

File No. 210010

Committee Item No. 3

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date February 3, 2021

Board of Supervisors Meeting

Date _____

Cmte Board

- | | | |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

- | | | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Contract Certification Clause</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Behavioral Health Information Notice: 20-026</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |

Completed by: Linda Wong Date January 29, 2021

Completed by: Linda Wong Date _____

1 [Performance Contract Agreement - Retroactive - California Department of Health Care
2 Services - Mental Health Services Act and Various Programs]

3 **Resolution retroactively authorizing the Department of Public Health to enter into**
4 **Performance Contract No. 18-95270, with the California Department of Health Care**
5 **Services, incorporating the Mental Health Services Act, Lanterman-Petris-Short Act,**
6 **Projects for Assistance in Transition from Homelessness, Community Mental Health**
7 **Services Block Grant, Substance Abuse Treatment and Prevention Block Grant, and**
8 **Crisis Counseling Assistance and Training Program for the period of July 1, 2018,**
9 **through June 30, 2021.**

10
11 WHEREAS, The California Department of Health Care Services (DHCS) administers
12 funding and program requirements/standards for the following: Mental Health Services Act
13 (MHSA), Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from
14 Homelessness (PATH), Community Mental Health Services Block Grant (known as Mental
15 Health Block Grant (MHBG)), Substance Abuse Treatment and Prevention Block Grant
16 (SABG), and Crisis Counseling Assistance and Training Program (CCP); and

17 WHEREAS, The Department of Public Health, Behavioral Health Services (DPH-BHS)
18 operates the aforementioned programs for San Francisco County through the San Francisco
19 Mental Health Plan; and

20 WHEREAS, The Mental Health Services Fund was established pursuant to Welfare
21 and Institutions Code, Section 5890, and provides funds to counties for the implementation of
22 its MHSA projects and programs for prevention and early intervention, community services
23 and supports, workforce development and training, innovation, plus capital facilities and
24 technological needs; and

25

1 WHEREAS, The Lanterman-Petris-Short Act was established pursuant to Welfare and
2 Institutions Code, Section 5400, to end indefinite involuntary commitment of persons with
3 mental health disorders and to provide prompt evaluation and treatment, to establish
4 consistent personal rights standards, and to provide services in the least restrictive setting;
5 and

6 WHEREAS, Pursuant to United States Code, Sections 290cc-21 through 290cc-35, the
7 PATH grant funds community based outreach, mental health and substance use disorder
8 referral/treatment, case management and other support services, as well as a limited set of
9 housing services for the homeless mentally ill; and

10 WHEREAS, DHCS awards federal Community Mental Health Services Block Grant
11 funds to counties in California to provide a broad array of mental health services to the
12 following target populations: children and youth with serious emotional disturbances, adults
13 and older adults with serious mental illnesses; and

14 WHEREAS, Pursuant to United States Code, Section 300x-1 et seq., the State of
15 California has been awarded the federal Substance Abuse Treatment and Prevention Block
16 Grant funds to provide a broad array of alcohol and other drug program treatment and
17 prevention services; and

18 WHEREAS, Pursuant to Title 42 United States Code, Section 5183, and upon the
19 issuance of a Presidential declaration of a major disaster, the State of California may be
20 awarded Federal Emergency Management Agency funding for the Crisis Counseling
21 Assistance and Training Program which supports short-term interventions that involve
22 assisting disaster survivors in understanding their current situation, mitigating stress,
23 developing coping strategies, providing emotional support, and linkages with other individuals
24 and agencies that help survivors in their recovery process; and

25

1 WHEREAS, On November 18, 2020, DHCS forwarded Performance Contract No. 18-
2 95270 to DPH-BHS, on file with the Clerk of the Board of Supervisors in File No. 210010,
3 which is hereby declared to be part of this resolution as if set forth fully herein; and

4 WHEREAS, Performance Contract No. 18-95270 sets forth all performance,
5 compliance and reporting requirements the County must meet in order to receive funding for
6 these programs; and

7 WHEREAS, Examples of compliance and reporting standards include, but are not
8 limited to, expenditure requirements, minimum service standards, beneficiary protections, and
9 fiscal and service reporting requirements; and

10 WHEREAS, The Performance Contract only includes performance requirements and
11 does not have funding attached to it, as the Board of Supervisors approved the budget
12 components for these programs during the City's annual budget process; now, therefore, be it

13 RESOLVED, That the County of San Francisco, Department of Public Health (DPH) is
14 hereby retroactively authorized to enter into a performance contract agreement with DHCS;
15 and, be it

16 FURTHER RESOLVED, That the Board of Supervisors hereby retroactively designates
17 the Director of Behavioral Health Services to sign said agreement on behalf of DPH; and, be it

18 FURTHER RESOLVED, That within thirty (30) days of the performance contract being
19 fully executed by all parties the Director of Behavioral Health Services shall provide the
20 performance contract to the Clerk of the Board for inclusion into the official file.

21
22
23
24
25

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 24 PAGES

AGREEMENT NUMBER

18-95270

AMENDMENT NUMBER

A01

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of San Francisco

2. The term of this Agreement is:

START DATE

July 1, 2018

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement after this Amendment is:

\$0.00 (Zero Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DHCS.

II. Purpose of amendment: This amendment modifies the terms and conditions as outlined in the original contract to include the Substance Abuse Prevention and Treatment Block Grant (SABG), incorporate the SABG County Application by reference, and clarifies the Contractor's name.

III. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text (i.e., Strike).

IV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A A1 – Program Specifications (23 pages)

All references to Exhibit A – Program Specifications, in any exhibit incorporated into this agreement, shall hereinafter be deemed to read Exhibit A A1 – Program Specifications. Exhibit A – Program Specifications is hereby replaced in its entirety by the revised exhibit.

V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B A1 – Funds Provision (1 page)

All references to Exhibit B – Funds Provision, in any exhibit incorporated into this agreement, shall hereinafter be deemed to read Exhibit B A1 – Funds Provision. Exhibit B – Funds Provision is hereby replaced in its entirety by the revised exhibit.

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Francisco

CONTRACTOR BUSINESS ADDRESS

1380 Howard Street, 5th Floor

CITY

San Francisco

STATE

CA

ZIP

94103

PRINTED NAME OF PERSON SIGNING

Marlo Simmons

TITLE

Acting Director of Behavioral Health Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 24 PAGES

AGREEMENT NUMBER 18-95270	AMENDMENT NUMBER A01	Purchasing Authority Number
-------------------------------------	--------------------------------	-----------------------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Ave., MS 4200, PO Box 9974413

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Carrie Talbot

TITLE

SSM I, Contracts Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&I Code 14703

Exhibit A A1
Program Specifications

1. Service Overview

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (**PATH**), Community Mental Health Services Block Grant (**MHBG**), **Substance Abuse Treatment and Prevention Block Grant (SABG)**, and Crisis Counseling Assistance and Training Program (**CCP**) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services. This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

2. Service Location

The services shall be performed at appropriate sites as described in this contract.

3. Service Hours

The services shall be provided during times required by this contract.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Services	County of San Francisco
Contract Manager: Ivan Bhardwaj Telephone: (916) 345-7483 Fax: (916) 440-7621 Email: Ivan.Bhardwaj@dhcs.ca.gov	Marlo Simmons, Acting Director of Behavioral Health Services Telephone: (415) 255-3449 Fax: (415) 255-3440 Email: marlo.simmons@sfdph.com

Exhibit A A1
Program Specifications

- B. Direct all inquiries to:

Department of Health Care Services	County of San Francisco
Behavioral Health – Community Services Division/Federal Grants Section	Attention: Deborah Sherwood 1380 Howard Street, 5th Floor San Francisco, CA, 94103
Attention: DeAnn Harrison 1500 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413	Phone: (415) 255-3435 Fax: (415) 255-3440 Email: deborah.sherwood@sfdph.org
Phone: (916) 345-8700 Email: DeAnn.Harrison@dhcs.ca.gov	

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. General Requirements for Agreement

Welfare and Institutions Code section 5651, subdivision (b), provides specific assurances, which are listed below, that must be included in this Agreement. County shall:

- A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,
- B. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with section 5000) and Part 1.5 (commencing with section 5585) of Division 5 of the Welfare and Institutions Code,
- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,
- D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,
- E. Comply with all provisions and requirements in law pertaining to patient rights,
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded

Exhibit A A1
Program Specifications

mental/**behavioral** health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant, and Community Mental Health Services Block Grant programs, **and Substance Abuse Prevention and Treatment Block Grant programs.**

- G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,
- H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and
- I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

6. Services Authority

A. THE MENTAL HEALTH SERVICES ACT PROGRAM

1) Program Description

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to expand California's public mental health programs and services through funding received by a one percent tax on personal incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the County meets the MHSA and MHS Fund requirements. (Gov. Code §§ 11180-11182; Welf. & Inst. Code, §§ 5651, subd. (b)(10), 5897, subd. (d), & 14124.2, subd. (a).)

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process

Exhibit A A1
Program Specifications

shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) electronically to the Department and the Mental Health Services Oversight and Accountability Commission by December 31 following the close of the fiscal year in accordance with Welfare and Institutions Code sections 5705 and 5899, regulations, and DHCS-issued guidelines. The RER shall be certified by the County's Behavioral Health Director (also referred to as "mental health director") and the County's auditor-controller (or equivalent), using the DHCS-issued certification form. Data submitted shall be full and complete.

If the RER does not meet the requirements, in accordance with the procedure in section 9 of this Agreement, DHCS may withhold payments from the MHS Fund until the County submits a complete RER. (Welf. & Inst. Code, §§ 5655; Cal. Code Regs., tit. 9, § 3510, subd. (c).)

4) Distribution and Use of Local Mental Health Services Funds:

- a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.
- b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the

Exhibit A A1
Program Specifications

planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)

- c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)
 - d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)
 - e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or annual update pursuant to Welfare and Institutions Code section 5847. (Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)
- 5) Three-Year Program and Expenditure Plan and Annual Updates:
- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:
 - i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)
 - ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a

Exhibit A A1
Program Specifications

wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)

- iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)
- iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)
- v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)
- vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)
- vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in

Exhibit A A1
Program Specifications

the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)

- viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)
 - ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)
- b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old, including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)
 - c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)
 - d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services
 - e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that

Exhibit A A1
Program Specifications

are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)

- 6) Planning Requirements and Stakeholder Involvement:
- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)
 - 1) County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)
 - 2) The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a

Exhibit A A1
Program Specifications

minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)

- 3) The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with MHSAs funds:

- community collaboration, as defined in California Code of Regulations, Title 9, section 3200.060;
- cultural competence, as defined in section 3200.100;
- client driven, as defined in section 3200.050;
- family driven, as defined in section 3200.120;
- wellness, recovery and resilience focused; and integrated service experiences for clients and their families, as defined in section 3200.190.

The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three-Year Program and Expenditure Plans and updates; and the manner in which the County delivers services and evaluates service delivery. (Cal. Code Regs., tit. 9, § 3320.)

- 7) County Requirements for Handling MHSAs Funds
- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)
 - b. When accounting for all receipts and expenditures of MHSAs funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at http://www.sco.ca.gov/pubs_guides.html, (Gov. Code, § 30200),

Exhibit A A1
Program Specifications

except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.

8) Department Compliance Investigations:

DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)

9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:

- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)
- b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.
- c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may

Exhibit A A1
Program Specifications

invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:

- 1) Withhold part or all State mental health funds from County.
- 2) Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance.
- 3) Bring an action in mandamus or any other action in court as may be appropriate to compel compliance. Any action filed in accordance with the section shall be entitled to a preference in setting a date for hearing.

B. BRONZAN-McCORQUODALE ACT

1) Description

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living the most constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

2) County Obligations

County shall comply with all requirements in the Bronzan McCorquodale Act (Welf. & Inst. Code, § 5600 et. Seq.) and specifically, county shall comply with the following:

- a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.
- b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))
- c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under

Exhibit A A1
Program Specifications

Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive.
(Welf. & Inst. Code, § 5614, subd. (b)(4))

- d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

C. LANTERMAN-PETRIS-SHORT ACT

1) Description

The LPS Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

2) Reporting and Data Submission Requirements

- a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS, the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)
- b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and

Exhibit A A1
Program Specifications

shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)

- c. The County shall collect information and submit reports to DHCS as specified in Welfare and Institutions Code section 5326.15, subdivision (a).

3) Laura's Law

If the County operates an Assisted Outpatient Treatment Program pursuant to Welfare and Institution Code, Division 5, Part 1, Chapter 2, Article 9, (Laura's Law), it shall be required to comply with all applicable statutes including, but not limited to, Welfare and Institutions Code sections 5345 through 5349.5, inclusive. In addition, a County that has a Laura's Law program shall:

- a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).
- b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

Exhibit A A1
Program Specifications

D. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS PROGRAM (42 U.S.C. §§ 290cc-21 -290cc-35, inclusive)

Pursuant to Title 42 of the United States Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

E. COMMUNITY MENTAL HEALTH SERVICES GRANT PROGRAM (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x-1 et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds (known as Mental Health Block Grant (MHBG)). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in

Exhibit A A1
Program Specifications

accordance with the instructions, enclosures and attachments, available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/MHBG.aspx>.

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

F. SUBSTANCE ABUSE PREVENTION AND TREATMENT BLOCK GRANT PROGRAM (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x-1 et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care (SOC) programs.

If County applied for, and DHCS approved its request to receive SABG funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive SABG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

The SABG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2

Exhibit A A1
Program Specifications

Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

G. CRISIS COUNSELING ASSISTANCE AND TRAINING PROGRAM (42 U.S.C. § 5183)

Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

- 1) The CCP is comprised of three funding terms:
 - a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration;
 - b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
 - c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.
- 2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.
- 3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit

Exhibit A A1
Program Specifications

performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)

- 4) For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link:
<https://www.samhsa.gov/dtac/ccp-toolkit>.

7. Reporting and Data Submission Requirements

County shall comply with all data and information submission requirements specified in this Agreement.

- A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), **SABG grant (if the County receives funds from this grant)**, CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through ~~290cc-35~~ **290ee-10** and 300x through ~~300x-9~~ **300x-68**, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
- B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental/**behavioral** health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:
 - 1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)
 - 2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports

Exhibit A A1
Program Specifications

provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.

- 3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.
 - 4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.
 - 5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.
 - 6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.
 - 7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.
 - 8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.
 - 9) **Cooccurring Mental Health and Substance Use Disorder Assessments in accordance with Welfare & Institutions Code section 5891.5.**
- C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:
- i. Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
 - ii. If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction..
 - iii. Make diligent efforts to minimize errors on the CSI error file.
 - iv. Correct all errors on the CSI error file.
 - v. Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.
- D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's

Exhibit A A1
Program Specifications

- information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.
- F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

8. Special Terms and Conditions

A. Audit and Record Retention

(Applicable to agreements in excess of \$10,000)

- 1) County and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement,

Exhibit A A1
Program Specifications

including any matching costs and expenses. The forgoing constitutes “records” for the purpose of this provision.

- 2) County’s and/or Subcontractor’s facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- 3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
- 4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
 - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.
- 5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

Exhibit A A1
Program Specifications

Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- 6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.

B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant, ~~and~~ Community Mental Health Services Grant Program, ~~and~~ Substance Abuse Prevention and Treatment Block Grant Program

If a dispute arises between the Contractor and DHCS regarding Contractor compliance with Section 6 of this Agreement, subparagraph ~~BD~~, Projects for Assistance in Transition from Homelessness Program, ~~or~~ subparagraph ~~CE~~, Community Mental Health Services Grant Program, **or subparagraph F, Substance Abuse Prevention and Treatment Block Grant Program,** the Contractor must seek resolution using the process outlined below.

- 1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.
- 2) The Branch Chief of DHCS' Mental Health Management and Outcomes Reporting Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take to comply with the decision.

Exhibit A A1
Program Specifications

The Branch Chief's decision shall be the final administrative determination of DHCS.

- 3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

Department of Health Care Services

Behavioral Health – Community Services Division/~~Contracts and Grants Management~~

~~Section~~ **Federal Grants Section**

Attention: Casey Heinzen
1500 Capitol Avenue, MS ~~2704~~**2624**
P.O. Box Number 997413
Sacramento, CA, 95899-7413

C. Novation

If County proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with County, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

D. Welfare and Institutions Code section 5751.7 Waiver

- 1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.
- 2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.
- 3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A,

Exhibit A A1
Program Specifications

Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.

- 4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.
- 5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit A, Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.
- 6) In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to:

California Department of Health Care Services

Behavioral Health – Community Services Division

~~Operations Branch~~ **Community Support Branch**

~~Contracts and Grants Management Section~~ **Policy, Monitoring, & Finance Section**

e-mail: MHS@dhcs.ca.gov.

- 7) Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Behavioral Health Director.

E. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

F. Change in County Behavioral Health Director

County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County shall provide DHCS the contact information for any new County Behavioral Health Director appointed.

**Exhibit B A1
Funds Provision**

1. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to ~~San Francisco Community Behavioral Health Services~~ **Contractor** or to furnish any other considerations under this Agreement and ~~San Francisco Community Behavioral Health Services~~ **Contractor** shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to ~~San Francisco Community Behavioral Health Services~~ **Contractor** to reflect the reduced amount.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. 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. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace 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: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. 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. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. 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.

5. 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.

6. 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 located at www.dir.ca.gov, 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).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. 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.

5. 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.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



BRADLEY P. GILBERT, MD, MPP
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services



GAVIN NEWSOM
GOVERNOR

DATE: May 15, 2020

BEHAVIORAL HEALTH INFORMATION NOTICE NO.: 20-026

TO: California Alliance of Child and Family Services
California Association for Alcohol/Drug Educators
California Association of Alcohol & Drug Program Executives, Inc.
California Association of DUI Treatment Programs
California Consortium of Addiction Programs and Professionals
California Council of Community Behavioral Health Agencies
California Opioid Maintenance Providers
California State Association of Counties
Coalition of Alcohol and Drug Associations
County Behavioral Health Directors
County Behavioral Health Directors Association of California
County Drug & Alcohol Administrators

SUBJECT: Department of Health Care Services (DHCS) Substance Abuse
Prevention and Treatment Block Grant (SABG) County
Performance Contract (CPC) Merge

EFFECTIVE DATE: This notice is effective July 1, 2020, and shall remain in effect
until superseded or rescinded.

PURPOSE: This Information Notice (IN) is to inform county subrecipients that
in State Fiscal Year (SFY) 2020-21, DHCS Community Services
Division is streamlining the contracting process for behavioral
health federal block grants by integrating the SABG into the
existing CPC.

BACKGROUND

In previous years, DHCS administered SABG funding through three-year contracts with each county. Because the county allocation amounts are based on the fluctuating SABG award amounts that are issued annually by the Substance Abuse and Mental Health Services Administration, annual adjustments to county allocations required a new SABG contract amendment in each year of the three-year cycle. Additional amendments were required for any shift or modification of funding to cover unique

circumstances. In some cases, counties and DHCS would have to draft and execute multiple contract amendments per year in order to maintain the grant funding stream and cover expenses. This process is cumbersome and often results in lengthy funding delays.

The CPC is required per Welfare and Institutions Code sections 5650, subd. (a), 5651, 5897, and California Code of Regulations Title 9, section 3310 and sets forth conditions and requirements that counties must meet in order to receive funding for the the Mental Health Services Act and Lanterman-Petris-Short Act, in addition to the following federal behavioral health grants: Community Mental Health Services Block Grant (MHBG), Projects for Assistance in Transition from Homelessness (PATH), and Crisis Counseling Assistance and Training Program (CCP). Historically this was a one-year contract, but a statutory change in 2018 allows DHCS to issue the CPC as a three-year contract with an option to renew for two additional one-year terms.

DISCUSSION

SABG is currently administered under a different contracting model from MHBG, PATH, and CCP despite being governed by similar or identical federal statutes and regulations. SABG funding is currently tied to individual county contracts, whereas MHBG, PATH, and CCP funding is administered via supplemental application documents that are incorporated by reference through the CPC.

Currently, adjustments to SABG Program Specifications, funding, or budgets, require a contract amendment, which is administratively burdensome and may take several months to complete. The MHBG, PATH, and CCP contract models do not require the need to formally amend the contract to adjust budgets or funding levels, which provides DHCS flexibility in responding to the needs of counties and their beneficiaries.

Aligning the federal behavioral health grants into the existing CPC simplifies and streamlines county administration of the SABG, MHBG, PATH, and CCP grants.

POLICY

Upon expiration of the current three-year SABG contract on June 30, 2020, SABG will be integrated into the existing CPC, which runs through June 30, 2021. As with MHBG, counties will submit annual SABG applications that consist of enclosures detailing various rules, regulations, and county requirements, in addition to program narratives and budgets. Application documents are legally binding and enforceable by DHCS as they are incorporated by reference into the CPC.

May 15, 2020

On April 8, 2020, DHCS released the SABG SFY 2020-21 County Application package. This package included the following:

1. Enclosure 1 – Funding Allocation & Application Instructions
2. Enclosure 2 – Program Specifications
3. Enclosure 3 – Budget Detail and Payment Provisions
4. Enclosure 4 – Documents Incorporated by Reference
5. Enclosure 5 – Special Terms and Conditions

Counties are required to prepare and submit a SABG County Application in accordance with the enclosures and attachments accompanying this letter.

Application documents must be submitted electronically, as detailed in Enclosure 1, to SABG@dhcs.ca.gov, no later than close of business on **July 31, 2020**. DHCS conducted an informational SABG SFY 2020-21 County Application Overview and Technical Assistance Webinar on April 7, 2020. Slides for this webinar are available upon request.

If you have any questions regarding this policy, please e-mail SABG@dhcs.ca.gov or contact Ivan Bhardwaj, Chief, Contracts and Grants Management Section, at (916) 345-7483.

Sincerely,

Marlies Perez, Chief
Community Services Division

From: [Shinn, Nancy@DHCS](mailto:Shinn.Nancy@DHCS)
To: [Miniola, Kathleen \(DPH\)](mailto:Miniola.Kathleen@DPH); [Simmons, Marlo \(DPH\)](mailto:Simmons.Marlo@DPH); [Sherwood, Deborah \(DPH\)](mailto:Sherwood.Deborah@DPH)
Cc: [Shields, Matthew@DHCS](mailto:Shields.Matthew@DHCS); [Heinzen, Casey@DHCS](mailto:Heinzen.Casey@DHCS); PATH@DHCS; MHBG@DHCS; [DHCS CSD SABG](mailto:DHCS.CSD.SABG)
Subject: San Francisco County Performance Contract - FY 18-21 - #18-95270 A01
Date: Wednesday, November 18, 2020 9:10:59 AM
Attachments: [A01 - CCC 042017 - Performance - San Francisco -18-95270 A01.pdf](#)
[A01 - Exhibit A A1 - Performance - San Francisco -18-95270 A01.pdf](#)
[A01 - Exhibit B A1 - Performance - FY 2018-21 - San Francisco -18-95270 A01.pdf](#)
[A01 - STD 213A - Performance - San Francisco -18-95270 A01.pdf](#)

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear San Francisco County,

Enclosed for review and signature is your multi-year 2018-2021 County Performance Contract (CPC) amendment. This CPC amendment continues DHCS efforts in streamlining the contracting process for behavioral health federal block grants by integrating the Substance Abuse Prevention and Treatment Block Grant (SABG) into the existing CPC, as outlined in [Behavioral Health Information Notice 20-026](#) (May 15, 2020).

The Contract amendment must be signed by the Contractor's appropriate designee, and **returned to DHCS by close of business February 10, 2021**.

PLEASE NOTE: Failure to return an executed version of this contract to DHCS by the deadline may result in your county not having a legal agreement with DHCS to receive SABG funds for State Fiscal Year 2020-21 (July 1, 2020 through June 30, 2021).

PLEASE NOTE: Do not alter any document within the Contract amendment package in any way. Altering, editing, or otherwise changing any document will result in voiding the Contract amendment and will cause significant delays in processing your amendment. As noted above, this may jeopardize your county's ability to fully execute a legal agreement with DHCS to receive SABG funds.

Please contact us immediately if you anticipate any delays in returning an executed contract, or if you believe your Contract amendment requires any alteration.

The requirements for processing the enclosed multi-year Contract include the following:

Obtain a resolution, approved board minutes, order, motion, or ordinance from your County Board of Supervisors, which specifically approves and authorizes execution of this Contract. It is imperative that the individual signing the STD 213's signature page is the same person/title that appears on the Board of Supervisors resolution/minute

order. Contract STD 213s with mismatched signors will have to be re-signed and resubmitted.

Return **two (2) copies** of each of the following exhibits:

Performance Contract (Exhibits A A1, B A1)

STD 213; signature and date are necessary on both originals (**NO whiteout/whiteout tape, NO stamped signatures – must be original inked copies**).

Signed Contractor Certification Clause CCC 04/2017; complete all fields. **The Contractor name must match the Contractor name on the STD 213.**

Please return all completed and signed documents to:

Regular Mail	Overnight Mail
Department of Health Care Services Program Policy Unit ATTN: Nancy Shinn P.O. Box 997413, MS 2624 Sacramento, CA 95899-7413	Department of Health Care Services Program Policy Unit ATTN: Nancy Shinn 1500 Capitol Avenue, MS 2624 Sacramento, CA 95814

Please retain a copy of the signed Standard Agreement, and the documents as outlined in the Standard Agreement (copies enclosed) as a temporary record until such time you receive a copy of the executed Contract.

Upon DHCS's receipt of the signed Standard Agreement and authority documentation (including all enclosed exhibits), the Contract will be processed and an original signed copy will be returned for your records with all related Contractual documents.

If you have any questions, please email me directly at Nancy.Shinn@dhcs.ca.gov.

Thank You,

Nancy Shinn

Program Policy Unit, AGPA
Federal Grants Section
Community Services Division
Department of Health Care Services
Phone: 916-713-8554
Nancy.Shinn@dhcs.ca.gov

Confidentiality Notice: This communication, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and/or legally privileged information. Any unauthorized review, use, disclosure, interception, and/or distribution of this message and/or any attachments, is strictly prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient(s), please immediately contact the sender and kindly destroy all copies of the original communication as well as any attachments. Thank you in advance for your cooperation.



San Francisco Department of Public Health

Grant Colfax, MD
Director of Health

City and County of San Francisco
London N. Breed
Mayor

December 4, 2020

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

Dear Ms. Calvillo:

Attached please find the proposed resolution for the Board of Supervisors approval, which retroactively authorizes the Department of Public Health, Behavioral Health Services, to enter into Performance Contract No. 18-95270 with the California Department of Health Care Services for the term of July 1, 2018 through June 30, 2021.

The California Department of Health Care Services (DHCS) administers the Mental Health Services Act (MHSA), Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP). The Department of Public Health, Behavioral Health Services (DPH-BHS) operates the aforementioned programs for San Francisco County through the San Francisco Mental Health Plan. The Performance Contract sets forth conditions and requirements, such as compliance and reporting standards, to receive funding for these programs. Examples of compliance and reporting standards include, but are not limited to, expenditure requirements, minimum service standards, beneficiary protections, and fiscal and service reporting requirements. The Performance Contract only includes performance requirements and does not have funding attached to it, as the Board of Supervisors has already approved the budget components for these programs during the annual City budget process.

DPH requests retroactive approval for the County Performance Contract amendment which was received by DPH-BHS on November 18, 2020, which is after the contract start date of July 1, 2018. The amendment continues DHCS efforts in streamlining the contracting process for behavioral health federal block grants by integrating the Substance Abuse Prevention and Treatment Block Grant into the existing Performance Contract as outlined in Behavioral Health Information Notice 20-026.

The following is a list of accompanying documents:

- San Francisco Performance Contract Agreement No. 18-95270 and exhibits
- San Francisco Contract 18-95270 Contractor Certification Clause
- Behavioral Health Information Notice 20-026

The following person may be contacted regarding this matter:

Marlo Simmons, MPH Acting Director of Behavioral Health Services
Marlo.Simmons@sfdph.org

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Grant Colfax".

Grant Colfax, MD
Director of Health

From: [Lindsay, Claire \(DPH\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Simmons, Marlo \(DPH\)](#); [Minioza, Kathleen \(DPH\)](#); [Patil, Sneha \(DPH\)](#)
Subject: Legislation Introduction - DPH - Performance Contract Agreement – California Department of Health Care Services – County of San Francisco – Mental Health Services Act and Various Programs
Date: Monday, December 28, 2020 11:42:19 AM
Attachments: [A01 - Exhibit A A1 - Performance - San Francisco -18-95270 A01.pdf](#)
[A01 - Exhibit B A1 - Performance - FY 2018-21 - San Francisco -18-95270 A01.pdf](#)
[A01 - STD 213A - Performance - San Francisco -18-95270 A01.pdf](#)
[A01 - CCC 042017 - Performance - San Francisco -18-95270 A01.pdf](#)
[Cover Letter Amended Performance Agreement Final.pdf](#)
[BH-IN-20-026-SABG-County-Application.pdf](#)
[Amended Resolution Performance Contract Agreement FY 18-21.doc](#)

Hello,

Attached you will find the required documents for legislation introduction. The resolution retroactively authorizing the County of San Francisco, Department of Public Health, to enter into Performance Contract No. 18-95270, with the California Department of Health Care Services.

I've listed the following attachments below:

1. **Legislation Cover Letter, signed** (attachment file name: *Cover Letter_Amended Performance Agreement_Final*)
2. **Word Version of Legislation** (attachment file name: *Amended Resolution_Performance Contract Agreement FY 18-21*)
3. **San Francisco Performance Contract Agreement No. 18-95270 and Exhibits A A1, B A1** (attachment file names: *A01 - STD 213A - Performance - San Francisco -18-95270 A01*, *A01 - Exhibit A A1 - Performance - San Francisco -18-95270 A01*, *A01 - Exhibit B A1 - Performance - FY 2018-21 - San Francisco -18-95270 A01*)
4. **San Francisco Contract 18-95270 Contractor Certification Clause** (attachment file name: *A01 - CCC 042017 - Performance - San Francisco -18-95270 A01*)
5. **Behavioral Health Information Notice 20-026** (attachment file name: *BH-IN-20-026-SABG-County-Application*)

Please contact Marlo Simmons (Marlo.Simmons@sfdph.org) and Kathleen Minioza (Kathleen.Minioza@sfdph.org) should you have any questions or need clarification on any of the attached files.

Thank you,
Claire

Claire Lindsay, MPH

Senior Health Program Planner | Office of Policy and Planning
San Francisco Department of Public Health
claire.lindsay@sfdph.org | desk: 415-554-2667 | mobile: 831-239-1094