ✓ **Education about the system of care** including available services and provider options.
- ✓ **Intake support** to refer individuals to entities that serve as intake points and support them during the intake process.
- ✓ **System navigation** to ensure that clients are linked to a Truancy Center and Assessment Center (TARC) case manager and a Youth Service Bureau (YSB) case manager as soon as possible after diagnosis or identification, and to learn how to request, access, and use needed services, including how referrals are typically handled, how to make appointments, and what services are readily available and which may be difficult to obtain; this includes accompanying clients to appointments (especially first appointments with a provider) where necessary.
- ✓ **Coaching/mentoring and support** to help clients overcome problems and fears and become committed to and engaged in the system of care, deal with setbacks, and gain confidence in their reengagement efforts.
- ✓ **Support to the clinical team**, to provide follow up or address problems they have identified; this requires that the peer work collaboratively with the Truancy Assessment and Resource Center (TARC) and EPSDT clinical team.

7. Objectives and Measurements

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled: **Children, Youth and Families Performance Objectives FY 21-22.**

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8. Continuous Quality Improvement:

- A. In order to meet contract performance objectives and to maintain cohesiveness within our team, weekly staff meetings are scheduled to discuss quality assurance, chart auditing, compliance and policy, programmatic changes, as well as trainings for all our staff so they have the tools to succeed and thrive in their professional growth and fulfill job performance expectations.

During weekly meetings, staff members actively engage in structured meeting time designated to identify and discuss any barriers to service delivery, identify any possible holes in the offering of or access to services requested by our clients and their families. We continue to have round-table discussions about what is “working” and what staff identifies are goals to reach for in ensuring that our clients are being able to access the services they are asking for. Community referrals and information is exchanged during staff meeting as well as within weekly group supervision.

- B. YMCA Urban Services Policy and Procedure Manual and staff training documentation state the following procedures for ensuring the highest quality clinical and technical documentation:
- 24 business-hour documentation entry rules for all clinical staff
 - 7-day supervision review deadline policy by licensed clinical supervisors for all assessments, treatment plans of care, and clinical progress notes completed by non-licensed staff.
 - Tri-annual chart audits to ensure proper filing and to check for document signatures, documentation, timely completion, and general file health.
 - PURQC review meetings to review all clients up for service utilization review which includes client eligibility, medical necessity, needs assessment, plan progress, and to analyze and discuss service modality and frequency.
- C. YMCA Urban Services mental health program staff members aim to meet the needs of our clients in a culturally sensitive manner and are careful to discuss openly the concerns that arise out of working within the social services sector in a greatly diverse urban community. When services needs are indicated in a language other than what is available by our staff at the time of receiving a referral, it is (insert: YMCA) Urban Services’ policy to ensure the proper referral is made to an agency who can meet the language needs. If no openings are found, advocacy and case management is maintained with our family until services can be found in order to ensure that families do not “fall through the crack” and add to the unfair access disparity between dominant culture families and our families who speak other languages in the home.
- D. Yearly client satisfaction surveys are disseminated each May and the results returned to us by San Francisco Department of Public Health – Behavioral Health Services and added into our

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contract performance scores. These results are shared with staff and each fall a special staff meeting is designated for addressing the feedback given by our program participants. Furthermore, policy and protocols are adjusted accordingly to reflect programmatic changes discussed and agreed upon by our agency to continuously better our program and meet the needs our clients in the way that works best for them.

- E. Every CANS assessment created by our staff is reviewed carefully by clinical supervisors to ensure quality information reporting. Monthly “Supervisor” support calls are attended by the program director and each year BHS administration compiles and delivers to us a data report on treatment progress. The report is designed to analyze client progress on each scoring item over time between Initial CANS assessment and the subsequent reassessments and closing CANS. It is this pivotal report that is shared with staff and the results analyzed to roughly identify what our agency appears to be doing well and what we may need to work on improving. The results of last year indicated that our clients were not showing marked improvement on anger control skills from the time of initial CANS assessment and their subsequent reassessment eight months later. Scheduled training subject matter was adjusted to reflect this possible need in improved service delivery focus and competency.

9. Required Language
N/A

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1. Identifiers:

Program Name: Urban Services YMCA of San Francisco Intensive Supervision and Clinical Services (ISCS) Program
 1426 Fillmore Street, Suite 204
 San Francisco, CA 94115

Contact: Jane Chandler, Director of Clinical Services
 Telephone: (415) 963-4149 x113
 Facsimile: (415) 563-8017
 Program Codes: 38BV4

2. Nature of Document:

Amendment One

3. Goal Statement:

Urban Services YMCA seeks to provide individualized multi-service intervention and treatment youth involved in the juvenile justice system. The program centers on community involvement and the coordinated delivery of mental health, substance use, and case management services. Our aim is to disrupt the repetitive cycle of juvenile delinquency, reduce recidivism, hold youth accountable for their behavior and provide juvenile offenders with the best possible care and supportive advocacy. We strive to be consistent with a young person's best interest and the safety and protection of the public and successful completion of their terms of probation and release.

4. Target Population:

Age: San Francisco juvenile justice system-involved youth and their families, as well as youth at risk of involvement with JPD due to risky or delinquent behavior.

Neighborhood: San Francisco city wide. Majority of clients live the central and southeast sectors of the city.

Gender: all

Economic Status: any*

Language: Primarily English and Spanish

*Priority enrollment given to low income, general assistance, unemployed clients who are unable to choose other fee-for-service options.

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

Urban Services YMCA ISCS Program		
Service Description 38BV4	Units of Service (UOS)	Unduplicated Clients (UDC)
MH Services (MH)	94,910 minutes	72
Intensive Care Coordination (ICC)	2,476 minutes	6
Intensive Home Based Services (IHBS)	1090 minutes	10
Case Management Brokerage (CM)	19,507 minutes	11
MH Promotion (MAA)	(296 hours)	N/A
Totals	117,983 minutes (296 hours)	99

6. Methodology:

Client Services:

A. Outreach, Recruitment, Promotion, and Advertisement

Four our mental health and case management program in collaboration with San Francisco Juvenile Probation Department, obviously we do not recruit “in” to the program. Rather, all referrals come from individual probation officers in SF JPD. Outreach and word of mouth are our strongest assets in gaining acknowledgment within the juvenile court system and much time is spent getting to know the JPD staff and advocating for our youth in the court system. We outreach to the San Francisco public defender’s office and within other departments involved with juvenile justice. In a general sense, our Mental Health Program provides culturally sensitive services in the heart of high need communities within San Francisco. Our overall objective is to provide youth and their families living in San Francisco's most challenged communities with the same opportunities and skills that other San Francisco neighborhoods have. One of our program's strengths is the diversity of our locations we serve allowing the Clinical Case Managers to meet families in their own neighborhoods. Going forward from a fully virtual modality last year of service provision, we have resumed the option for

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in-person services for all our clients now with a small number of clients currently continuing with virtual services upon their request due to highly individualized circumstances.

We collaborate with SFUSD and other facilities to provide multiple access points for youth and their families primarily focusing on services in the Western Addition, South Central region, and Southeast sector of San Francisco. Services are provided in a multitude of locations chosen to best accommodate clients and their needs including but not limited to; SFUSD campuses and KIPP Academy schools, clients' homes, Family Resource Centers, Urban Services YMCA, and the OMI/E Beacon Center. Our services make it possible to provide needed support to multiple communities within our diverse city. Additionally, CCM's establish points of contact for referrals to ours and other agencies' services while offering outreach, education, and collaboration within our service locations.

Through the Placement of Clinical Case Managers in these neighborhoods where the communities experience significant exposure to violent and traumatic events, the CCM's will have a real opportunity to address the mental health conditions of youth and families. We will provide mental health services and comprehensive clinical case management services as well as client advocacy to our clients and their families as they battle to prepare themselves for the possible negative and sometimes degrading effects of being involved in the juvenile justice system. Needed support in court advocacy, psychoeducation and intensive supervision and collaboration with school staff is employed in each case in order to ensure that clients re-enter their community with the chance to change the circumstances which led to their arrest and hold in custody. This program is designed to provide clients with high level of services in mental health, case management, intensive supervision, and court advocacy upon their release and re-entry. Case management services are extensive and include, but are not limited to providing assistance with; basic needs assistance with groceries, utilities and supplies, incentives and rewards for client improvement, compliance and esteem-building, trainings, job placement assistance, court and family advocacy, and linkage to community support programs.

The program will participate in the BHS Advanced Access initiative, ensuring timely measurement of data at the site and the reporting of data to BHS as required, with the caveat that it may be changed from time to time with prior notice from BHS. Our program will adhere to BHS guidelines regarding assessment and treatment of indigent (uninsured) clients.

B. Admission, Enrollment, and Intake Criteria

Criteria for admission to this program will be children, youth, young adults, families, and communities that meet medical necessity and eligibility requirements for MediCal EPSDT services and are involved with the Juvenile Probation Department in San Francisco. Additionally, we will also serve youth in this program who are in risk of being involved in the

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Our program will continue to authorize all services through our internal Program Utilization Review Quality Committee (PURQC). All services will be delivered in a confidential setting with client confidentiality safeguarded by licensed clinicians or interns working under the direct supervision of a licensed therapist.

C. Service Delivery Model

The CCM's will provide client services to communities virtually for now and then when it is deemed safe, we will continue to provide services within school, community, and office settings during the program hours of operation, Monday – Friday 9 a.m. – 7 p.m. Each CCM will assess client functioning to determine appropriate plan of care, interventions and expected length of stay in the program. Wherever possible, CCMs will attempt to utilize a Brief Therapy Model, but will not be limited to this model should the client require more intensive therapeutic services. CCMs will also provide collateral and case management services as needed for continuity of care and to ensure that intensive case management and client advocacy is provided to our probation-involved youth who face many obstacles and expectations in their lives. Every attempt will be made to utilize wrap-around services through appropriate referral of clients to additional community based support services such as substance abuse treatment and prevention, Family Resource Centers, Beacon Community Centers, primary care providers and health and fitness resources such as the YMCA. CCMs will have access to information about Urban Services programs as well as other community programs in order to provide the most comprehensive plan of care for each client.

Service delivery will be driven by the findings in our comprehensive CANS assessment data which we use to help inform our client treatment plans of care. They are used intensely throughout our service model to help inform what kinds of services may be helpful for clients as well as the level of care offered to each client and family.

This year there have been two services added to the comprehensive service delivery model that have stemmed from new legislation from the state in delivering services to foster care youth. Intensive Care Coordination (ICC) is a service specifically designed to actively engage caregivers and service providers in communication and decision-making on levels of care and coordinated treatment intervention. Additionally, Intensive Home-based Services (IHBS) are the comprehensive mental health services that stem from ICC and the results of each client's mental health assessment (CANS) designed to meet clients service needs where they are needed at the frequency that is decided by the family and provider team meetings.

D. Exit Criteria

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Clients will be discharged based upon successful completion of treatment. In some cases, client and therapist may mutually agree to terminate before completion of treatment due to varying circumstances, and occasionally there are instances of premature termination due to extraneous circumstances. In those cases, everything possible is done to ensure the appropriate referrals are made and a proper ending happens with our clients.

Also, collaboration with SF JPD is crucial to maintain supervision needs and follow-through with any outstanding probation requests or court orders.

E. Program Staffing

One Licensed MFT Mental Health Director (MHD) will be partially responsible for clinical supervision of the program and overall program management. Responsibilities include program management, managing and coordinating clinical staff, oversight of services delivery and managing delivery sights and contract compliance with BHS as well as managing staff development. Managing referrals and service placement will also fall under the MHD's purview. Also, program oversight of TRACK substance-abuse treatment-referred probation youth.

One Clinical Coordinator (CC) will oversee daily operations and our traineeship and training programs. Other responsibilities include some documentation tracking, review and staff support and leadership

One Documentation Specialist (DS) oversees all services tracking, billing, invoicing, and cost reporting in this program. This position works with the Lead Clinician on contract compliance, chart auditing, and QA/QI.

Our ISCS Program employs 4 full-time clinical staff, 1 Lead Clinician (who works in conjunction with administrative coordinator and clinicians to assist in proper chart review, compliance, outreach services and direct service delivery as well as full service delivery for their own probation-involved clients who are in need of clinical case management), and 1 case manager. Our clinicians consist of MFT interns and Associate Social Workers who are all registered with the BBS or Board of Psychology. All are heavily supervised, and all notes, assessments, and client treatment plans of care are cosigned for case managers and trainees.

In addition, we have 2 part-time clinical Supervisors that provide clinical supervision in this contract: one LMFT and one LCSW.

7. Objectives and Measurements

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All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled: **Children, Youth and Families Performance Objectives FY 21-22.**

8. Continuous Quality Improvement:

- A. In order to meet contract performance objectives and to maintain cohesiveness within our team, weekly staff meetings are scheduled to discuss quality assurance, chart auditing, compliance and policy, programmatic changes, as well as trainings for all our staff so they have the tools to succeed and thrive in their professional growth and fulfill job performance expectations.

During weekly meetings, staff members actively engage in structured meeting time designated to identify and discuss any barriers to service delivery, identify any possible holes in the offering of or access to services requested by our clients and their families. We continue to have round-table discussions about what is “working” and what staff identifies are goals to reach for in ensuring that our clients are being able to access the services they are asking for. Community referrals and information is exchanged during staff meeting as well as within weekly group supervision.

- B. Urban Policy and Procedure Manual and staff training documentation state the following procedures for ensuring the highest quality clinical and technical documentation:
- 24 business hour documentation entry rules for all clinical staff
 - 7-day supervision review deadline policy by licensed clinical supervisors for all assessments, treatment plans of care, and clinical progress notes completed by non-licensed staff.
 - Tri-annual chart audits to ensure proper filing and to check for document signatures, documentation, timely completion, and general file health.
 - PURQC review meetings to review all clients up for service utilization review which includes client eligibility, medical necessity, needs assessment, plan progress, and to analyze and discuss service modality and frequency.
- C. Urban Services mental health program staff members aim to meet the needs of our clients in a culturally sensitive manner and are careful to discuss openly the concerns that arise out of working within the social services sector in a greatly diverse urban community. When services needs are indicated in a language other than what is available by our staff at the time of receiving a referral, it is Urban Services policy to ensure the proper referral is made to an agency who can meet language need. If no openings are found, advocacy and case management is maintained with our family until services can be found in order to ensure that families do not fall through the “crack” and add to the unfair access disparity between dominant culture families and our families who speak other languages in the home.

Contractor: Urban Services YMCA of San Francisco	Appendix A-3
City Fiscal Year: 2021-2022	Contract Term: 07/01/2021- 6/30/2022
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- D. Yearly client satisfaction surveys are disseminated each May and the results returned to us by BHS and added into our contract performance scores. These results are shared with staff and each fall a special staff meeting is designated for addressing the feedback given by our program participants. Furthermore, policy and protocols are adjusted accordingly to reflect programmatic changes discussed and agreed upon by our agency to continuously better our program and meet the needs our clients in the way that works best for them.
- E. Every CANS assessment created by our staff is reviewed carefully by clinical supervisors to ensure quality information reporting. Monthly “superuser” support calls are attended by the program director and each year BHS administration compiles and delivers to us a data report on treatment progress. The report is designed to analyze client progress on each scoring item over time between Initial CANS assessment and the subsequent reassessments and closing CANS. It is this pivotal report that is shared with staff and the results analyzed to roughly identify what our agency appears to be doing well and what we may need to work on improving. The results of last year indicated that our clients were not showing marked improvement on anger control skills from the time of initial CANS assessment and their subsequent reassessment eight months later. Scheduled training subject matter was adjusted to reflect this possible need in improved service delivery focus and competency.

9. Required Language

N/A

Contractor: Urban Services YMCA – OMIE Beacon Center	Appendix A-4
City Fiscal Year: 2021-2022	Contract Term: 7/1/21-06/30/22
CID # 1000010841	

1. Identifiers:

Program Name: OMI/Excelsior Beacon Center
 Program Address: 241 Oneida Avenue, Room 80
 City, State, Zip Code: San Francisco, CA 94112
 Telephone: (415) 415-424-9790
 Fax: (415) 406-1295
 Website Address: <https://www.ymcasf.org/programs/urban-services-james-denman-beacon>

Contractor Address: 1426 Fillmore Street, Suite 204
 City, State, Zip Code: San Francisco, CA 94115
 Name of Person Completing this Narrative: Suzanne Medina
 Telephone: (415) 763-9966
 Email: smedina@ymcasf.org

Program Code(s): 383853

2. Nature of Document:

RPB#1

3. Goal Statement:

Urban Services YMCA (OMI/Excelsior Beacon Center) prevention programs will reduce: 1) the initiation of alcohol use by elementary and middle school age youth through the Strengthening Families Program (SFP); 2) Botvin Life Skills (LST), the initiation and current use of alcohol by Grade 5 & 6 youth through a family centered, culturally responsive practice based evidence intervention; and 3) change the perceptions about the risks associated with alcohol and alcohol use by high school age students through Communities Mobilizing for Change on Alcohol (CMCA) framework environmental prevention (EP) projects.

4. Target Population:

The primary target populations for universal substance use disorder prevention activities: 1) Elementary and middle school age students and their parents/caregivers [Strengthening Families Program (SFP) and Botvin Life Skills (LST)]; and 2) high school age youth [Communities Mobilizing for Change on Alcohol (CMCA) - Environmental Prevention]. Given the co-location of prevention services offered through the OMIE Beacon Center at James Denman Middle School, Urban Services YMCA will recruit 8th – 9th grade as well as youth who were involved in CMCA in prior year for

Contractor: Urban Services YMCA – OMIE Beacon Center	Appendix A-4
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environmental prevention-related activities. Schools identified for YMCA are: Drew, Longfellow, Sheridan, Sunnyside, Webster, Denman, Jordan HS & Leadership HS.

Prevention Activities	# of unduplicated youth completing	# of unduplicated parents/caregivers completing
1. Strengthening Families Program (SFP)	36	36
2. CMCA - Environmental Prevention	23 (20 EP youth & 3 YAPC youth)	N/A
3. Classroom EBP	Total 72- 48 (5 th grade) & 24 (6 th grade) one class for each grade	N/A

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

Units of Service (UOS) Description	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Information Dissemination Strategy (Code 12)	700		
Education (Code 13)	1100	120 clients (96 youth & 36 parents/ caregivers)	120 clients (96 youth & 36 parents/ caregivers)
Alternatives (Code 14)	1200	20 youth	20 youth
Problem Identification & Referral (Code 15)	0		
Community-Based Process Strategy (Code 16)	1180	3 Youth	
Environmental Strategy (Code 17)	0		
Total Units of Service	4,180		
Total Unduplicated Clients		143	140

Note: The modalities listed here MUST match the information on the CRDC page(s) of the program's budget (App B).

Contractor: Urban Services YMCA – OMIE Beacon Center	Appendix A-4
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6. Methodology:

- a. In FY 2021-22, Contractor will enter data in PPSDS Data Templates for all prevention activities funded through the Substance Abuse Prevention and Treatment Block Grant on a weekly basis in full compliance with California Department of Health Care Services and DPH data entry and reporting requirements-within 7 days of the date of services .
- b. In FY 2021-22, Contractor will achieve full compliance with the quarterly PPSDS report review and release of data by the California Department of Health Care Services and SFHN-BH as directed by the designated CYF SUD Prevention Coordinator per the following timetable: Quarter 1: 10/31/2021, Quarter 2: 1/31/2022, Quarter 3: 4/30/2022, and Quarter 4: 7/31/2022, and as measured by timely corrections made in the PPSDS System.
- c. In FY 2021-22, Contractor will achieve 90% of CSAP Strategy service hour goals contained within FY 2021-22 SFHN-BH-approved SUD Prevention Services work plans.
- d. In FY 2021-22, Contractor will submit quarterly reports to the CYF SUD Prevention Services Program Manager and designated Prevention Coordinator on progress toward the City and County of San Francisco Substance Abuse Prevention Services Strategic Plan goals and objectives in a format and manner requested by SFHN-BH, per the following timetable: Quarter 1: 10/31/2021, Quarter 2: 1/31/2022, Quarter 3: 4/30/2022, and Quarter 4: 7/31/2022, and as measured by timely corrections made in the PPSDS System.
- e. In FY 2021-22, Contractor will administer pre-/post-tests to participating youth as measured by the submission of evaluation instruments as a part of the FY 2021-22 Environmental Prevention Annual Program Evaluation.
- f. In FY 2021-22, Contractor will administer pre- and retro pre-/post-tests to participating youth and caregivers as part of the FY 2021-22 SFP Annual Program Evaluation and submit completed tests to SFHN-BHS within two weeks after graduation.
- g. In FY 2021-22, YMCA-OMI Beacon Center will participate in planning activities for the Elementary School Based Intervention as requested by SFHN-BHS and as measured by activity attendance sheets.

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 as necessary.

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Housed in a public middle school, with a charter high school next door, and adjacent to the one of the largest high schools in San Francisco, the Beacon Center has immediate access to target youth from the immediate community. Our staff promotes our programs on campus to youth during lunch and through classroom presentations. At James Denman Middle School, our staff participates in the school’s Student Assessment Program (SAP) and Community School Team to generate referrals into prevention programs. At Leadership High school and June Jordan High School, we work with the afterschool team and the school administrations to generate referrals for high school students. We also have strong links with the teaching and counseling departments of Leadership High School and Balboa High that result in SUD prevention and treatment referrals. We work closely and meet regularly with the OMI Community Collaborative, Excelsior Collaborative, and the OMI Family Resource Center to coordinate services and receive referrals. We also spread the word about our program through our standard community outreach plan. This plan includes sending home program announcements to the surrounding middle and high schools; posting flyers and posters at local businesses along Mission Street and Ocean Avenue; advertising at local recreation centers and libraries; making announcements at the meetings of local community organizations; and advertising in media outlets. Special outreach for families and adults is conducted through outreach to local community institutions including merchants, businesses, churches, PTSA’s and service organizations.

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

All youth and SFP participants must register with the Beacon Center by completing a registration form that requires parent/guardian consent. The registration form also includes emergency contact information, end of day arrangements, and any health or safety issues the staff should know, HIPPA requirements and waivers of liability. The Beacon Center’s SUD Prevention program focuses on the CMCA environmental prevention, the Strengthening Families Program, and Botvin Life Skills. Youth can enter the Beacon Center SUD Prevention program at any point during the year.

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. For BHS Children Youth and

Contractor: Urban Services YMCA – OMIE Beacon Center	Appendix A-4
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Families (CYF) programs, discuss how CANS data is used to inform treatment and discharge.

Our SUD Prevention Programs are offered Monday through Friday, 3:30-8:30pm, during the school year and between 9am-3:00pm during the summer months. Services are provided at James Denman Middle School, 241 Oneida Avenue, San Francisco, CA 94112 and Virtually.

The Beacon’s prevention approach is focused on using evidence-based programs CMCA, SFP and Botvin Life Skills (LST). In collaboration with other SF prevention providers (i.e. EP Coalition), we will engage youth in implementing the Communities Mobilizing for Change on Alcohol (CMCA,) which is a nationally recognized model program that uses community organizing strategies to reduce youth access to alcohol by changing community policies and practices. CMCA employs a range of organizing techniques to address legal, institutional, social, and health issues to reduce youth alcohol use. Youth will lead Environmental Prevention projects with the support of Beacon staff to survey, assess and identify school and community norms and common beliefs around alcohol access, use and abuse. Beacon staff will recruit and organize middle and high school youth to engage in 8-10 weeklong environmental prevention projects that will culminate in a City-wide Meet-up at the end of the school year.

The Strengthening Families Program (SFP) is a comprehensive prevention approach engaging the entire family using the SAMSA (Substance Abuse & Mental Health Services Administration) approved evidence-based curriculum over a 14-week period. This family skills training program have proven to significantly reduce problem behaviors, delinquency, and alcohol and drug abuse in children and improve social competencies and school performance. SFP helps to reduce substance abuse and delinquency risk factors by building on protective factors such as improving family relationships, parenting skills, and improving the youth's social and life skills. Families will be recruited through our program’s outreach strategies as well as through school counseling offices, partner agency referrals, staff relationships with youth participants, and self-referrals.

Botvin life Skills is an approved Evidence – Based curriculum. Botvin LifeSkills Training (LST) program can cut drug use rates by 75%. Rather than merely teaching information about the dangers of drug abuse, LST helps students develop greater self-esteem and effectively cope with anxiety. The Beacon will host at Denman Middle school for 6th graders and at Charles Drew Elementary for 5th grade students.

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CID # 1000010841	

- 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.

Beacon staff will recruit and organize 20 high school youth to engage in the implementation the evidence based CMCA program. Through trainings and planning efforts, youth will gain a thorough understanding of environmental factors (norms, media, policies, and accessibility), and the reduction of access through social, commercial, and community stakeholder policies. With support from staff, youth participants will plan community organizing activities such as neighborhood walks, community mapping projects, conduct research studies and schedule one-on-one conversations with community stakeholders, and develop observation tools to gather data for analysis. They will then utilize the findings to collaborate with other prevention providers to select a city-wide campaign to reduce youth access to alcohol. Our goal is to change the perception of risks associated with alcohol and youth alcohol use. Youth will be committed to at least one full cycle in a school year (typically a 24-week session) and then be able to continue participating in the same project or enroll into another activity.

For the Strengthening Families Program (SFP,) the Beacon will aim to recruit and graduate 36 families this fiscal year. Families who attend 12 out of the 14 sessions will graduate from the program. The SFP outcomes will include increased family strengths and resilience and reduced risk factors in problem behaviors, delinquency, academic and social problems, and alcohol and drug use in children. Data will be gathered through the pre and post-tests. For youth and adults who need additional services after SFP, they can participate in a variety of other Beacon programs or receive referrals to other entities who can continue to provide support such as the OMI Family Resource Center or Beacon Case Management Services or SUD/mental health counseling.

- 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.

Please See Exhibit B for program staffing.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled: **Children, Youth and Families Performance Objectives FY 21-22.**

Contractor: Urban Services YMCA – OMIE Beacon Center	Appendix A-4
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8. Continuous Quality Improvement (CQI):

The SFP and CMCA Environmental Prevention interventions are evaluated annually using validated pre- and post-test questionnaires that measure change in youth attitudes, beliefs, knowledge and behavior toward alcohol use (SFP and CMCA EP), as well as the increase in protective factors within a young person’s life that can prevent or reduce alcohol use (SFP). SFP and CMCA EP evaluation results are used to inform program planning. Additionally, new staff are required to attend the PPSDS training, annual compliance training and code of conduct annual attestation. Transgender and LGBTQ Youth Sensitivity trainings, cultural competency policy and procedures training and HIPAA privacy and security trainings provided by DPH, and program component training in the CMCA framework and SFP curriculum provided by approved contractors within three months of date of hire.

9. Required Language (if applicable):

A. For BHS CYF SOC SUD Prevention Services: Contractor will adhere to all stipulated SFHN-BHS CYF requirements for SUD Prevention Services including all stipulations of content, service strategies, timelines, standards of practice, and reporting requirements as put forth by the SFHN-BHS CYF-SUD Prevention Services Program Manager, Mega-RFP-23-2009, and the California Department of Health Care Services.

B. Changes may occur to the composition of CSAP Strategy prevention service targets during the contract year due to a variety of circumstances. Any such changes will be coordinated between the contractor and the BHS CYF SOC SUD Prevention Services Program Manager and will not necessitate a modification to the Appendix-A target population table. Contractor is responsible for fulfilling approved work plan service targets and for collaborating with the SFHN-BHS CYF SUD Prevention Services Program Manager on any needed changes

Appendix B Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3.1 COMPENSATION, of this Agreement.

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

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

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

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and MHSF Fund of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. Program Budgets and Final Invoice

A. Program are listed below:

Budget Summary

- Appendix B-1: Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program
- Appendix B-2: Positive Avenues to School Success (PASS) Program
(Trauma and Recovery Services)
- Appendix B-3: Intensive Supervision and Clinical Services (ISCS) Program
- Appendix B-4: Oceanview, Merced Heights, Ingleside, (OMI) / Excelsior Beacon Center

B. Compensation

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Nine Hundred Eighty-Seven Thousand Six Hundred Three Dollars (\$9,987,603) for the period of July 1, 2018 through June 30, 2027.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$267,251** 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.

21-22 Amendment One			
July 1, 2018	through	June 30, 2019	\$ 1,309,999
July 1, 2019	through	June 30, 2020	\$ 1,372,629
July 1, 2020	through	June 30, 2021	\$ 1,490,334
FY 20-21 CODB & MCO one-time funding (DV)			\$ 38,839
July 1, 2021	through	June 30, 2022	\$ 1,576,558
July 1, 2022	through	June 30, 2023	\$ 1,691,568
July 1, 2023	through	June 30, 2024	\$ 535,522
July 1, 2024	through	June 30, 2025	\$ 551,588
July 1, 2025	through	June 30, 2026	\$ 568,136
July 1, 2026	through	June 30, 2027	\$ 585,180
Subtotal			\$ 9,720,352
Contingency remaining			\$ 267,251
Contract Not-to Exceed Amount			\$ 9,987,603

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 00146					Appendix B, Page 1
Legal Entity Name/Contractor Name YMCA of San Francisco, Urban Services					2021-2022
Contract ID Number 1000010841					09/16/21
Appendix Number	B-1	B-2	B-3	B-4	
Provider Number	38BV	38BV	38BV	383853	
Program Name	EPSDT	Trauma and Recovery (School Based)	ISCS	OMI/Excelsior Beacon Center	
Program Code	38BV3	38BVC3	38BV4	38531	
Funding Term	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	
FUNDING USES					TOTAL
Salaries	\$ 277,264	\$ 125,629	\$ 288,332	\$ 217,835	\$ 909,060
Employee Benefits	\$ 91,460	\$ 36,824	\$ 86,482	\$ 76,748	\$ 291,514
Subtotal Salaries & Employee Benefits	\$ 368,724	\$ 162,453	\$ 374,814	\$ 294,583	\$ 1,200,574
Operating Expenses	\$ 82,321	\$ 22,841	\$ 18,453	\$ 46,731	\$ 170,346
Subtotal Direct Expenses	\$ 451,045	\$ 185,294	\$ 393,267	\$ 341,314	\$ 1,370,920
Indirect Expenses	\$ 67,657	\$ 27,793	\$ 58,990	\$ 51,197	\$ 205,637
Indirect %	15.0%	15.0%	15.0%	15.0%	15.0%
TOTAL FUNDING USES	\$ 518,702	\$ 213,088	\$ 452,257	\$ 392,511	\$ 1,576,558
					31.5%
BHS MENTAL HEALTH FUNDING SOURCES					
MH CYF Fed SDMC FFP (50%)	\$ 188,482	\$ 6,500	\$ 72,368		\$ 267,350
MH CYF State 2011 PSR-EPSDT	\$ 170,134		\$ 65,132		\$ 235,266
MH CYF County General Fund	\$ 119,358	\$ 61,766	\$ 140,594		\$ 321,718
MH CYF County GF WO CODB	\$ 2,338		\$ 9,998		\$ 12,336
MH MHSA (CYF)		\$ 144,822			\$ 144,822
MH WO DCYF Violence Prevention			\$ 164,165		\$ 164,165
MH WO DCYF Prop J Collaborative	\$ 38,390				\$ 38,390
					\$ -
					\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ 518,702	\$ 213,088	\$ 452,257	\$ -	\$ 1,184,047
BHS SUD FUNDING SOURCES					
SUD Fed SABG Primary Prevention Set-Aside, CFDA 93.959				\$ 371,846	\$ 371,846
SUD County General Fund				\$ 20,665	\$ 20,665
TOTAL BHS SUD FUNDING SOURCES	\$ -	\$ -	\$ -	\$ 392,511	\$ 392,511
TOTAL DPH FUNDING SOURCES	\$ 518,702	\$ 213,088	\$ 452,257	\$ 392,511	\$ 1,576,558
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 518,702	\$ 213,088	\$ 452,257	\$ 392,511	\$ 1,576,558
Prepared By	Sarah Millett & Jane Chandler			Phone Number	415-561-0631 x 1114

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

DHCS Legal Entity Number 00146				Appendix Number B-1			
Provider Name YMCA of San Francisco, Urban Services				Page Number			
Provider Number 38BV				Fiscal Year 2021-2022			
Contract ID Number 1000010841				Funding Notification Date 09/16/21			
Program Name		EPSDT					
Program Code		38BV3	38BV3				
Mode/SFC (MH) or Modality (SUD)		15/10-57, 59	15/01-09				
Service Description		MH Svcs	Case Mgt Brokerage				
Funding Term:		07/01/21-6/30/22	07/01/21-6/30/22				
FUNDING USES							TOTAL
Salaries & Employee Benefits		\$ 336,799	\$ 31,925		\$ -	\$ -	\$ 368,724
Operating Expenses		\$ 75,193	\$ 7,128		\$ -	\$ -	\$ 82,321
Subtotal Direct Expenses		\$ 411,993	\$ 39,052	\$ -	\$ -	\$ -	\$ 451,045
Indirect Expenses		\$ 61,799	\$ 5,858	\$ -	\$ -	\$ -	\$ 67,657
Indirect %		15.0%	15.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES		\$ 473,792	\$ 44,910	\$ -	\$ -	\$ -	\$ 518,702
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity					
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	\$ 172,163	\$ 16,319				\$ 188,482
MH CYF State 2011 PSR-EPSDT	251962-10000-10001670-0001	\$ 155,403	\$ 14,731				\$ 170,134
MH WO DCYF Prop J Collaborative	251962-10002-10001799-0004	\$ 35,066	\$ 3,324				\$ 38,390
MH CYF County General Fund	251962-10000-10001670-0001	\$ 109,024	\$ 10,334				\$ 119,358
MH CYF County GF WO CODB	251962-10000-10001670-0001	\$ 2,136	\$ 202				\$ 2,338
MH CYF GF MCO	251962-10000-10001670-0001						\$ -
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 473,792	\$ 44,910	\$ -	\$ -	\$ -	\$ 518,702
TOTAL DPH FUNDING SOURCES		\$ 473,792	\$ 44,910	\$ -	\$ -	\$ -	\$ 518,702
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		473,792	44,910	-	-	-	518,702
BHS UNITS OF SERVICE AND UNIT COST							
Payment Method		Fee-For-Service (FFS)	Fee-For-Service (FFS)				
DPH Units of Service		130,521	17,664				
Unit Type		Staff Minute	Staff Minute	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 3.63	\$ 2.54	\$ -	\$ -	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 3.63	\$ 2.54	\$ -	\$ -	\$ -	
Published Rate (Medi-Cal Providers Only)		\$ 3.63	\$ 2.54				
Unduplicated Clients (UDC)		120	3				Total UDC 123

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000010841
 Program Name EPSDT
 Program Code 38BV3

Appendix Number B-1
 Page Number _____
 Fiscal Year 2021-2022
 Funding Notification Date 09/16/21

Funding Term:	TOTAL		251962-10000-10001670-0001		251962-10002-10001799-0004		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Clinical Case Manager	0.50	\$ 31,807	0.46	\$ 29,477	0.04	\$ 2,330	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Senior Director of Admin. Services	0.20	\$ 15,770	0.19	\$ 14,615	0.01	\$ 1,155	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Clinical Case Manager	0.50	\$ 33,942	0.46	\$ 31,456	0.04	\$ 2,486	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Director of Mental Health	0.51	\$ 55,961	0.47	\$ 51,862	0.04	\$ 4,099	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Head of Services	0.15	\$ 23,494	0.14	\$ 21,773	0.01	\$ 1,721	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Clinical Case Manager	0.42	\$ 27,502	0.39	\$ 25,488	0.03	\$ 2,014	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Clinical Case Manager	0.50	\$ 34,062	0.46	\$ 31,567	0.04	\$ 2,495	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Clinical Coordinator	0.50	\$ 38,282	0.46	\$ 35,478	0.04	\$ 2,804	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Clinical Supervisor	0.12	\$ 7,228	0.11	\$ 6,699	0.01	\$ 529	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Director of Clinical Services	0.11	\$ 9,216	0.10	\$ 8,541	0.01	\$ 675	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Totals:	3.51	\$ 277,264	3.25	\$ 256,956	0.26	\$ 20,308	0.00	\$ -						
Employee Benefits:	32.99%	\$ 91,460	32.99%	\$ 84,761	\$ 0	\$ 6,699	0.00%	\$ -						
TOTAL SALARIES & BENEFITS		\$ 368,724		\$ 341,717		\$ 27,007		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000010841
 Program Name EPSDT
 Program Code 38BV3

Appendix Number B-1
 Page Number _____
 Fiscal Year 2021-2022
 Funding Notification Date 09/16/21

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	251962-10002-10001799-0004		Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term		07/01/21-6/30/22	07/01/21-6/30/22				
Rent	\$ 20,000	\$ 18,535	\$ 1,465		\$ -	\$ -	\$ -
Utilities (telephone, electricity, water, gas)	\$ 3,276	\$ 3,036	\$ 240		\$ -	\$ -	\$ -
Building Repair/Maintenance	\$ 2,354	\$ 2,182	\$ 172		\$ -	\$ -	\$ -
Occupancy Total:	\$ 25,630	\$ 23,753	\$ 1,877	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 2,235	\$ 2,072	\$ 164		\$ -	\$ -	\$ -
Photocopying		\$ -	\$ -		\$ -	\$ -	\$ -
Program Supplies	\$ 3,142	\$ 2,912	\$ 230		\$ -	\$ -	\$ -
Computer Hardware/Software	\$ 5,500	\$ 5,097	\$ 403		\$ -	\$ -	\$ -
Materials & Supplies Total:	\$ 10,878	\$ 10,081	\$ 797	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 5,000	\$ 4,634	\$ 366		\$ -	\$ -	\$ -
Insurance	\$ 5,163	\$ 4,785	\$ 378		\$ -	\$ -	\$ -
Professional License	\$ 1,897	\$ 1,758	\$ 139		\$ -	\$ -	\$ -
Permits		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Lease & Maintenance	\$ 3,890	\$ 3,605	\$ 285		\$ -	\$ -	\$ -
General Operating Total:	\$ 15,950	\$ 14,782	\$ 1,168	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 8,900	\$ 8,248	\$ 652		\$ -	\$ -	\$ -
Out-of-Town Travel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Expenses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Staff Travel Total:	\$ 8,900	\$ 8,248	\$ 652	\$ -	\$ -	\$ -	\$ -
Radicle Root Collective	\$ 10,463	\$ 9,697	\$ 766		\$ -	\$ -	\$ -
Consultant/Subcontractor Total:	\$ 10,463	\$ 9,697	\$ 766	\$ -	\$ -	\$ -	\$ -
Training & Client Food	\$ 500	\$ 463	\$ 37		\$ -	\$ -	\$ -
Over-the-phone interpretation service	\$ 10,000	\$ 9,268	\$ 732		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Total:	\$ 10,500	\$ 9,731	\$ 769	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 82,321	\$ 76,292	\$ 6,029	\$ -	\$ -	\$ -	\$ -

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

DHCS Legal Entity Number 00146				Appendix Number B-2			
Provider Name YMCA of San Francisco, Urban Services				Page Number			
Provider Number 38BV				Fiscal Year 2021-2022			
Contract ID Number 1000010841				Funding Notification Date 09/16/21			
Program Name		Trauma & Recovery					
Program Code		38BVC3	38BVC3				
Mode/SFC (MH) or Modality (SUD)		15/10-57, 59	15/01-09				
Service Description		MH Svcs	Case Mgt Brokerage				
Funding Term:		07/01/21-6/30/22	07/01/21-6/30/22				
FUNDING USES							TOTAL
Salaries & Employee Benefits		\$ 145,942	\$ 16,511	\$ -	\$ -	\$ -	\$ 162,453
Operating Expenses		\$ 20,520	\$ 2,321	\$ -	\$ -	\$ -	\$ 22,841
Subtotal Direct Expenses		\$ 166,462	\$ 18,832	\$ -	\$ -	\$ -	\$ 185,294
Indirect Expenses		\$ 24,969	\$ 2,825	\$ -	\$ -	\$ -	\$ 27,794
Indirect %		15.0%	15.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES		\$ 191,431	\$ 21,657	\$ -	\$ -	\$ -	\$ 213,088
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity					
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	\$ 5,839	\$ 661				\$ 6,500
MH MHSA (CYF)	251984-17156-10031199-0056	\$ 124,264	\$ 14,058				\$ 138,322
MH MHSA (CYF) Match	251984-17156-10031199-0056	\$ 5,839	\$ 661				\$ 6,500
MH CYF County General Fund	251962-10000-10001670-0001	\$ 55,489	\$ 6,277				\$ 61,766
This row left blank for funding sources not in drop-down list							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 191,431	\$ 21,657	\$ -	\$ -	\$ -	\$ 213,088
TOTAL DPH FUNDING SOURCES		\$ 191,431	\$ 21,657	\$ -	\$ -	\$ -	\$ 213,088
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		191,431	21,657	-	-	-	213,088
BHS UNITS OF SERVICE AND UNIT COST							
Payment Method		Fee-For-Service (FFS)	Fee-For-Service (FFS)				
DPH Units of Service		55,778	8,594				
Unit Type		Staff Minute	Staff Minute	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 3.43	\$ 2.52	\$ -	\$ -	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 3.43	\$ 2.52	\$ -	\$ -	\$ -	
Published Rate (Medi-Cal Providers Only)		\$ 3.43	\$ 2.52				Total UDC
Unduplicated Clients (UDC)		22	5				27

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000010841
 Program Name Trauma & Recovery
 Program Code 38BVC3

Appendix Number B-2
 Page Number _____
 Fiscal Year 2021-2022
 Funding Notification Date 09/16/21

Funding Term	TOTAL		251962-10000-10001670-0001		251984-17156-10031199-0056		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Clinical Case Manager	0.42	\$ 27,377	0.38	\$ 24,795	0.04	\$ 2,582	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Case Manager	1.00	\$ 60,351	0.91	\$ 54,658	0.09	\$ 5,693	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Clinical Case Manager	0.18	\$ 11,408	0.16	\$ 10,332	0.02	\$ 1,076	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Documentation Specialist	0.34	\$ 26,493	0.31	\$ 23,994	0.03	\$ 2,499	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
				\$ -										
Totals:	1.94	\$ 125,629	1.76	\$ 113,779	0.18	\$ 11,850	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Benefits:	29.31%	\$ 36,824.00	29.31%	\$ 33,350.52	29.31%	\$ 3,473.48	0.00%	\$ -	0.00%	\$ -	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 162,453		\$ 147,129		\$ 15,324		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000010841
 Program Name Trauma & Recovery
 Program Code 38BVC3

Appendix Number B-2
 Page Number _____
 Fiscal Year 2021-2022
 Funding Notification Date 09/16/21

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	251984-17156-10031199-0056	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term		07/01/21-6/30/22	07/01/21-6/30/22				
Rent		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities (telephone, electricity, water, gas)	\$ 900	\$ 815	\$ 85	\$ -	\$ -	\$ -	\$ -
Building Repair/Maintenance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Occupancy Total:	\$ 900	\$ 815	\$ 85	\$ -	\$ -	\$ -	\$ -
Office Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Photocopying		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Hardware/Software		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials & Supplies Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional License		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permits		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Lease & Maintenance	\$ 500	\$ 453	\$ 47	\$ -	\$ -	\$ -	\$ -
General Operating Total:	\$ 500	\$ 453	\$ 47	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 1,000	\$ 906	\$ 94	\$ -	\$ -	\$ -	\$ -
Out-of-Town Travel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Expenses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Operating	\$ 1,000	\$ 906	\$ 94	\$ -	\$ -	\$ -	\$ -
Vehicle Insurance	\$ 2,592	\$ 2,348	\$ 244	\$ -	\$ -	\$ -	\$ -
Staff Travel Total:	\$ 4,592	\$ 4,159	\$ 433	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Radicle Root Collective	\$ 7,265	\$ 6,580	\$ 685	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor Total:	\$ 7,265	\$ 6,580	\$ 685	\$ -	\$ -	\$ -	\$ -
Other (provide detail):		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intern Clinician Stipends (\$599 x 16 trainees)	\$ 9,584	\$ 8,680	\$ 904	\$ -	\$ -	\$ -	\$ -
Other Total:	\$ 9,584	\$ 8,680	\$ 904	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 22,841	\$ 20,687	\$ 2,154	\$ -	\$ -	\$ -	\$ -

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

DHCS Legal Entity Number 00146					Appendix Number B-3	
Provider Name YMCA of San Francisco, Urban Services					Page Number	
Provider Number 38BV					Fiscal Year 2021-2022	
Contract ID Number 1000010841					Funding Notification Date 09/16/21	
Program Name		VPI - ISCS				
Program Code		38BV4	38BV4	38BV4	38BV4	38BV4
Mode/SFC (MH) or Modality (SUD)		15/10-57, 59	15/07	15/57	15/01-09	45/10-19
Service Description		MH Svcs	Intensive Care Coordination (ICC)	Intensive Home Based Services (IHBS)	Case Mgt Brokerage	MH Promotion
Funding Term		07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22	07/01/21-6/30/22
FUNDING USES						TOTAL
Salaries & Employee Benefits		\$ 271,527	\$ 5,917	\$ 3,746	\$ 46,614	\$ 47,011
Operating Expenses		\$ 13,368	\$ 291	\$ 184	\$ 2,295	\$ 2,314
Subtotal Direct Expenses		\$ 284,894	\$ 6,208	\$ 3,931	\$ 48,909	\$ 49,325
Indirect Expenses		\$ 42,734	\$ 931	\$ 590	\$ 7,336	\$ 7,399
Indirect %		15.0%	15.0%	15.0%	15.0%	15.0%
TOTAL FUNDING USES		\$ 327,629	\$ 7,139	\$ 4,520	\$ 56,245	\$ 56,724
BHS MENTAL HEALTH FUNDING SOURCES		Dept-Auth-Proj-Activity				
MH CYF Fed SDMC FFP (50%)	251962-10000-10001670-0001	\$ 59,944	\$ 1,306	\$ 827	\$ 10,291	\$ 72,368
MH CYF State 2011 PSR-EPSTDT	251962-10000-10001670-0001	\$ 53,950	\$ 1,176	\$ 744	\$ 9,262	\$ 65,132
MH WO DCYF Violence Prevention	251962-10002-10001799-0003	\$ 110,256	\$ 2,403	\$ 1,521	\$ 18,928	\$ 31,057
MH CYF County General Fund	251962-10000-10001670-0001	\$ 95,197	\$ 2,074	\$ 1,313	\$ 16,343	\$ 25,667
MH CYF County GF WO CODB	251962-10000-10001670-0001	\$ 8,282	\$ 180	\$ 114	\$ 1,422	\$ 9,998
This row left blank for funding sources not in drop-down list						\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 327,629	\$ 7,139	\$ 4,520	\$ 56,245	\$ 56,724
TOTAL DPH FUNDING SOURCES		\$ 327,629	\$ 7,139	\$ 4,520	\$ 56,245	\$ 56,724
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		327,629	7,139	4,520	56,245	56,724
BHS UNITS OF SERVICE AND UNIT COST						
Payment Method		Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)	Fee-For-Service (FFS)
DPH Units of Service		82,380	2,538	1,139	19,988	296
Unit Type		Staff Minute	Staff Minute	Staff Minute	Staff Minute	Staff Hour
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 3.98	\$ 2.81	\$ 3.97	\$ 2.81	\$ 191.64
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 3.98	\$ 2.81	\$ 3.97	\$ 2.81	\$ 191.64
Published Rate (Medi-Cal Providers Only)		\$ 3.98	\$ 2.81	\$ 3.97	\$ 2.81	\$ 191.64
Unduplicated Clients (UDC)		72	6	10	11	99
						Total UDC

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000010841
 Program Name VPI - ISCS
 Program Code 38BV4

Appendix Number B-3
 Page Number _____
 Fiscal Year 2021-2022
 Funding Notification Date 09/16/21

Funding Term	TOTAL		251962-10000-10001670-0001		251962-10002-10001799-0003		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
			07/01/21-6/30/22		07/01/21-6/30/22									
Clinical Case Manager	0.50	\$ 33,125.12	0.30	\$ 19,699.71	0.20	\$ 13,425.41	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Director of Mental Health	0.49	\$ 55,055.09	0.29	\$ 32,741.60	0.20	\$ 22,313.49	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Head of Services	0.09	\$ 12,077.01	0.05	\$ 7,182.27	0.04	\$ 4,894.74	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Clinical Case Manager	0.42	\$ 27,207.12	0.25	\$ 16,180.24	0.17	\$ 11,026.88	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Clinical Coordinator	0.46	\$ 32,282.36	0.27	\$ 19,198.52	0.19	\$ 13,083.84	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Clinical Case Manager	0.50	\$ 33,756.00	0.30	\$ 20,074.90	0.20	\$ 13,681.10	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Clinical Supervisor	0.40	\$ 34,113.60	0.24	\$ 20,287.57	0.16	\$ 13,826.03	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Clinical Case Manager	0.53	\$ 34,224.00	0.32	\$ 20,353.23	0.21	\$ 13,870.77	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Documentation Specialist	0.34	\$ 26,492.00	0.20	\$ 15,754.96	0.14	\$ 10,737.04	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
				\$ -		\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
				\$ -		\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
				\$ -		\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Totals:	3.73	\$ 288,332.30	2.22	\$ 171,473.01	1.51	\$ 116,859.29	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Benefits:	29.99%	\$ 86,481.99	29.99%	\$ 51,431.38	29.99%	\$ 35,049.62	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
TOTAL SALARIES & BENEFITS		\$ 374,814.00		\$ 222,904.00		\$ 151,909.00		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000010841
 Program Name VPI - ISCS
 Program Code 38BV4

Appendix Number B-3
 Page Number _____
 Fiscal Year 2021-2022
 Funding Notification Date 09/16/21

Expense Categories & Line Items	TOTAL	251962-10000-10001670-0001	251962-10002-10001799-0003	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term		07/01/21-06/30/22	07/01/21-06/30/22				
Rent	\$ 5,000.00	\$ 2,973.53	\$ 2,026.47				\$ -
Utilities (telephone, electricity, water, gas)	\$ 1,600.00	\$ 951.53	\$ 648.47				\$ -
Building Repair/Maintenance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Occupancy Total:	\$ 6,600.00	\$ 3,925.00	\$ 2,675.00	\$ -	\$ -	\$ -	\$ -
Office Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Photocopying		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Hardware/Software		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials & Supplies Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 3,933.00	\$ 2,338.98	\$ 1,594.02	\$ -	\$ -	\$ -	\$ -
Professional License		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permits		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Lease & Maintenance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Operating Total:	\$ 3,933.00	\$ 2,339.00	\$ 1,594.00	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 4,846.00	\$ 2,881.95	\$ 1,964.05	\$ -	\$ -	\$ -	\$ -
Out-of-Town Travel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Expenses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Staff Travel Total:	\$ 4,846.00	\$ 2,882.00	\$ 1,964.00	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Radicle Root Collective	\$ 3,074.00	\$ 1,828.13	\$ 1,245.87	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor Total:	\$ 3,074.00	\$ 1,828.00	\$ 1,246.00	\$ -	\$ -	\$ -	\$ -
Other (provide detail):		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 18,453.00	\$ 10,974.00	\$ 7,479.00	\$ -	\$ -	\$ -	\$ -

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

DHCS Legal Entity Number 00146					B-4	
Provider Name YMCA of San Francisco, Urban Services						
Provider Number 383853					2021-2022	
Contract ID Number 1000010841					09/16/21	
Program Name		OMI/Excelsior Beacon Center				
Program Code		38531	38531	38531	38531	
Mode/SFC (MH) or Modality (SUD)		PriPrev-12	PriPrev-13	PriPrev-14	PriPrev-16	
Service Description		SA-PriPrevention Info Dissemination	SA-PriPrevention Education	SA-PriPrevention Alternatives	SA-PriPrevention Cmnty Based	
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	07/01/21-06/30/22	
FUNDING USES					TOTAL	
Salaries & Employee Benefits		\$ 38,688	\$ 91,194	\$ 99,484	\$ 65,217	\$ 294,583
Operating Expenses		\$ 6,137	\$ 14,466	\$ 15,782	\$ 10,346	\$ 46,731
Capital Expenses						\$ -
Subtotal Direct Expenses		\$ 44,825	\$ 105,660	\$ 115,266	\$ 75,563	\$ 341,314
Indirect Expenses		\$ 6,724	\$ 15,849	\$ 17,290	\$ 11,334	\$ 51,197
Indirect %		15.0%	15.0%	15.0%	15.0%	15.0%
TOTAL FUNDING USES		\$ 51,549	\$ 121,509	\$ 132,556	\$ 86,898	\$ 392,511
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity				
SUD Fed SABG Primary Prevention Set-Aside, CFDA 93.959	240646-10000-10001681-0003	\$ 48,835	\$ 115,112	\$ 125,577	\$ 82,323	\$ 371,846
SUD County General Fund	240646-10000-10001681-0003	\$ 2,714	\$ 6,397	\$ 6,979	\$ 4,575	\$ 20,665
TOTAL BHS SUD FUNDING SOURCES		\$ 51,549	\$ 121,509	\$ 132,556	\$ 86,898	\$ 392,511
TOTAL DPH FUNDING SOURCES		\$ 51,549	\$ 121,509	\$ 132,556	\$ 86,898	\$ 392,511
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		51,549	121,509	132,556	86,898	392,511
BHS UNITS OF SERVICE AND UNIT COST						
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service		700	1,100	1,200	1,180	
Unit Type		Hours	Hours	Hours	Hours	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 73.64	\$ 110.46	\$ 110.46	\$ 73.64	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 73.64	\$ 110.46	\$ 110.46	\$ 73.64	
Published Rate (Medi-Cal Providers Only)						Total UDC
Unduplicated Clients (UDC)			120	20		140

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000010841
 Program Name OMI/Excelsior Beacon Center
 Program Code 38531

Appendix Number B-4
 Page Number _____
 Fiscal Year 2021-2022
 Funding Notification Date 09/16/21

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term		07/01/21-06/30/22					
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Utilities (telephone, electricity, water, gas)	\$ 360	\$ 360.00					
Building Repair/Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Occupancy Total:	\$ 360	\$ 360	\$ -				
Office Supplies	\$ 3,751	\$ 3,751					
Photocopying	\$ -	\$ -					
Program Supplies	\$ 1,876	\$ 1,876					
Computer Hardware/Software	\$ -	\$ -					
Materials & Supplies Total:	\$ 5,627	\$ 5,627	\$ -				
Training/Staff Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ 3,078	\$ 3,078					
Professional License	\$ -	\$ -					
Permits	\$ -	\$ -					
Equipment Lease & Maintenance	\$ 5,366	\$ 5,366					
General Operating Total:	\$ 8,444	\$ 8,444	\$ -				
Local Travel	\$ -	\$ -					
Out-of-Town Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Field Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food & Beverage: EP Snack: \$15 per person * 8 Sessions * 20 students = \$2,400.00, SFP Weekly Dinners: \$425 per session * 28 sessions = \$11,900.00, LST Snacks: \$25 per session 16 sessions = \$400.00	\$ 14,700	\$ 14,700					
Stipends & Incentives: EP Stipends: 20 Participants * \$200 stipend = \$4,000; SFP Stipends: 48 families * \$200 stipend = \$9,600; EP Gift Cards: 24 Sessions * 2 gift cards per session * \$25 gift card = \$1,200; SFP Gift Card: 24 Sessions * 2 gift cards per session * \$25 gift card = \$1,200; LST Gift Card: 26 Sessions * 2 gift cards per session * \$25 gift card = \$1,300; Family Workshop Gift Card Raffle: 4 Sessions * 3 gift cards per session * \$25 gift card = \$300	\$ 17,600	\$ 17,600					
Other (provide detail):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Total:	\$ 32,300	\$ 32,300	\$ -				
TOTAL OPERATING EXPENSE	\$ 46,731	\$ 46,731	\$ -				

CONSULTANT/SUBCONTRACTOR

Agency Name: Radicle Root Collective (www.radiclertcollective.com)

Services: Staff coaching and facilitation training that includes:

Learning Series: RRC will facilitate three 2-hour learning series that will focus on racial equity and service delivery for all YSB staff.

Leadership Coaching: YSB leaders will participate in a group coaching process designed to strengthen their stance as antiracist leaders.

Dates: September 2021 - September 2022

Rate: \$31,271.63

Budget Allocation:	\$10,463.00	EPSDT
	\$7,265.00	PASS
	<u>\$3,074.00</u>	ISCS
	\$20,802.00	(a portion of total rate will be covered through DPH contracts)

Appendix F
Invoice

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

Appendix F
PAGE A

Contract ID#
1000010841

INVOICE NUMBER: M15JL21

Contractor: **YMCA of San Francisco - Urban**

Template Version: Amendment 1

Address: 1426 Fillmore St., Suite 204, San Francisco, CA 94115



User Cd

Ct. PO No.: POHM SFGOV-0000554486

Tel. No.: (415) 674-0880

Fund Source: MH CYF Fed/State/GF/ WO DCYF VP

Fax No.: (415)

Invoice Period: July 2021

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

Final Invoice: (Check if Yes)

PHP Division: Community Behavioral Health Services

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

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-1 EPSDT PC# 38BV3												
15/ 10 - 57, 59 MH Svcs	130,521				\$ 3.63	\$ -	0.000		0.00%			130,521.000
15/ 01 - 09 Case Mgt Brokerage	17,664				\$ 2.54	\$ -	0.000		0.00%			17,664.000
B-3 VPI - ISCS PC# - 38BV4												
15/ 10 - 57, 59 MH Svcs	82,380				\$ 3.98	\$ -	0.000		0.00%			82,380.000
15/ 07 Intensive Care Coordination (ICC)	2,538				\$ 2.81	\$ -	0.000		0.00%			2,538.000
15/ 57 Intensive Home Based Svcs (IHBS)	1,139				\$ 3.97	\$ -	0.000		0.00%			1,139.000
15/ 01 - 09 Case Mgt Brokerage	19,988				\$ 2.81	\$ -	0.000		0.00%			19,988.000
TOTAL	254,230		0.000				0.000		0.00%			254,230.000

Budget Amount	Expenses To Date	% of Budget	Remaining Budget
\$ 914,235.00	\$ -	0.00%	\$ 914,235.00

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

Funding Source (Index Code):	Budget Amount	Current Month	Year-to-Date
MH WO DCYF - 251962-10002-10001799-0003	\$ 133,108.00	\$ -	\$ -
MH WO DCYF - 251962-10002-10001799-0004	\$ 38,390.00	\$ -	\$ -
MH CYF GF - 251962-10000-10001670-0001	\$ 742,737.00	\$ -	\$ -
TOTAL FUNDING	\$ 914,235.00	\$ -	\$ -

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

Signature: _____ Date: _____

Title: _____

Send to:

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

Or email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Contract ID#
1000010841

INVOICE NUMBER: M16JL21

Contractor: YMCA of San Francisco - Urban

Template Version: Amendment 1

Address: 1426 Fillmore St., Suite 204, San Francisco, CA 94115

BHS

User Cd

Ct. PO No.: POHM SFGOV-0000554486

Tel. No.: (415) 674-0880

Fund Source: MH CYF GF/ WO DCYF VP

Fax No.: (415)

Invoice Period: July 2021

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

Final Invoice: (Check if Yes)

PHP Division: Community Behavioral Health Services

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

*Unduplicated Counts for AIDS Use Only.

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENTS	UOS	CLIENTS
B-3 VPI - ISCS PC# - 38BV4												
45/ 10 - 19 MH Promotion	296				\$ 191.64	\$ -	0.000		0.00%			296.000
TOTAL	296		0.000				0.000		0.00%			296.000

Budget Amount	Expenses To Date	% of Budget	Remaining Budget
\$ 56,724.00	\$ -	0.00%	\$ 56,724.00

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

Funding Source (Index Code):	Budget Amount	Current Month	Year-to-Date
MH WO DCYF - 251962-10002-10001799-0003	\$ 31,057.00	\$ -	\$ -
MH CYF GF - 251962-10000-10001670-0001	\$ 25,667.00	\$ -	\$ -
TOTAL FUNDING	\$ 56,724.00	\$ -	\$ -

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

Signature: _____
Title: _____

Date: _____

Send to:

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

Or email to:
cbhsinvoice@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date: 5/11/2022

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Contract ID#
1000010841

Contractor: YMCA of San Francisco - Urban

Address: 1426 Fillmore St., Suite 204, San Francisco, CA 94115

Tel. No.: (415) 674-0880
Fax No.: (415)

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

PHP Division: Behavioral Health Services



INVOICE NUMBER: S03JL21

Template Version: Amendment 1
User Cd

Ct. PO No.: POHM SFGOV-0000554486

Fund Source: SUD Fed SABG Primary Prevention

Invoice Period : July 2021

Final Invoice: (Check if Yes)

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-4 OMI/ Excelsior Youth Center - 240646-10000-10001681-0003												
PriPrev-12 SA-Prevention Info Dissemination	700	-			0.00	-	0%	0%	700	-	100%	0%
Pri-Prev-13 SA-PriPrevention Education	1,100	120			0.00	-	0%	0%	1,100	120	100%	100%
PriPrev-14 SA-PriPrevention Alternative	1,200	20			0.00	-	0%	0%	1,200	20	100%	100%
PriPrev-16 SA-PriPrevention Cmnty Based	1,180	-			0.00	-	0%	0%	1,180	-	100%	0%

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 217,835.00	\$ -	\$ -	0.00%	\$ 217,835.00
Fringe Benefits	\$ 76,748.00	\$ -	\$ -	0.00%	\$ 76,748.00
Total Personnel Expenses	\$ 294,583.00	\$ -	\$ -	0.00%	\$ 294,583.00
Operating Expenses:					
Occupancy	\$ 360.00	\$ -	\$ -	0.00%	\$ 360.00
Materials and Supplies	\$ 5,627.00	\$ -	\$ -	0.00%	\$ 5,627.00
General Operating	\$ 8,444.00	\$ -	\$ -	0.00%	\$ 8,444.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Food & Beverage	\$ 14,700.00	\$ -	\$ -	0.00%	\$ 14,700.00
Stipends & Incentives	\$ 17,600.00	\$ -	\$ -	0.00%	\$ 17,600.00
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 46,731.00	\$ -	\$ -	0.00%	\$ 46,731.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 341,314.00	\$ -	\$ -	0.00%	\$ 341,314.00
Indirect Expenses	\$ 51,197.00	\$ -	\$ -	0.00%	\$ 51,197.00
TOTAL EXPENSES	\$ 392,511.00	\$ -	\$ -	0.00%	\$ 392,511.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____
Printed Name: _____
Title: _____

Date: _____
Phone: _____

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

OR email to:
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE B

Contract ID#
1000008643

Invoice Number

S03JL21

User Cd

CT PO No.

Contractor: YMCA of San Francisco - Urban

Tel. No.:

DETAIL PERSONNEL EXPENDITURES

NAME & TITLE	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Head of Services	0.07	\$ 8,000.00		\$ -	0.00%	\$ 8,000.00
Program Director	0.12	\$ 10,430.00		\$ -	0.00%	\$ 10,430.00
Site Manager	0.58	\$ 37,500.00		\$ -	0.00%	\$ 37,500.00
Family Advocate	1.00	\$ 52,000.00		\$ -	0.00%	\$ 52,000.00
Family Advocate	1.00	\$ 52,000.00		\$ -	0.00%	\$ 52,000.00
Program Facilitator	0.48	\$ 20,000.00		\$ -	0.00%	\$ 20,000.00
Program Facilitator	0.10	\$ 5,244.00		\$ -	0.00%	\$ 5,244.00
Program Facilitator	0.18	\$ 8,681.00		\$ -	0.00%	\$ 8,681.00
Program Facilitator	0.05	\$ 1,728.00		\$ -	0.00%	\$ 1,728.00
Program Facilitator	0.34	\$ 14,000.00		\$ -	0.00%	\$ 14,000.00
Admin Support	0.10	\$ 8,252.00		\$ -	0.00%	\$ 8,252.00
TOTAL SALARIES	4.02	\$ 217,835.00	\$ -	\$ -	0.00%	\$ 217,835.00

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Appendix J

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

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

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

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

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

DOCUMENTS INCORPORATED BY REFERENCE

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

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

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

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

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

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

Document 1G: Perinatal Services Network Guidelines 2016

Document 1H(a): Service Code Descriptions

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

Document 1J(b): DMC Audit Appeals Process

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

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

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

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

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

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

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

Document 2C: Title 22, California Code of Regulations

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

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

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

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

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

Document 2G Drug Medi-Cal Billing Manual

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Document 3S CalOMS Treatment Data Compliance Standards

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

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

Document 5A : Confidentiality Agreement

Drug Medi-Cal organized Delivery System

Program Specifications

Provider Specifications

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

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

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

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

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

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

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

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

Services for Adolescents and Youth

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

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

Level of Care

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

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

Organized Delivery System (ODS) Timely Coverage

Non-Discrimination - Member Discrimination Prohibition

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

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

e. The Americans with Disabilities Act.

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

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

All beneficiaries shall meet the following medical necessity criteria:

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

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

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

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

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

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

Covered Services

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

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

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

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

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

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

General Provisions

Standard Contract Requirements (42 CFR §438.3).

Inspection and audit of records and access to facilities.

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

DMC Certification and Enrollment

1. DHCS certifies eligible providers to participate in the DMC program.
2. Providers of services are required to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contract providers must comply with the following regulations and guidelines:
 - i. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8
 - ii. Title 22, Section 51490.1(a)
 - iii. Exhibit A, Attachment I, Article III.PP – Requirements for Services
 - iv. Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq

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

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

Continued Certification

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

Laboratory Testing Requirements

1. 42 CFR Part 493 sets forth the conditions that all laboratories shall meet to be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). Except as specified in paragraph (2) of this section, a laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:
 - i. Has a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for PPM procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory; or
 - ii. Is CLIA-exempt.
2. These rules do not apply to components or functions of:

- i. Any facility or component of a facility that only performs testing for forensic purposes;
 - ii. Research laboratories that test human specimens but do not report patient specific results for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of individual patients; or
 - iii. Laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), in which drug testing is performed which meets SAMHSA guidelines and regulations. However, all other testing conducted by a SAMHSA-certified laboratory is subject to this rule.
3. Laboratories under the jurisdiction of an agency of the Federal Government are subject to the rules of 42 CFR 493, except that the Secretary may modify the application of such requirements as appropriate.

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

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

Early Intervention (ASAM Level 0.5)

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

Outpatient Services (ASAM Level 1.0)

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

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

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

Intensive Outpatient Services (ASAM Level 2.1)

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

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

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

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

Residential Treatment Services

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

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

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

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

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

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

Case Management

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

Physician Consultation Services

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

Recovery Services

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

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

Withdrawal Management

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

Voluntary Termination of DMC-ODS Services

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

Nullification of DMC-ODS Services

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

Hatch Act

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

No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

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

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

Health Insurance Portability and Accountability Act (HIPAA) of 1996

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

Trading Partner Requirements

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

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

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

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

Counselor Certification

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

Cultural and Linguistic Proficiency

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

Trafficking Victims Protection Act of 2000

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

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

Youth Treatment Guidelines

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

Nondiscrimination in Employment and Services

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

Federal Law Requirements:

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

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

State Law Requirements:

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

Investigations and Confidentiality of Administrative Actions

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

Beneficiary Problem Resolution Process

Contractors should follow the BHS problem resolution processes which include:

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

Contract

Provider contracts shall:

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

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

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

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

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

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

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

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

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

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

Contractor Monitoring

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

State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews

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

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

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

Be documented on the DHCS CAP template.

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

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

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

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

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

Reporting Requirements

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

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

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

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

Drug and Alcohol Treatment Access Report (DATAR)

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

Training

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

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

Record Retention

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

Subcontract Termination

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

Control Requirements

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

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

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

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

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

Performance Requirements

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

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

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

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

g. Needs of persons with a disability.

Requirements for Services Confidentiality

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

Perinatal Services.

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

ii. Perinatal services shall include:

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

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

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

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

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

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

Naltrexone Treatment Services

For each beneficiary, all of the following shall apply:

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

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

iv. Is not pregnant and is discharged from the treatment if she becomes pregnant. b. The physician shall certify the beneficiary's fitness for treatment based upon the beneficiary's physical examination, medical

history, and laboratory results. c. The physician shall advise the beneficiary of the overdose risk should the beneficiary return to opiate use while taking Naltrexone and the ineffectiveness of opiate pain relievers while on Naltrexone.

Substance Use Disorder Medical Director

- i. The SUD Medical Director's responsibilities shall, at a minimum, include all of the following:
 - a. Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care.
 - b. Ensure that physicians do not delegate their duties to non-physician personnel.
 - c. Develop and implement written medical policies and standards for the provider.
 - d. Ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards.
 - e. Ensure that the medical decisions made by physicians are not influenced by fiscal considerations.
 - f. Ensure that provider's physicians and LPHAs are adequately trained to perform diagnosis of substance use disorders for beneficiaries, and determine the medical necessity of treatment for beneficiaries.
 - g. Ensure that provider's physicians are adequately trained to perform other physician duties, as outlined in this section.
- ii. The SUD Medical Director may delegate his/her responsibilities to a physician consistent with the provider's medical policies and standards; however, the SUD Medical Director shall remain responsible for ensuring all delegated duties are properly performed.

Provider Personnel

- i. Personnel files shall be maintained on all employees, contracted positions, volunteers, and interns, and shall contain the following:
 - a. Application for employment and/or resume
 - b. Signed employment confirmation statement/duty statement
 - c. Job description
 - d. Performance evaluations
 - e. Health records/status as required by the provider, AOD Certification or CCR Title 9
 - f. Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries)
 - g. Training documentation relative to substance use disorders and treatment
 - h. Current registration, certification, intern status, or licensure

- i. Proof of continuing education required by licensing or certifying agency and program
- j. Provider's Code of Conduct.
- ii. Job descriptions shall be developed, revised as needed, and approved by the provider's governing body.

The job descriptions shall include:

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

h. Protection of beneficiary confidentiality

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

Beneficiary Admission

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

a. DSM diagnosis

b. Use of alcohol/drugs of abuse

c. Physical health status

d. Documentation of social and psychological problems.

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

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

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

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

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

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

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

b. Complaint process and grievance procedures.

c. Appeal process for involuntary discharge.

d. Program rules and expectations.

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

a. Establish written procedures, which protect against the falsification and/or contamination of any urine sample.

b. Document urinalysis results in the beneficiary's file.

Assessment

i. The provider shall ensure a counselor or LPHA completes a personal, medical, and substance use history for each beneficiary upon admission to treatment.

a. Assessment for all beneficiaries shall include at a minimum:

i. Drug/Alcohol use history

ii. Medical history iii. Family history

iv. Psychiatric/psychological history

v. Social/recreational history

vi. Financial status/history vii. Educational history

viii. Employment history

ix. Criminal history, legal status, and

x. Previous SUD treatment history

b. The Medical Director or LPHA shall review each beneficiary's personal, medical, and substance use history if completed by a counselor within 30 calendar days of each beneficiary's admission to treatment date.

Beneficiary Record

i. In addition to the requirements of 22 CCR § 51476(a), the provider shall:

a. Establish, maintain, and update as necessary, an individual beneficiary record for each beneficiary admitted to treatment and receiving services.

b. Each beneficiary's individual beneficiary record shall include documentation of personal information.

c. Documentation of personal information shall include all of the following: i. Information specifying the beneficiary's identifier (i.e., name, number). ii. Date of beneficiary's birth, the beneficiary's sex, race and/or ethnic background, beneficiary's address and telephone number, and beneficiary's next of kin or emergency contact.

ii. Documentation of treatment episode information shall include documentation of all activities, services, sessions, and assessments, including, but not limited to all of the following:

a. Intake and admission data including, a physical examination, if applicable.

b. Treatment plans.

c. Progress notes.

d. Continuing services justifications.

- e. Laboratory test orders and results.
- f. Referrals.
- g. Discharge plan.
- h. Discharge summary.
- i. Contractor authorizations for Residential Services.
- j. Any other information relating to the treatment services rendered to the beneficiary.

Diagnosis Requirements

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

Physical Examination Requirements

- i. If a beneficiary had a physical examination within the twelve-month period prior to the beneficiary's admission to treatment date, the physician or registered nurse practitioner or physician's assistant (physician extenders) shall review documentation of the beneficiary's most recent physical examination within 30 calendar days of the beneficiary's admission to treatment date.
 - a. If a provider is unable to obtain documentation of a beneficiary's most recent physical examination, the provider shall describe the efforts made to obtain this documentation in the beneficiary's individual patient record.
 - ii. As an alternative to complying with paragraph (i) above or in addition to complying with paragraph (i) above, the physician or physician extender may perform a physical examination of the beneficiary within 30 calendar days of the beneficiary's admission to treatment date.
 - iii. If the physician or a physician extender, has not reviewed the documentation of the beneficiary's physical examination as provided for in paragraph (i), or the provider does not perform a physical examination of the beneficiary as provided for in paragraph (ii), then the LPHA or counselor shall include in the beneficiary's initial and updated treatment plans the goal of obtaining a physical examination, until this goal has been met and the physician has reviewed the physical examination results. The physician

shall type or legibly print their name, sign, and date documentation to support they have reviewed the physical examination results. The signature shall be adjacent to the typed or legibly printed name.

Treatment Plan

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

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

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

1. A statement of problems identified through the ASAM, other assessment tool(s) or intake documentation.

2. Goals to be reached which address each problem.

3. Action steps that will be taken by the provider and/or beneficiary to accomplish identified goals. 4. Target dates for the accomplishment of action steps and goals.

5. A description of the services, including the type of counseling, to be provided and the frequency thereof.

6. The assignment of a primary therapist or counselor.

7. The beneficiary's diagnosis as documented by the Medical Director or LPHA.

8. If a beneficiary has not had a physical examination within the 12-month period prior to the beneficiary's admission to treatment date, a goal that the beneficiary have a physical examination.

9. If documentation of a beneficiary's physical examination, which was performed during the prior 12 months, indicates a beneficiary has a significant medical illness, a goal that the beneficiary obtain appropriate treatment for the illness. b. The provider shall ensure that the initial treatment plan meets all of the following requirements:

i. The LPHA or counselor shall complete, type or legibly print their name, and sign and date the initial treatment plan within 30 calendar days of the admission to treatment date. The signature shall be adjacent to the typed or legibly printed name.

ii. The beneficiary shall review, approve, type, or legibly print their name, sign and date the initial treatment plan, indicating whether the beneficiary participated in preparation of the plan, within 30 calendar days of the admission to treatment date.

1. If the beneficiary refuses to sign the treatment plan, the provider shall document the reason for refusal and the provider's strategy to engage the beneficiary to participate in treatment. iii. If a counselor completes the initial treatment plan, the Medical Director or LPHA shall review the initial treatment plan

to determine whether services are medically necessary (as defined in Article IV) and appropriate for the beneficiary.

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

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

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

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

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

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

Sign-in Sheet

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

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

b. The date of the counseling session.

c. The topic of the counseling session.

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

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

Progress Notes

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

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

1. The topic of the session or purpose of the service.
2. A description of the beneficiary's progress on the treatment plan problems, goals, action steps, objectives, and/or referrals.
3. Information on the beneficiary's attendance, including the date, start and end times of each individual and group counseling session or treatment service.
4. Identify if services were provided inperson, by telephone, or by telehealth.
5. If services were provided in the community, identify the location and how the provider ensured confidentiality.

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

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

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

1. A description of the beneficiary's progress on the treatment plan, problems, goals, action steps, objectives, and/or referrals.
2. A record of the beneficiary's attendance at each counseling session including the date, start and end times and topic of the counseling session.
3. Identify if services were provided in-person, by telephone, or by telehealth.
4. If services were provided in the community, identify the location and how the provider ensured confidentiality.

c. For each beneficiary provided case management services, the LPHA or counselor who provided the treatment service shall record a progress note. i. The LPHA or counselor shall type or legibly print their

name, and sign and date the progress note within seven calendar days of the case management service. The signature shall be adjacent to the typed or legibly printed name. ii. Progress notes shall include all of the following:

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

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

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

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

Continuing Services

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

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

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

LPHA in the beneficiary's individual patient record and shall include documentation that all of the following have been considered:

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

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

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

Discharge

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

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

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

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

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

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

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

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

ii. The reason for discharge.

iii. A narrative summary of the treatment episode.

iv. The beneficiary's prognosis.

Reimbursement of Documentation

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

a. The date the progress note was completed.

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

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

Substance Abuse Block Grant

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

Federal Award Subrecipient

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1 – Control Requirements

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

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

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

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

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

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

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

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

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

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

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

Section 2 – General Provisions

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

B. Primary Prevention

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

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

C. Friday Night Live

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

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

D. Perinatal Practice Guidelines

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

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

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

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

Section 3 - Performance Provisions

A. Monitoring

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

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

B. Performance Requirements

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

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

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

Part II – General

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

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

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

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

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

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

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

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

1. Trading Partner Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

2. Reduce barriers to patients' accepting TB treatment.

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

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

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

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

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

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

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

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

U. Federal Law Requirements:

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

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

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

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

W. Additional Contract Restrictions

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

X. Information Access for Individuals with Limited English Proficiency

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

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

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

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

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

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

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

(h) Provider must offer regular hours of operation.

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

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

DOCUMENTS INCORPORATED BY REFERENCE

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

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

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

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

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

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

Document 1G: Perinatal Practice Guidelines FY 2018-19 https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf

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

Document 1P: Alcohol and/or Other Drug Program Certification Standards (May 1, 2017) http://www.dhcs.ca.gov/Documents/DHCS_AOD_Certification_Standards.pdf

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

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

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

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

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

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

Document 3S: CalOMS Treatment Data Compliance Standards

http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_data_compliance%20standards%202014.pdf

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

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

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

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

Document 5A : Confidentiality Agreement

APPENDIX K

Data Access and Sharing Terms

Article 1 Access

1.1 Revision to Scope of Access (RSA):

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

1.2 Primary and Alternate Agency Site Administrator.

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

1. Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;
 2. Communicating with the SFDPH IT Service Desk;
 3. Providing Agency Data User(s) details to the City;
 4. Ensuring that Agency Data User(s) complete required SFDPH trainings annually;
 5. Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and
 6. Provisioning and deprovisioning Agency Data Users as detailed herein.
- To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, dph.helpdesk@sfdph.org.

1.3 SFDPH IT Service Desk.

For new provisioning requests, only Agency Site Administrators are authorized to contact the SFDPH IT Service Desk. The City reserves the right to decline any call placed by other than the Agency Site Administrator. Individual Agency Data Users are not authorized to contact the SFDPH IT Service Desk.

1.4 Deprovisioning Schedule.

Agency, through the Agency Site Administrator, has sole responsibility to deprovision Agency Data Users from the System(s) as appropriate on an ongoing basis. Agency must immediately deprovision an Agency Data User upon any event ending that Data User's need to access the System(s), including job duty change and/or termination. Agency remains liable for the conduct of Agency Data Users until deprovisioned. When deprovisioning employees via the SFDPH IT Service Desk, Agency must maintain evidence that the SFDPH IT Service Desk was notified.

1.5 Active Directory.

Agency Data Users will need an SFDPH Active Directory account in order to access each System(s). These Active Directory Accounts will be created as part of the provisioning process.

1.6 Role Based Access.

Each Agency Data User's access to the System(s) will be role-based and access is limited to that necessary for treatment, payment, and health care operations. The City will assign Agency Data User roles upon provisioning and reserves the right to deny, revoke, limit, or modify Agency Data User's access acting in its sole discretion.

1.7 Training Requirements.

Before System(s) access is granted, and annually thereafter, each Agency Data User must complete SFDPH compliance, privacy, and security training. Agency must maintain written records evidencing such annual training for each Agency Data User and provide copies upon request to the City. For questions about how to complete SFDPH's compliance, privacy, and security training, contact Compliance.Privacy@sfdph.org, (855) 729-6040.

Before Agency Data User first access to System(s), system-specific training must be completed. For training information, Agency Site Administrator may contact the SFDPH IT Service Desk,

1.8 Agency Data User Confidentiality Agreement.

Before System(s) access is granted, as part of SFDPH's compliance, privacy, and security training, each Agency Data User must complete SFDPH's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

1.9 Corrective Action.

Agency shall take corrective action, including but not limited to termination and/or suspension of any System(s) access by any Agency Data User who acts in violation of this Agreement and/or applicable regulatory requirements.

1.10 User ID and Password.

Each Agency Data User will be assigned or create a User ID and password. Agency and each Agency Data User shall protect the confidentiality of User IDs and passwords and shall not divulge them to any other person(s). Agency is responsible for the security of the User IDs and passwords issued to or created by Agency Data Users and is liable for any misuse.

1.11 Notification of Compromised Password.

In the event that a password assigned to or created by an Agency Data User is compromised or disclosed to a person other than the Agency Data User, Agency shall upon learning of the compromised password immediately notify the City, at Compliance.Privacy@sfdph.org, (855) 729-6040. Agency is liable for any such misuse. Agency's failure to monitor each Agency Data User's ID and/or password use shall provide grounds for the City to terminate and/or limit Agency's System(s) access.

1.12 Multi Factor Authentication.

Agency and each Agency Data User must use multi-factor authentication as directed by the City to access the System(s).

1.13 Qualified Personnel.

Agency shall allow only qualified personnel under Agency's direct supervision to act as Agency Data Users with access to the System(s).

1.14 Workstation/Laptop encryption.

All workstations and laptops that process and/or store City Data must be encrypted using a current industry standard algorithm. The encryption solution must be full disk unless approved by the SFDPH Information Security Office.

1.15 Server Security.

Servers containing unencrypted City Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

1.16 Removable media devices.

All electronic files that contain City Data must be encrypted using a current industry standard algorithm when stored on any removable media or portable device (i.e. USB thumb drives, CD/DVD, smart devices tapes etc.).

1.17 Antivirus software.

All workstations, laptops and other systems that process and/or store City Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

1.18 Patch Management.

All workstations, laptops and other systems that process and/or store City Data must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

1.19 System Timeout.

The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

1.20 Warning Banners.

All systems containing City Data must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

1.21 Transmission encryption.

All data transmissions of City Data outside the Agency's secure internal network must be encrypted using a current industry standard algorithm. Encryption can be end to end at the network level, or the data files containing City Data can be encrypted. This requirement pertains to any type of City Data in motion such as website access, file transfer, and e-mail.

1.22 No Faxing/Mailing.

City Data may not be faxed or mailed.

1.23 Intrusion Detection.

All systems involved in accessing, holding, transporting, and protecting City Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

of the City.

1.24 Security of PHI.

Agency is solely responsible for maintaining data security policies and procedures, consistent with those of the City that will adequately safeguard the City Data and the System. Upon request, Agency will provide such security policies and procedures to the City. The City may examine annually, or in response to a security or privacy incident, Agency's facilities, computers, privacy and security policies and procedures and related records as may be necessary to be assured that Agency is in compliance with the terms of this Agreement, and as applicable HIPAA, the HITECH Act, and other federal and state privacy and security laws and regulations. Such examination will occur at a mutually acceptable time agreed upon by the parties but no later than ten (10) business days of Agency's receipt of the request.

1.25 Data Security and City Data

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. For information disclosed in electronic form, Agency agrees that appropriate

safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

1.26 Data Privacy and Information Security Program.

Without limiting Agency's obligation of confidentiality as further described herein, Agency shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Agency's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Agency's data privacy and information security program be less stringent than the safeguards and standards recommended by the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Health Information Technology for Economic and Clinical Health Act (HITECH).

1.27 Disaster Recovery.

Agency must establish a documented plan to protect the security of electronic City Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

1.28 Supervision of Data.

City Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an Agency Data User authorized to access the information. City Data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

1.29 As Is Access.

The City provides Agency and each Agency Data User with System(s) access on an "as is" basis with no guarantee as to uptime, accessibility, or usefulness. To the fullest extent permissible by applicable law, the City disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

1.30 No Technical or Administrative Support.

Except as provided herein, the City will provide no technical or administrative support to Agency or Agency Data Users for System(s) access.

1.31 City Audit of Agency and Agency Data Users.

The City acting in its sole discretion may audit Agency and Agency Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such Agency's and/or Agency Data User's access to the System(s) permanently or until the City determines that all irregularities have been satisfactorily cured. Agency and each Agency Data User understands that the City may create and review an audit trail for each Agency Data User, including but not limited to, noting each Agency Data User's ID(s), the patient information accessed, and/or the date accessed. Agency and each Agency Data User understands that any inappropriate access or use of patient information, as determined by the City, may result in the temporary and/or permanent termination of Agency's or such Agency Data User's access to the System(s). Agency remains liable for all inappropriate System(s) access, misuse and/or breach of patient information, whether in electronic or hard-copy form.

1.32 Minimum Necessary.

Agency and each Agency Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Agency and each Agency Data User shall access patient

information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

1.33 No Re-Disclosure or Reporting.

Agency may not in any way re-disclose SFDPH Data or otherwise prepare reports, summaries, or any other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval and where such re-disclosure is otherwise permitted or required by law.

1.34 Health Information Exchange.

If Agency is qualified to enroll in a health information exchange, the City encourages Agency to do so in order to facilitate the secure exchange of data between Agency's electronic health record system (EHR) and the City's Epic EHR.

1.35 Subcontracting.

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data breach in the same manner in which Agency would be so obligated, (2) provide cyber and technology errors and omissions insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

Article 2 Indemnity

2.1 Medical Malpractice Indemnification.

Agency recognizes that the System(s) is a sophisticated tool for use only by trained personnel, and it is not a substitute for competent human intervention and discretionary thinking. Therefore, if providing patient treatment, Agency agrees that it will:

1. Read information displayed or transmitted by the System accurately and completely;
2. Ensure that Agency Data Users are trained on the use of the System;
3. Be responsible for decisions made based on the use of the System;
4. Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
5. Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;
6. Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;
7. Use the System only in accordance with applicable standards of good medical practice.

Agency agrees to indemnify, hold harmless and defend City from any claim by or on behalf of any patient, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, regardless of the cause, if such claim in any way arises out of or relates to patient care or outcomes based on Agency's or an Agency Data User's System access.

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

The Parties agree that as between them, all rights, including all intellectual property rights in and to the City Data and any derivative works of the City Data shall remain the exclusive property of the City.

3.2 Data Breach; Loss of City Data.

The Agency shall notify City immediately by telephone call plus email upon the discovery of a breach (as herein). For purposes of this Section, breaches and security incidents shall be treated as discovered by Agency as of the first day on which such breach or security incident is known to the Agency, or, by exercising reasonable diligence would have been known to the Agency. Agency shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Agency.

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. any action pertaining to a breach required by applicable federal and state laws.

1. **Investigation of Breach and Security Incidents:** The Agency shall immediately investigate such breach or security incident. As soon as the information is known and shall inform the City of:

- i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and
- iii. a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. a description of the probable and proximate causes of the breach or security incident; and
- v. whether any federal or state laws requiring individual notifications of breaches have been triggered.

2. **Written Report:** Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

3. **Notification to Individuals:** If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Agency shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
- ii. cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.

4. **Sample Notification to Individuals:** If notification to individuals is required, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
- ii. cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

3.3 **Media Communications**

City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Agency to do so.

Attachment 1 to Appendix K System Specific Requirements

I. For Access to SFDPH Epic through Care Link the following terms shall apply:

A. SFDPH Care Link Requirements:

1. Connectivity.
 - a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website galaxy.epic.com. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
2. Compliance with Epic Terms and Conditions.
 - a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:
3. Epic-Provided Terms and Conditions
 - a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
 - b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

II. For Access to SFDPH Epic through Epic Hyperspace and Epic Hyperdrive the following terms shall apply:

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

1. Connectivity.
 - a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Epic Hyperspace will change over time. Epic Hyperdrive is a web-based platform that will replace Epic Hyperspace in the future. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all

associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Application For Access and Compliance with Epic Terms and Conditions.

- a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Agency must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: <https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation must notify SFDPH, in writing, of Agency's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Agency will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to SFDPH myAvatar through WebConnect and VDI the following terms shall apply:

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
- 2. Information Technology (IT) Support.
 - a. Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.
- 3. Access Control.
 - a. Access to the BHS Electronic 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
 - d. Applicants must complete the credentialling process in accordance with the DHCS MHSUDS Information Notice #18-019.
 - e. Applicants must complete myAvatar Training.
 - f. Level of access is based on "Need to Know", job duties and responsibilities.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
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CG 89 70 (Ed. 11/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft, Auto or Watercraft** does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph (2) of exclusion **g. Aircraft, Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) less than 60 feet long; and

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and
 - (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."
2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- a. required by the contract or agreement; or
 - b. available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph a. **Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
 - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
 - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **8. Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph **1. Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph **1.** above, paragraph **2. Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions **j.(3), j.(4), j.(5)** and **j.(6)** are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to **2.** Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **\$ 1,000.**
2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **\$ 5,000.** This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph **2.** of **SECTION III - LIMITS OF INSURANCE.**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTHDept. Code: DPHType of Request: Initial Modification of an existing PSC (PSC # 46987 - 16/17)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Mental Health Services for Children, Youth and FamiliesFunding Source: Medi-Cal, State Rlgmt, Genl FundPSC Original Approved Amount: \$75,000,000 PSC Original Approved Duration: 07/01/17 - 06/30/22 (5 years)PSC Mod#1 Amount: \$35,000,000 PSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: \$123,200,000 PSC Mod#2 Duration: 07/01/22-06/30/27 (5 years 1 day)PSC Mod#3 Amount: \$116,500,000 PSC Mod#3 Duration: 07/01/27-06/30/28 (1 year 1 day)PSC Cumulative Amount Proposed: \$349,700,000 PSC Cumulative Duration Proposed: 11 years 2 days**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Culturally appropriate mental health services for children, youth and their families will be provided by multiple contractors, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients. Services will include outpatient mental health services; educationally related mental health services, success, opportunity, achievement resiliency classrooms, classroom educational enrichment program, intensive supervision and clinical services, residential based mental health outpatient, mental health assessment therapy, collateral and community based wraparound services, specialty Mental Health services, community-based violence and trauma recovery services, community-based day treatment services, short term residential therapeutic programs, intensive treatment foster care and treatment foster care, day treatment services, intensive/day rehabilitative services, therapeutic behavioral services, therapeutic visitation services, and targeted case management.

B. Explain why this service is necessary and the consequence of denial:

Without these services, children, youth and their families will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, trauma, post-trauma, and other symptoms. There may also be a generalized sense of increased collective helplessness throughout the community when related to significant numbers the community with untreated mental illness, leading to communities which feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as dis-allowance of State and Federal funding for failing to expend funds within regulatory guidelines.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Services have been provided in the past through earlier PSC request. See 46987 - 16/17

D. Will the contract(s) be renewed?

Yes, if funding is available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

The Department expects the need for these services to continue.

2. Reason(s) for the Request**A. Display all that apply**

Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

The City does not have the facilities (including space for provision of services and offices), resources or capacity to provide these critical services for children, youth, and their families, which provide an integral part of the City's system of care.

B. Reason for the request for modification:

Extend the duration to align with the anticipated contract term stated in RFP and increase the PSC amount.

3. **Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Contractors must have appropriately trained, licensed or certified staff and facilities which comply with applicable State laws and regulations, chiefly, California Welfare and Institutions Code Sect. 5000.

B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractors will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

4. **If applicable, what efforts has the department made to obtain these services through available resources within the City?**

Not Applicable

5. **Why Civil Service Employees Cannot Perform the Services to be Contracted Out**

A. Explain why civil service classes are not applicable.

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are mostly non-profit organizations, and through these collaborations the City is able to offer higher quality, more accessible mental health services to its residents.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Current existing classifications perform this work. However, demand exceeds the capacity at City facilities to provide these services, so that City uses contractors to meet as many of the clients' needs as possible.

6. **Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
These services do not include formal training for civil service staff, however, there may be knowledge transfer opportunities through civil service staff's ongoing work to coordinate with community based and other providers.

C. Are there legal mandates requiring the use of contractual services?
No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes, existing contractors will continue to use this PSC.

7. Union Notification: On 06/30/23, the Department notified the following employee organizations of this PSC/RFP request:
SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Physicians and Dentists - 8CC; Management & Superv Local 21; Architect & Engineers, Local 21;

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 101 Grove Street, Room 307,, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46987 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 08/31/2023



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
 Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 260076

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
 A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION	
TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD	
OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT	
NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Reanna Albert	628-271-6178
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
DPH Department of Public Health	reanna.albert@sfdph.org

5. CONTRACTOR	
NAME OF CONTRACTOR YMCA of San Francisco	TELEPHONE NUMBER 415-772-5500
STREET ADDRESS (including City, State and Zip Code) 169 Steuart Street, San Francisco, CA 94105	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 260076
DESCRIPTION OF AMOUNT OF CONTRACT NTE \$11,577,751		
NATURE OF THE CONTRACT (Please describe) Provide mental health and substance use disorder prevention services to children and youth.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Abaunza	Jorge	Board of Directors
2	Auyoung	Dillon	Board of Directors
3	Bley	Mark	Board of Directors
4	Bruning-Miles	Jamie	Board of Directors
5	Chang	Annabel	Board of Directors
6	Chisholm	Richard	Board of Directors
7	Eberly	Jon	Board of Directors
8	Estrada	Josue	Board of Directors
9	Farrell	Glenn M.	Board of Directors
10	Gregory-Burns	Gina	Board of Directors
11	Gridley	Jennifer	Board of Directors
12	Hankins	Stephen	Board of Directors
13	Hayes	Stephan	Board of Directors
14	Kearney	Thomas	Board of Directors
15	Kelly	David	Board of Directors
16	Narvick	Greg	Board of Directors
17	O'Connor	Michael	Board of Directors
18	Pasarell Tsai	Shelby	Board of Directors
19	Pisano	Marianna	Board of Directors

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Price	Amy	Board of Directors
21	Prosnitz	Eric	Board of Directors
22	Robins	Richard	Board of Directors
23	Rogers	Stephen	Board of Directors
24	Susko	Peter M.	Board of Directors
25	Teague	Gary	Board of Directors
26	Welborn	Caryl B.	Board of Directors
27	Willingham	John	Board of Directors
28	Wong-Lee	Carlene	Board of Directors
29	Bruning-Miles	Jamie	CEO
30	Greigsby	Mittie	CFO
31	Rich	Chip	Other Principal Officer
32	Clark	Erin	COO
33	Brown	Derick	Other Principal Officer
34	Nico Hiu	Chad	Other Principal Officer
35			
36			
37			
38			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
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47			
48			
49			
50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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City and County of San Francisco
Daniel Lurie, Mayor

San Francisco Department of Public Health

Daniel Tsai
Director of Health

January 14, 2026

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo,

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and YMCA, in the amount of \$11,577,751.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution
- Proposed Amendment 2
- Original Agreement
- Amendment 1
- Form SFEC-126
- PSC number DHRPSC0001937

For questions on this matter, please contact me at (628) 271-6178, reanna.albert@sfdph.org.

Thank you for your time and consideration.

Sincerely,

Reanna Albert

Reanna Albert
Senior Contracts Analyst
Office of Contracts Management and Compliance
DPH Business Office

cc: Daniel Tsai, Director of Health
Jenny Louie, Chief Operating Officer
Michelle Ruggels, Director, DPH Business Office

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

reanna.albert@sfdph.org – office 621-271-6178 – fax 415 252-3088

1380 Howard Street, Room 419D, San Francisco, CA 94103
