

File No. 240286

Committee Item No. 9

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date April 24, 2024

Board of Supervisors Meeting Date _____

Cmte Board

- Motion
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OTHER (Use back side if additional space is needed)

- Original Agreement 7/1/2017
- Amendment No. 1 7/1/2022
- Amendment No. 2 6/1/2023
- Board Resolution No. 292-23 6/7/2023
- DPH Presentation 4/24/2024
- _____
- _____
- _____
- _____

Completed by: Brent Jalipa Date April 19, 2024

Completed by: Brent Jalipa Date _____

1 [Contract Amendment - Bayview Hunters Point Foundation - Substance Use Disorder
2 Services - Not to Exceed \$19,496,043]

3 **Resolution approving Amendment No. 3 to the agreement between Bayview Hunters**
4 **Point Foundation and the Department of Public Health (DPH), for substance use**
5 **disorder services; to increase the agreement by \$7,896,043 for a total amount not to**
6 **exceed \$19,496,043; to extend the term by three years, from June 30, 2024, for a total**
7 **agreement term of July 1, 2017, through June 30, 2027; and to authorize DPH to enter**
8 **into amendments or modifications to the contract prior to its final execution by all**
9 **parties that do not materially increase the obligations or liabilities to the City and are**
10 **necessary to effectuate the purposes of the contract or this Resolution.**

11
12 WHEREAS, The Department of Public Health (DPH), selected Bayview Hunters Point
13 Foundation (Bayview) through a Request for Proposals process, RFP 26-2016, issued on
14 September 27, 2016, to provide opiate/narcotic treatment and support to San Francisco
15 residents, including incarcerated adult males, females and transgender heroin users who are
16 unable to cease the use of heroin without medical assistance, with a special focus on the
17 African American population primarily residing in the Southeast sector of Bayview and
18 Sunnydale; and

19 WHEREAS, DPH entered into an original agreement with Bayview on July 1, 2017,
20 with the term of July 1, 2017, through June 30, 2022, in an amount not to exceed \$8,123,500;
21 and

22 WHEREAS, DPH amended the agreement between DPH and Bayview on July 1, 2022,
23 to extend the term for one year from June 30, 2022, through June 30, 2023, adding
24 \$1,396,972, for an amount not to exceed \$9,520,472; and

1 WHEREAS, DPH amended the agreement between DPH and Bayview on June 1,
2 2023, to extend the term for one year from June 30, 2023, through June 30, 2024, adding
3 \$2,079,528, for an amount not to exceed \$11,600,000; and

4 WHEREAS, DPH wishes to amend the agreement to continue providing opiate/narcotic
5 treatment and support to San Francisco residents, including incarcerated adult males, females
6 and transgender heroin users who are unable to cease the use of heroin without medical
7 assistance, with a special focus on the African American population primarily residing in the
8 Southeast sector of Bayview and Sunnydale, by extending the term by three years, from June
9 30, 2024, through June 30, 2027, increasing the contract by \$7,896,043 for a total contract
10 amount not to exceed \$19,496,043 and for a total agreement term of July 1, 2017, through
11 June 30, 2027; now, therefore, be it

12 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public
13 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the
14 City and County of San Francisco, to execute Amendment No. 3 to the agreement with
15 Bayview Hunters Point Foundation to provide opiate/narcotic treatment and support to San
16 Francisco residents, including incarcerated adult males, females and transgender heroin
17 users who are unable to cease the use of heroin without medical assistance, with a special
18 focus on the African American population primarily residing in the Southeast sector of
19 Bayview and Sunnydale, increasing the contract by \$7,896,043 for a total contract amount not
20 to exceed \$19,496,043 and for a total agreement term of July 1, 2017, through June 30, 2027;
21 and, be it

22 FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of
23 Public Health to enter into any amendments or modifications to the contract, prior to its final
24 execution by all parties, that the Department determines, in consultation with the City
25 Attorney, are in the best interests of the City, do not otherwise materially increase the

1 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of
2 the contract, and are in compliance with all applicable laws; and, be it

3 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed
4 by all parties, the Director of Health and/or the Director of the Office of Contract
5 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for inclusion
6 into the official File No. 240286.

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8 RECOMMENDED

9 _____ /s/

10 Dr. Grant Colfax

11 Director of Health

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<p>Item 9 File 24-0286</p>	<p>Department: Department of 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 third amendment to DPH’s contract agreement with the Bayview Hunters Point Foundation (BVHPF) for opioid treatment services. The proposed amendment extends the contract term from June 2024 to June 2027 and increases the not to exceed amount from \$11,600,000 to \$19,496,043, an increase of \$7,896,043. 	
<p style="text-align: center;">Key Points</p>	
<ul style="list-style-type: none"> The proposed contract agreement would continue to fund two opioid treatment services: (1) methadone maintenance and (2) jail methadone maintenance. Due to current regulations, BVHPF is not able to start new jail patients on methadone who are not already enrolled in an Opioid Treatment Program, which can limit BVHPF’s service delivery. 	
<p style="text-align: center;">Fiscal Impact</p>	
<ul style="list-style-type: none"> The contract budget is funded by federal sources (37 percent), state sources (20 percent), and local General Fund and Homeless Gross Receipts Tax funding (43 percent). 	
<p style="text-align: center;">Policy Consideration</p>	
<ul style="list-style-type: none"> The provider has not met key standards in the Citywide Fiscal and Compliance Monitoring process, including completing financial audits for FY 2021-22 and FY 2022-23. Program performance improved between FY 2021-22 and FY 2022-23, including the number of clients served, but neither program delivered the contracted units of service in either year. The provider’s ongoing financial challenges pose a risk to programming. However, DPH, HSH, and the Controller are meeting with the provider regularly and providing technical assistance. The Department of Public Health has not identified an alternate provider for these services. 	
<p style="text-align: center;">Recommendation</p>	
<ul style="list-style-type: none"> Approval of the proposed resolution is a policy matter for the Board of Supervisors. 	

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 Bayview Hunters Point Foundation

The Bayview Hunters Point Foundation (BHPF) provides mental health services, substance abuse treatment, preventative programs for youth, and other social services for residents of the Bayview and Hunters Point neighborhoods.

Substance Use Disorder Services Agreement

In July 2017, DPH entered into a contract with Bayview Hunters Point Foundation for opioid treatment services following a competitive solicitation process. The contract had an initial five-year term, from June 2017 to June 2022, with a five-year option to extend through June 2027. The original agreement's not to exceed amount of \$8,123,500 was budgeted for the initial five-year term. The contract was amended in December 2022 to extend the term through June 2023 and increase the not to exceed amount to \$9,520,472. The original agreement and first amendment did not require Board of Supervisors' approval because they were under \$10 million and 10 years.

In June 2023, the Board of Supervisors approved the second amendment to the agreement, increasing the not to exceed amount to \$11,600,000 and extending the term by one year through June 2024 (File 23-0478).

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the third amendment to DPH's contract agreement with the Bayview Hunters Point Foundation for opioid treatment services. The proposed amendment extends the contract term from June 2024 to June 2027 and increases the not to exceed amount from \$11,600,000 to \$19,496,043, an increase of \$7,896,043.

Services Provided

The proposed contract agreement would continue to fund two opioid treatment services: (1) methadone maintenance and (2) jail methadone, which are described below.

- **Methadone Maintenance:** This program provides daily methadone dosing, prescription buprenorphine, medication-assisted treatment for alcohol dependence, and related case management. Services are provided at the Bayview Hunters Point Foundation at 1625 Carroll Avenue. (165 clients per year).

- **Jail Methadone:** The program methadone for people who are incarcerated and require detoxification or methadone maintenance to manage their opioid addiction. Services are provided in the City's jails. (66 clients per year).

Overall, the proposed contract agreement's scope of services would be budgeted at 231 clients per year across both programs. Funding includes 14.27 FTE staff.

The proposed third amendment updates the scope of services for both programs to include: (a) a "Continuity Plan for Jail Dosing" to ensure that daily dosing services are not interrupted in the event of staffing shortages or emergencies; and (b) descriptions of the roles of the Director of Behavioral Health Services and the SUDS Medical Director and plans for assigning other staff to these roles in an interim capacity in the event of short term absences, long term absences, and permanent exits.

The BHS Deputy Director of Substance Use Services, Dr. Christy Soran, advised that BVHPF provides an essential service for existing individuals on methadone when they are incarcerated. The SF Jail cannot provide this service directly because to administer methadone a program must be a certified Opioid Treatment Program (OTP) and the jail is not. Therefore, BHS relies on BVHPF to ensure people continue to have access to their methadone dose while in jail by coordinating with their regular methadone clinic through a process called "guest dosing." Without access to guest dosing, individuals would experience severe opioid withdrawal symptoms and be at heightened risk of overdose death after leaving incarceration. Due to current regulations, BVHPF is not able to start new jail patients on methadone who are not already enrolled in an Opioid Treatment Program, which can limit BVHPF's service delivery. SFDPH is exploring regulatory options for being able to start people with Opioid Use Disorder on methadone while in jail.

Performance Monitoring

We reviewed FY 2022-23 and FY 2021-22 monitoring reports for the two programs as well as updated information from DPH. In FY 2022-23, the programs overall rating was three out of four which is coded as "Acceptable/Meets Standards". This reflects an improvement from FY 2021-22 monitoring reports, which gave an overall rating of two out of four (Improvement Needed/Below Standards) to the Methadone Maintenance program and an overall rating of one out of four (Unacceptable) to the Jail Methadone program.¹ In FY 2022-23, each program served more clients than budgeted, however the Methadone program provided 50 percent of budgeted units of service and the jail dosing program provided 16 percent of budgeted units of service.

DPH monitoring notes that the programs experienced an "almost complete turnover of staff" and were still recovering from the COVID-19 pandemic. However, as of March 25, 2024, BVHP reported to DPH that they were fully staffed for this program and have filled all executive level

¹ According to DPH staff the two programs were combined into a single monitoring report in FY 2022-23 because Jail Dosing reflects only 20 percent of the total budget, referrals to Jail Dosing are limited to only patients who are already Methadone clients, so BVHPF is limited in their ability to increase Jail Dosing to ensure that they meet their budgeted target, and combining programs allows for a comprehensive view of OTP services provided by the contractor.

vacancies. The report also notes that the programs improved compliance with personnel file requirements and made progress in addressing documentation deficiencies and meeting training requirements. The report includes a plan of action for the contractor to improve compliance with personnel file requirements, including entering all activities into Avatar, and training requirements.

Fiscal and Compliance Monitoring

Bayview Hunters Point Foundation was one of two non-profits on “elevated concern” status in the Controller’s Citywide Nonprofit Monitoring and Capacity Building Program Report FY 2021-22 and FY 2022-23. The Controller’s Office and the funding departments (DPH and HSH) are meeting regularly with agency leadership to track progress towards meeting corrective action goals. As of April 2024, DPH has determined that the agency has made progress in its financial condition including implementing effective policies and procedures but still considers the organization “high risk” requiring close monitoring due to its financial condition, including the inability to produce financial statements for FY 2021-22 and FY 2022-23.²

FISCAL IMPACT

Exhibit 1 below shows the FY 2023-24 budgeted costs for the two grant-funded programs. The proposed amendment increases costs by five percent annually over the three-year extension period.

Exhibit 1: FY 2023-24 Program Budget

	Methadone Maintenance	Jail Methadone	Total
Salaries & Benefits	\$1,205,989	\$165,312	\$1,371,301
Operating Expenses	312,239	171,942	484,181
Indirect Expenses (15%)	227,734	50,588	278,322
Total	1,745,962	387,842	2,133,804

Source: DPH

Exhibit 2 below shows the build up to the resolution’s not to exceed amount.

Exhibit 2: Grant Agreement Not to Exceed Amount

Projected Spending Through June 2024	\$11,367,466
Projected Spending Through June 2027	7,029,036
Contingency (15.6%)	1,099,541
Not To Exceed Amount	\$19,496,043

Source: DPH

² As part of its assessment, DPH reviewed unaudited financial information from FY 2021-22 and FY 2022-23. Fiscal and compliance monitoring for FY 2023-24 is currently in progress.

Funding Sources

The contract budget is funded by federal sources (37 percent), state sources (20 percent), and local General Fund and Homeless Gross Receipts Tax funding (43 percent).

POLICY CONSIDERATION

The provider has not met key standards in the Citywide Fiscal and Compliance Monitoring process, including completing financial audits for FY 2021-22 and FY 2022-23. Program performance improved between FY 2021-22 and FY 2022-23, including the number of clients served, but neither program delivered the contracted units of services in either year.

The provider's ongoing financial challenges pose a risk to programming. However, DPH, HSH, and the Controller are meeting with the provider regularly and providing technical assistance. The Department of Public Health has identified no alternate provider for these services.

RECOMMENDATION

Approval of the proposed resolution is a policy matter for the Board of Supervisors.

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

Third Amendment

THIS **THIRD** AMENDMENT (“Amendment”) is made as of March 1st 2024, in San Francisco, California, by and between **Bayview Hunters Point Foundation** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

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

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because of federal funds 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 12/16/19 from the Civil Service Commission on behalf of the Civil Service Commission under PSC number 48652-16/17 which authorizes the award of multiple agreements, the total value of which cannot exceed \$175,800,000 and the individual duration of which cannot exceed 10 years; 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 07/01/17 and ending 06/30/26; 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 an elected officer of the City; 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 07/01/17 between Contractor and City, as amended by the:

First Amendment dated 07/01/22, and
Second Amendment dated 06/01/23, and
Third Amendment dated 01/01/24

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 of Scope to the Agreement

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

2.1 The term of this Agreement shall commence on July 1, 2017 and expire on June 30, 2024, unless earlier terminated as otherwise provided herein.

The City has 1 option to renew the Agreement for a period of 3 years. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

Option 1: 7/1/24-6/30/27

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

2.1 The term of this Agreement shall commence on July 1, 2017, and expire on June 30, 2027, unless earlier terminated as otherwise provided herein.

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

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the 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 **Eleven Million Six Hundred Thousand Dollars (\$11,600,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. 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 **Nineteen Million Four Hundred Ninety-Six Thousand Forty-Three Dollars (\$19,496,043)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

- 2.6 **Appendices A-1 and A-2.** Appendices A-1 and A-2 are hereby replaced in its entirety by Appendices A-1 and A-2 (for FY23-24), attached to this Amendment and fully incorporated within the Agreement.
- 2.7 **Appendix B.** Appendix B is hereby replaced in its entirety by Appendix B (For FY 23-24), attached to this Amendment and fully incorporated within the Agreement.
- 2.8 **Appendices B-1 and B-2.** Appendices B-1 and B-2 are hereby replaced in its entirety by Appendices B-1 and B-2 (for FY23-24), attached to this Amendment and fully incorporated within the Agreement.
- 2.9 **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.
- 2.10 **Appendix E.** Appendix E is hereby replaced in its entirety by Appendix E Dated: OCPA & CAT v1/10/2024, and Attestation forms 06-07-2017, and Protected Information Destruction Order Purge Certification 01-10-2024, attached to this Amendment and incorporated within the Agreement.

Article 3 Updates of Standard Terms to the Agreement

3.1 Section 13.3 of the Agreement is replaced in its entirety to read as follows:

13.3 **Business Associate Agreement.** The parties acknowledge that City is a Covered Entity as defined in the Health 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) (1-10-2024)
 1. SFDPH Attachment 1 Privacy Attestation (06-07-2017)
 2. SFDPH Attachment 2 Data Security Attestation (06-07-2017)
 3. SFDPH Attachment 3 Protected Information Destruction Order Purge Certification (01-10-2024)

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.

The Agreement is hereby modified as follows:

- 3.2 **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.

3.3 **Section 4.2 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

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:

Grant Colfax, MD
Director of Health
Department of Public Health

CONTRACTOR

Bayview Hunters Point Foundation



James Bouquin
Executive Director

City Supplier number: 0000024522

Approved as to Form:

David Chiu
City Attorney

By: _____
Charles L. Bruce
Deputy City Attorney

Approved:

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

By: _____

Contractor Name: Bayview Hunters Point Foundation (BVHPF)
Program Name: Methadone Maintenance

Appendix A-1
Funding Term: 07/01/23 – 06/30/24
Funding Source: SUD DMC FFP,
SUD State DMC, SUD County GF,
BH MC County Prop C

1. Identifiers:

Bayview Hunters Point Foundation (BVHPF)
Program Name: Jail Methadone Courtesy Dosing
1625 Carroll Street, San Francisco, CA 94124
Phone. (415) 822-8200
Fax: (415) 822-6822
www.bayviewci.org

Program Director: Eric A. Lee
(415) 468-5103
eric.lee@bayviewci.org

Program Code(s): 38164 & 3816OP

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

To support clients in the development of a productive and independent life through the provision of appropriate medical, psychological, and case management treatment services to improve clients' quality of life and support successful rehabilitation.

4. Priority Population:

San Francisco residents 18 and over with substance use disorders or at-risk for addiction to heroin and suffer from its attendant mental health and physical health disorders, who are unable to cease the use of heroin without medical assistance. While Bayview Hunters Point Foundation (BVHPF) welcomes and services all ethnicities and populations from all communities throughout San Francisco, services are also designed to meet the cultural and linguistic needs of the African American and Latino populations primarily residing in the Southeast sector of Bayview Hunters Point and Sunnydale communities of San Francisco.

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

Please see Appendix B-1 CRDC.

Contractor Name: Bayview Hunters Point Foundation (BVHPF)

Program Name: Methadone Maintenance

Appendix A-1

Funding Term: 07/01/23 – 06/30/24

Funding Source: SUD DMC FFP,
SUD State DMC, SUD County GF,
BH MC County Prop C

6. Methodology:

Program Description/Philosophy:

Substance Use Disorder Services embraces the San Francisco Department of Public Health's principles of Harm Reduction and Cultural Competency to provide the highest quality treatment services for clients.

BVHPF operates an Opioid Treatment Program (OTP) model (formerly called Narcotic Treatment Program of NTP) that directly administers methadone medication daily. We meet federal admission, discharge, and continued service criteria under 42 CFR 8.12 and California law. The OTP has previously focused on methadone maintenance to address opioid addiction. To reflect new substance, use disorder treatment services requirements under the Drug Medi-Cal Organized Delivery System (DMC-ODS) pilot, BVHPF proposes to add an Office-Based Opioid Treatment (OBOT) component with enhanced ambulatory addiction treatment services for patients with an opioid and/or alcohol use disorder, with a focus on the provision of Medications for Addiction Treatment (MAT). The program will utilize several new therapies available to meet various levels of needs (including buprenorphine, suboxone, naloxone and disulfiram). BVHPF will also extend MAT therapy to patients who are solely trying to address addiction to alcohol.

Each client entering the Methadone Maintenance Program receives an intake assessment, ASAM multidimensional assessment, medical examination, and a mental health status examination. A small percentage of clients are on a detoxification regimen designed to facilitate their transition to methadone maintenance treatment. Additionally, clients participate with counselors in developing and regularly reviewing their individualized treatment plans (every quarter), which identify quantifiable quarterly and annual goals. In the ongoing phases of treatment, clients are required to participate in individual counseling sessions. Support groups, structured educational experiences, and recovery activities are available on a voluntary basis for interested clients. All clients will come to the clinic daily for their methadone dosing except in pandemics, epidemics, and other unforeseen crisis phenomenon which in such cases guidelines by SFDPH and/or the CDC will be adhered to as directed. All clients will have access to mental health therapy provided by the Bayview Hunters Point Foundation Mental Health Department. Staff from both programs will hold regular case conferences to determine clients' needs, the best methodology for psychological support towards recovery and monitor client progress.

In response to many inquiries from community members, residents, and phone calls from other providers, community partners, walk-ins etc. expressing the need for services to those with drug and alcohol addictions, the Bayview Hunters Point Foundation Methadone Maintenance Program has expanded our services to offer Outpatient Substance Use Disorder Treatment onsite at "The Ernest Mitchell Jr. Outpatient Services".

The Ernest Mitchell Jr. Outpatient Services Program provides Outpatient services to individuals with drug and alcohol addictions (alcohol, cocaine, methamphetamine, etc.) All clients enrolled in The Ernest Mitchell Jr. Outpatient services are assessed for a Substance

Contractor Name: Bayview Hunters Point Foundation (BVHPF)

Program Name: Methadone Maintenance

Appendix A-1

Funding Term: 07/01/23 – 06/30/24

Funding Source: SUD DMC FFP,
SUD State DMC, SUD County GF,
BH MC County Prop C

Use Disorder Diagnosis to determine medical necessity using the Diagnostic and Statistical Manual of Mental Disorders “DSM-V.”

Outreach and referral priority is for Jelani Family Step-Down Program, Bayview Hunters Point Foundation Behavioral Health Services, Bayview SAFE Navigation Center, Bayshore Navigation Center, Bayview Hill Gardens, The Arlington Hotel, and any of the Foundation’s departments providing services servicing individual adults.

Outreach services to other community partners include United Council of Human Services, Bayview Senior Services, Southeast Health Clinic, Third Street Clinic, Drug Court, San Francisco Sheriff Department, and collaboration with all partners in the Bayview community at large. We will also accept self-referrals. Each Outpatient client enrolled in the program will receive an intake assessment and health screening. Clients will be assigned a counselor to develop individualized treatment plans. The development and review of the treatment plan will allow clients to establish goals with their counselor to address needs and barriers towards recovery and maintaining sobriety. Outpatient clients will participate in individual counseling as part of the treatment plan. BVHPF SUDS will encourage clients to engage in additional outside support groups, structured educational projects, and recovery activities i.e. (Narcotics Anonymous, Alcoholics Anonymous, Harm Reduction, and SMART Recovery).

Additional Medications for Addiction Treatment (MAT):

- Antabuse-Disulfiram (for Alcohol Use Disorder)
- Naloxone (Narcan)
- Naltrexone

Buprenorphine/Naloxone-Combo MAT services will include:

- Orientation appointment in which induction procedures are reviewed
- Preliminary evaluation is completed
- Baseline lab work is drawn at this visit (physical)
- Consent forms are reviewed and signed
- 2nd appointment for client presents in withdrawal to begin induction

Buprenorphine and other therapies will be available on-site for clients.

Admission Criteria:

Clients seeking admission for Methadone Maintenance treatment must meet the following minimum criteria, which is entered in their individual treatment records upon acceptance into the program:

- Confirmed and documented history of at least two years of addiction to opiates on eligibility/intake paperwork (completed within the same session) and documented on forms in the eligibility packet. Confirmation can include self-reports, medical history, and physical examinations.

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-Confirmed history of two or more unsuccessful attempts in withdrawal treatment with subsequent relapse to illicit opiate use. Confirmation can include self-reports, medical history, and physical examinations.

-A minimum age of 18 year

-Certification by the physician of fitness for replacement narcotic therapy based upon physical examination, medical history, and indicated laboratory findings

-Evidence of observed signs of physical dependence

Clients seeking admission to the Outpatient Treatment Services, must meet the following minimum criteria, which will also be entered in their individual treatment records upon acceptance into the program:

- Identified primary alcohol, cocaine, methamphetamine, and other drug-related problems.
- Demonstrated willingness to participate in ongoing counseling services and program activities.
- A minimum age of 18 years

Intended and Average Length of Stay:

The intended length of stay for new clients admitted to the Methadone Maintenance Program is two (2) years. The current average length of stay is (3+) years. The goal is to taper the client off methadone as the client makes progress towards recovery. However, clients in consultation with his/her counselor, therapist, and physician, may choose to remain on methadone if the methadone benefits the clients. Extended treatment can be provided based upon approved treatment plans and client involvement.

The intended length of stay for new clients admitted to the Outpatient Program will be 12 months. The average length of stay will be six months. The 12-month length of stay projection for Outpatient clients is based on the anticipated client need and treatment planning. If it is established between the client and counselor that additional time is needed before discharge, the program will review and modify treatment accordingly. Extended treatment will be provided based on approved treatment plans and client involvement.

Criteria for Successful Participation:

1. Continued presence at the clinic for daily dosing and counseling sessions with primary counselor
2. Adherence to self-developed treatment goals
3. Adherence to daily presence at clinic for dosing and counseling sessions

Criteria for Successful Completion:

Successful completion of the program is on a continuum. It begins at the start of treatment and is recognized by the adherence to daily visits to the clinic and progresses to a client who is clean and sober, who no longer needs methadone treatment to remain heroin-free and who could be, based on client objectives, employable, connected to family, remaining arrest-free and with no

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visits to the Emergency Department at the hospital for substance use sickness or injury. The program uses client established treatment plan goals to define the place on the continuum where the client starts and ends.

Clients enrolled in The Ernest Mitchell Jr. Outpatient Services, will be screened for non-use of alcohol, cocaine, methamphetamine, and other drugs for at least six months. There must be regular and active participation in the therapeutic milieu of the program.

With the regular and active participation in the therapeutic milieu, the client(s) will have demonstrated a behavioral change and have an increased role of responsibility and leadership in treatment.

Strategies:

The Methadone Maintenance Program's Administrative Staff manages a list of interested persons who are awaiting methadone maintenance services. The Medical Director and Management Team have responsibility for holding regularly scheduled group supervision sessions with the counseling staff. The dual purpose of these sessions is to both oversee the counseling staff's ongoing clinical work and to provide them with in-service training to help develop skills for the continued operation of a client-directed and rehabilitation-oriented therapeutic milieu.

This milieu program will include the following levels of client participation:

- Intake and orientation
- Program operation
- Transition
- Aftercare

Upon admission, the client works directly with his/her primary counselor to develop and complete an initial needs assessment and treatment plan. These documents become effective when the client's primary counselor signs them.

The Ernest Mitchell Jr. Outpatient Services will work in conjunction with the Methadone Maintenance Program to create a treatment milieu utilizing a bio-psychosocial therapeutic treatment approach. As the client directed treatment milieu evolves, clients in the Outpatient Services who are interested in furthering their recovery goals will be incorporated into ongoing program activities. This client directed treatment milieu will utilize a harm reduction philosophy from a culturally competent perspective and will include the following levels of client participation:

- Assessment and Intake
- Program Orientation
- Treatment Process
- Counseling Services
- Community Socialization

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- Discharge Planning/Aftercare

The levels of participation in the Outpatient Treatment program will allow clients to develop the necessary skills to identify triggers for relapse, develop coping skills to combat triggers and build a support network to maintain sobriety. This will allow clients the ability to function productively in the community. Clients will be required to carry out a basic level of mandatory responsibility beginning early in their treatment within the program i.e., intake and orientation. Once clients successfully complete the intake and orientation level, they will begin the treatment process. The treatment process will consist of the development of an individualized treatment plan, individual and group counseling, establishing support groups and other activities. The graduation level will coincide with the treatment level once clients demonstrate the ability to maintain sobriety i.e., behavior change "impulsivity", increased engagement with services, finding or maintaining housing, and finding or maintaining employment. These demonstrations will have earned the right to a successful discharge from the Outpatient Treatment Program.

The aftercare level will consist of providing the clients with case management services for continuity of care. This will allow the clients to continue to be linked to services in the community. The program will be structured to reward clients to reinforce positive behaviors; personal growth being displayed increases continued successful functioning in the levels of participation.

The structure of the program will be an ongoing continuum of counseling services, skills building activities and other weekly services. The program structure will consist of a mixture of various counseling and treatment planning interventions along with a mix of educational, pre-vocational and artistic activities. The focus of these activities and interventions will be on assisting the clients in meeting the goals of their treatment plans, increasing their level of self-esteem, and increasing their ability to function productively in the community. It is projected that within 15 calendar days from the client's admission to the program, he or she will work directly with a counselor.

Needs Assessment:

The needs assessment process for all Methadone Maintenance and Outpatient Services clients includes:

- a. A summary of the client's psychological and sociological background, including specific educational and vocational experiences, skills (technical, vocational, artistic, etc.) and interests.

The client's strengths, needs, abilities, and preferences which are documented in the client's own words:

- a. An assessment of the client's needs for:
- b. Dental, Vision, Health, Mental Health, and Complimentary Care
- c. HIV, Hepatitis C and Sexually Transmitted Disease/Infectious Disease screening (Opt-out)

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- d. Educational, economic, and legal services
- e. Vocational habilitation and or rehabilitation

Treatment Plan:

- a. Quantifiable short-term (requires 90 days or less to achieve) and long-term (requires over 90 days to achieve) goals to be achieved by the client that are based on identified needs with estimated target dates for their attainment.
- b. Specific behavioral tasks the client must accomplish to achieve each treatment plan goal within the time period of the estimated target dates.
- c. A description of the type, purpose and frequency of counseling and program activities the client will be participating in
- d. Clients' Primary Counselors will formally evaluate and update the needs assessments and treatment plans every three months (or sooner if indicated) from the date of clients' signed admission to the program.

The Assistant Director will review all initial and updated treatment plans and needs assessments within 14 calendar days from the effective dates of the plans. Upon the final review of the plan of care the Medical Director/ LPHA will verify findings and sign individual plans where it is deemed clinically or medically appropriate.

Outreach:

The Methadone Maintenance and Outpatient Services outreach efforts are spread throughout the city and county of San Francisco. The primary outreach relationships have been developed with BVHPF, Jelani Family Residential Step-Down Program, Navigation Centers, (Bayview SAFE, Bayshore SAFE, Bayview Hills Garden, United Council, (HOPE SF Alice Griffith Housing Development, Phoenix Project), Project Homeless Connect, Southeast Health Center, and The George Davis Senior Services.

Discharge Criteria for Non-Compliance:

If a client(s) has fourteen (14) consecutive days of no shows for dosing and make threats or display acts of violence against staff or other clients could be grounds for termination. Clients are informed and have the right to access the grievance process if they feel the decision to discharge is unfair.

Schedule:

The schedule for Methadone Maintenance daily dosing is as follows:

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DAYS	TIMES
Monday – Friday	6:15 a.m. – 12:00 p.m.
Saturday – Sunday	7:00 a.m. – 11:00 a.m.
Holidays	6:15 a.m. – 10:00 a.m.

The Outpatient Schedule of Services are as follows:

DAYS	TIMES
Monday – Friday	8:00 a.m. – 4:00 p.m.

Step 1: Overview: Continuity Plan for Jail Dosing to ensure uninterrupted jail daily dosing services during staff shortages or unexpected staff absences and/or in the event of a disaster or emergency. During such possible circumstances, Methadone Dosing provided to BVHPF patients onsite at SFGH, Ward 93 Opiate Outpatient Treatment Program (OTOP).

BVHPF patients will receive their daily dose of Methadone at SFGH, Ward 93 OTOP in accordance with Title 9 Guidelines for Courtesy Dosing. This will be accomplished per the following procedures.

Procedure:

- BVHPF clinic staff maintains current updates of patient ROIs on file to authorizing services between Ward 93 and BVHPF patients.
- Patient census: BVHPF will provide Ward 93 a patient list to include current maintenance, detox, and jail census.
- Identification of patients: BVHPF SUDS Administrative Manager or other identified staff during her absence will bring a current client call list. This excludes jail patients.
- Dosing Records: for each patient scheduled to be dosed there will be as follows:
 - Temporary (Courtesy) Dose Form completed
 - Client Medication Record to include:
 - Name, CBHS ID #
 - Dose
 - MD Signature
 - Medical Issues
 - Records will be in separate BVHPF Dosing Binder
- Dosing Orders: each Courtesy Dose Form and Client Medication Record will be signed by SFGH Ward 93 Physician.
- Dosing Site: BVHPF patients will be dosed at SFGH, Bldg. 90, Ward 93 in Rm 312. (If Ward 93 is not able to be accessed due to the critical event or disaster, BVHPF patients will be referred to the van parking lot per disaster plan for OTOP. This will be accessed as follows:
 - BVHPF patient will be checked in by a staff member from the BVHPF clinic.
 - Patient will proceed to the dosing window when called.
 - BVHPF staff person will be available at dosing window to assist in addition of patients. At the window, each client will be asked his/her name and birth date as a form of identification.

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- Patient will receive dose.
- Dosing Hours: BVHPF patient dosing hours will be 6:15am to 12:00 pm.
- Security: BVHPF will provide on-site at SFGH Ward 93 One (1) Security Guard during hours when BVHPF patients are being dosed.

Jail Services will be provided per holiday dosing schedule which is as follows:

BVHPF Jail Nurse will drop off dose and leave doses with the Charge Nurse at the SF County Jails per protocol.

Conducted as follows:

- Doses will be prepared per Physician's orders at Ward 93
- Doses will be delivered by a BVHPF Nurse escorted by a BVHPF Security Staff to the Jail Medical Services.
- Upon BVHPF clinic opening after the disaster and termination of courtesy dosing, copies of patient dosing records will be provided to BVHPF. This includes all dosing services including those delivered to Jail Medical Services.

Step 2: Daily Dosing Coverage Plan

- **Immediate Coverage:** If a staff call-out, the Nursing Supervisor is immediately notified and consults the call list to arrange for a backup staff member to cover the shift.
- **Nursing Assistant Unit Manager Steps In:** If a backup staff member cannot be secured on short notice, the Nursing Supervisor will step in to cover the dosing duties for that day.
- **Dispensing Nurse Unit Manager Coverage:** Should the Nursing Assistant Unit Manager be unavailable; the Dispensing Nurse Unit Manager will cover the shift. If both are unavailable, they will coordinate with the SUDS Director or Asst. SUDS Director.
- **The Medical Director/Dispensing Nurse Unit Manager and Dispensing Nurse Unit Asst. Manager, BHS Director/SUDS:** Should the Medical Director be unavailable, the Dispensing Nurse Unit Manager, Dispensing Nurse Unit Asst. Manager, the BHS Director or Asst. SUDS Director will notify Jail Health Service Nurses at (415) 995-1700 that they will be dropping off medication to 425 7th Street, San Francisco, CA 94103 and 1 Moreland Dr, San Bruno, CA 94066 at the secured check-in area to receive medications.
- **External Assistance In Emergency Situations:** - In emergency situations where staffing coverage cannot be secured internally, the SUDS Director or Medical Director may authorize the assistance of San Francisco General Hospital Ward 93 for dosing assistance via medication drop off to 425 7th Street, San Francisco, CA 94103 and 1 Moreland Dr, San Bruno, CA 94066 at the secured check-in area to receive medications as above described.

Step 3: Staffing and Responsibilities Overview

1. **Medical Director** is responsible for the medical direction of the clinic
2. **BHS Director is responsible for overseeing the management and operations the department**

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3. **SUDS Asst. Director** - Oversees the program's overall operation, ensuring compliance with regulations and quality of patient care. Contact for external agencies/partners
4. **Dispensing Nurse Unit Manager** - Oversees the entire dispensing unit, ensuring all nursing staff are adequately trained and protocols are followed.
5. **Dispensing Nurse Asst. Supervisor** - Assists the Dispensing Nurse Unit Manager in daily operations and acts as the primary point of contact in their absence.
6. **Backup Staff** - Identified and trained on call nursing staff members who can fill in when regular staff are unavailable.

Step 4: Regular Staffing Plan

- Ensure a roster of nursing staff is scheduled to cover all dosing hours, including weekends and holidays.
- Regularly review staffing levels and adjust schedules as needed to meet client demand.

Step 5: Training for Backup Staff

- Conduct comprehensive training for designated backup staff, ensuring they are familiar with dosing protocols, client management systems, and emergency procedures.
- Schedule regular refresher training sessions to keep backup staff updated on any changes.

Step 6: Implementation of a Call-Out Procedure

- A. **Maintain a clear procedure for staff** to report absences as early as possible, ideally with at least 24-hour notice.
- B. **Maintain a call list of backup staff** who can be contacted to cover shifts on short notice. Review call list quarterly for updates.
- C. **Cross-Training:** Ensure that multiple staff members are cross-trained in various roles to provide flexibility in covering shifts.
- D. **Communication:** - Jail Health Services Staff and BVHPF staff listed above are informed of any changes to dosing schedules, staff changes and procedures promptly via email and phone. Ensure staff review and update the relevant contact list quarterly.

Step 7: Review and Update the Plan Regularly

- **Schedule regular reviews** of the continuity plan, at least semi-annually, to identify any areas for improvement or updates needed due to staff changes or regulatory updates.
- **After any use of the plan**, conduct a debrief to gather feedback and make necessary adjustments.

This detailed continuity plan ensures that the Bayview Hunters Point Foundation's Jail Dosing Program can provide continuous care to its clients, even in the face of staffing challenges, by leveraging internal and external resources along with training effectively.

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Linkages:

Community resources are regularly utilized for Methadone Maintenance and Outpatient clients through our case management services. Additional resources are i.e., life skills classes, workforce development, mental health therapy, clinical case management and financial education. External linkages outside of BVHPF wrap around services include -Young Community Developers, Northern California Service League; San Francisco Homeless Connect; Bayview Mental Health Services, Westside Community Services, SF Department of Human Services.

Staffing:

The Methadone Maintenance and Outpatient Program's medical, clinical, and administrative staff ensures efficient and effective program operations and service delivery. All SUD Counselors are certified, certification eligible, and/or registered to meet the State of California requirements. Licenses for all Nurses and Physicians are required and monitored for good standing. Refer to Appendix B for further information on staffing.

Absences, Emergencies and Coverage of Behavioral Health Services (BHS) Director and, SUDS Medical Director to ensure continuity of care and efficient functioning of the Clinic
The purpose of this protocol is to outline procedures in the event of short-and- long-term absences and exits from BVHPF on behalf of the Behavioral Health Services (BHS) Director.

A.SUDS BHS Director Role Summary

The primary role of the Director of Behavioral Health Services (BHS) is to ensure the delivery of high quality, evidence-based care to individuals seeking treatment for mental health, substance use disorders and complex needs. The BHS Director works closely with and oversees a multidisciplinary teams of healthcare professionals, including psychiatrists, psychologists, clinicians, certified counselors, and case managers to deliver quantitative and qualitative care to patients.

The BHS Director also directly supervises the Assistant Director of SUDS and the Assistant Director of Mental Health and ensures the successful operation of the clinic. The BHS Director is the point of contact for external agencies that includes but not limited to collaborative partners, funders and city, county, state, and federal representatives.

I. Short Term Absences (Up to 3 weeks)

If the BHS Director is absent from the site for up to three (3) weeks or less, for reasons that include but not limited to vacation, sick leave, bereavement, FMLA, etc., the following procedure will be executed:

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- a) The Assistant Director of Mental Health and the Assistant Director of SUDS will serve as Interim Directors of each department. Oversight will be provided by the CMO.

II. Long Term Absences (Minimum 1 month or more)

If the BHS Director is absent from the site for one month or more for family, medical leave, etc., the BHS department will follow the protocol hereinafter.

- a) The Assistant Director of Mental Health and the Assistant Director of SUDS will serve as Interim Directors of each department. Oversight will be provided by the CMO

III. Permanent Exits from the BHS Department or BVHPF

If the BHS Director exits the department or BVHPF, the agency will follow the below outlined protocol.

- a) The Assistant Director of Mental Health and the Assistant Director of SUDS will serve as Interim Directors of each department. Oversight will be provided by the CMO. This procedure will be adhered to until the agency appoints another BHS Director to the open position.

B. SUDS Medical Director's Role Summary

The primary role of the SUDS Medical Director's role is to provide medical direction to the OMM Outpatient Clinic. The Medical Director works closely with multidisciplinary teams including but not limited to certified counselors, clinicians, LVN dispensing nurses, nurse practitioners, psychologists, psychiatrist, and other healthcare professionals to deliver high quality, medical services to patients seeking treatment for substance use disorders, mental health challenges and other complex needs.

The SUDS Medical Director's also works closely with the BHS Director, Staff Psychiatrist(s), Assistant Director of SUDS and the Assistant Director of Mental Health and ensures the successful operation of the medical clinic. The Medical Director is the point of contact for external agencies that includes but not limited to collaborative partners, SFDPH and city, county, state, and federal representatives.

IV. Short Term Absences (Up to 3 weeks)

If the Medical Director is absent from the site for up to three (3) weeks or less, for reasons that include but not limited to vacation, sick leave, bereavement, FMLA, etc., the following procedure will be executed:

- a) The Medical Director (MD) and BHS Psychiatrist works closely together. In addition to the regular MD being on-call for emergency situations, the BHS Psychiatrist will serve as the Interim Medical Director of the OMM Outpatient clinic. Clinic staff will also adhere to protocol in place if medically sound. The BHS Director will provide oversight of the clinic.
- b) BVHPF has an allowance for a NP. If there is a NP onboard, the NP will serve as Interim Medical Director with direction from BHS Psychiatrist on staff.

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- c) In the event of an emergency, patients will be referred to our sister agency at San Francisco General SUDS clinic

V. Long Term Absences (Minimum 1 month or more)

When the BHS Director is absent from the site for one month or more for family, medical leave, etc., the BHS department will follow the protocol hereinafter.

- a) In the interim, the Medical Director (MD) and BHS Psychiatrist works closely together. In addition to the regular MD being on-call for emergency situations, the BHS Psychiatrist will serve as the Interim Medical Director of the OMM Outpatient clinic. Clinic staff will also adhere to protocol in place if medically sound. The BHS Director will provide oversight of the clinic.
- b) BVHPF has an allowance for a NP. If there is a NP onboard, the NP will serve as Interim Medical Director with direction from BHS Psychiatrist on staff. BVHPF has a partnership with locum tenens agency, Coker & Schofield that has been dependable in providing the agency Primary Care Physicians (PCP). BVHPF HR Dept. will request a temporary PCP from Coker & Schofield if needed for longer term absences.
- c) In the event of an emergency, the agency has a Memorandum of Understanding in place with our sister agency, San Francisco General Hospital, Ward 93 that have agreed to continue care of our clients in the event of the event of an emergency

VI. Permanent Exits from the BHS Department or BVHPF

If the BHS Director exits the department or BVHPF, the agency will follow the below outlined protocol.

- a) The interim BHS Psychiatrist works with the NP to serve as Interim Medical Director of the OMM Outpatient clinic. The BHS Director will provide oversight of the clinic.
- b) BVHPF has a partnership with a locum tenens agency that has been dependable in providing the agency Primary Care Physicians (PCP). BVHPF's HR Dept. will request a temporary PCP to serve as Interim MD. BVHPF HR Department will recruit another physician to serve as MD for the Outpatient clinic
- c) In the event of an emergency, the agency has a Memorandum of Understanding in place with our sister agency, San Francisco General Hospital, Ward 93 that have agreed to continue care of our clients during emergencies.

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 Adult and Older Adult Performance Objectives FY 23-24.”

8. Continuous Quality Improvement:

BVHPF Use Disorder - Narcotic Treatment Programs: Methadone Maintenance/Jail Dosing Programs /Outpatient Program CQI activities are designed to enhance, improve, and monitor quality of services.

- A. Our Program identifies areas of improvement through chart reviews and case conferences, which are conducted monthly. Avatar and Methasoft reports are also reviewed and reconciled on a monthly basis by the Medical Records Staff. Participants in the case conference meetings include the Medical Director, Staff Physician, Management, and Counselors.
- B. To ensure continuous monitoring, a list of contract performance objectives is provided to all staff. Outcomes are reviewed, analyzed, and reconciled for accuracy with the Avatar reports. An annual performance assessment and improvement plan is used to track outcomes of mandatory objectives and reviewed on a quarterly basis.
- C. Our Program monitors documentation quality by reviewing case files through periodic reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Community Behavior Health Services (BHS), with standards and practices defined by Department of Health Care Services (DHCS) and Commission of Accredited Rehabilitative Facilities (CARF). To ensure compliance with documentation of treatment plans, case notes and timely signatures, monthly chart reviews are conducted by Medical Records Staff and Counselors, then discussed with the Program Coordinator/Supervisor for follow-up issues.
- D. All staff participate in an annual documentation training provided internally and by Behavioral Health Services. Staff meetings are on a biweekly/monthly basis as a venue where staff can discuss administrative and clinical issues.
- E. All program staff participates in an annual Cultural Competency/Law, Ethics and Boundaries Training- geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored by Department of Public Health (DPH) and Behavior Health Services (BHS). A list of other staff trainings includes Privacy and Compliance, Blood Borne Pathogens, Sexual Orientation & Gender Identity, Active Shooter, CPR/First Aid, Sexual Harassment, Code of Conduct, Documentation Review and Corporate Compliance.
- F. BVHPF values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual Focus Groups and Client Satisfaction Surveys administered on an annual basis. Clients' suggestions from Focus Groups are documented and then discussed with the multi-disciplinary staff. Changes that improve the

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efficacy, quality or outcomes of program services are prioritized for implementation. Results of the focus groups are posted throughout the facility that encourages clients to give additional feedback.

We also provide a suggestion box for clients and staff. BHS client satisfaction results are reviewed and discussed with staff and clients. The Jail Methadone Courtesy Dosing Program is an ancillary program that is jail-based; therefore, the client satisfaction surveys objective is waived.

- G. Continuous quality improvement assures that program will remain licensed by the State Department of Health Care Services (DHCS), comply with its licensing regulation, maintain accreditation as required through the Substance Abuse and Mental Health Services Administration (SAMSHA) under new federal regulations, and maintain CARF certification under guided regulations. The Foundation will work with Behavior Health Services (BHS) to meet and comply with all state and Drug Medi-Cal Waiver requirements to continue to offer Opioid Treatment and Outpatient Services.
- H. The Narcotic Treatment Programs: Methadone Maintenance/Detoxification, Jail Dosing and Outpatient Programs will comply with San Francisco Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Health Insurance Portability Accountability Act (HIPAA), and Cultural Competency.

9. Required Language: N/A

10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY): N/A

1. Agency and Program Information:

Bayview Hunters Point Foundation (BVHPF)
Program Name: Jail Methadone Courtesy Dosing
1625 Carroll Street, San Francisco, CA 94124
Phone. (415) 822-8200
Fax: (415) 822-6822
www.bayviewci.org

Eric A. Lee, Program Director, Substance Use Disorder Services
eric.lee@bayviewci.org Phone. (415) 468-5103
Program Code: 89163

2. Nature of Document:

Check one

Original **Contract Amendment** Revision to Program Budgets

3. Goal Statement:

To provide daily doses of methadone to incarcerated clients as provided in community-based Narcotic Treatment Programs (whether Methadone Maintenance or Detoxification) to facilitate transition back to the community Narcotic Treatment Program once the client is released.

4. Target Population:

San Francisco residents who are using, addicted to, or at-risk for substance use addiction that include incarcerated adult males, females, and transgender heroin users, who are unable to cease the use of heroin without medical assistance, currently registered in a Narcotic Treatment Program and are incarcerated in the San Francisco City and County jails. While BVHPF welcomes and Services all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of the African American and Latino population in the Bayview Hunters Point and Sunnysdale neighborhoods of San Francisco.

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

See Appendix B CRDC.

6. Methodology:

Program Description/Philosophy:

The Jail Methadone Maintenance and Detoxification Programs provide methadone maintenance or detoxification dosing services to eligible incarcerated clients, who come from San Francisco neighborhoods that include Bayview Hunters Point and Sunnydale.

The staff Dispensing Nurses for this program, after obtaining the appropriate documentation and medical orders from the treating physicians of the incarcerated clients at their home clinics, provide daily methadone maintenance or detoxification dosing services as prescribed by the clients' clinic physicians.

The Jail Methadone Dosing Program embraces the San Francisco Department of Public Health's principles of Harm Reduction and Cultural Competency to provide the highest quality treatment service resources for clients. Adherence to these principles facilitates efforts by clients to return to a successful community living in a productive and independent lifestyle as possible.

Admission Criteria:

Clients who become incarcerated while enrolled in a San Francisco County funded Narcotic Treatment Program.

Intended and Average Length of Stay:

The intended length of stay is less than 30 days. However, clients may receive jail dosing for more than 30 days based on the treating physician's orders and the Jail Health Services recommendation.

Strategies:

The Dispensing Nurses in this service unit identify on a daily basis, incarcerated clients in the San Francisco County Jails who are currently active on the rolls of a county funded Methadone Treatment Program. After receiving signed orders from clients' treating physicians in their respective Methadone Treatment Programs, the prescribed dose of methadone is prepared and delivered to the jails where the eligible clients are currently residing. Dispensing Nurses maintain all appropriate documentation regarding the dosing. The counseling requirement is waived for incarcerated clients.

Discharge Criteria for Non-Compliance:

The discharge standards for non-compliance are those which are applicable to and required by the client's home clinic. If clients are tapered off methadone while in jail, they cannot receive methadone after being tapered off. If clients are transferred to state prison, their participation in the program will be terminated as state prisons do not provide methadone dosing.

Schedule:

Dispensing Nurses deliver doses of methadone to San Francisco County Jails to eligible clients Mondays through Fridays. Methadone doses for weekends and holidays are prepared on Fridays and signed over to Jail Health Services staff to be administered.

DAYS	TIMES
Monday – Friday	6:15 a.m. – 12:00 p.m.
Saturday – Sunday	7:00 a.m. – 11:00 a.m.
Holidays	6:15 a.m. – 10:00 a.m.

The Outpatient Schedule of Services are as follows:

DAYS	TIMES
Monday – Friday	8:00 a.m. – 4:00 p.m.

Step 1: Overview: Continuity Plan for Jail Dosing to ensure uninterrupted jail daily dosing services during staff shortages or unexpected staff absences and/or in the event of a disaster or emergency. During such possible circumstances, Methadone Dosing provided to BVHPF patients onsite at SFGH, Ward 93 Opiate Outpatient Treatment Program (OTOP).

BVHPF patients will receive their daily dose of Methadone at SFGH, Ward 93 OTOP in accordance with Title 9 Guidelines for Courtesy Dosing. This will be accomplished per the following procedures.

Procedure:

- BVHPF clinic staff maintains current updates of patient ROIs on file to authorizing services between Ward 93 and BVHPF patients.
- Patient census: BVHPF will provide Ward 93 a patient list to include current maintenance, detox, and jail census.
- Identification of patients: BVHPF SUDS Administrative Manager or other identified staff during her absence will bring a current client call list. This excludes jail patients.
- Dosing Records: for each patient scheduled to be dosed there will be as follows:
- Temporary (Courtesy) Dose Form completed
- Client Medication Record to include:
 - Name, CBHS ID #
 - Dose
 - MD Signature
 - Medical Issues
- Records will be in separate BVHPF Dosing Binder
- Dosing Orders: each Courtesy Dose Form and Client Medication Record will be signed by SFGH Ward 93 Physician.
- Dosing Site: BVHPF patients will be dosed at SFGH, Bldg. 90, Ward 93 in Rm 312. (If Ward 93 is not able to be accessed due to the critical event or disaster, BVHPF

patients will be referred to the van parking lot per disaster plan for OTOP. This will be accessed as follows:

- BVHPF patient will be checked in by a staff member from the BVHPF clinic.
- Patient will proceed to the dosing window when called.
- BVHPF staff person will be available at dosing window to assist in addition of patients. At the window, each client will be asked his/her name and birth date as a form of identification.
- Patient will receive dose.
- Dosing Hours: BVHPF patient dosing hours will be 6:15am to 12:00 pm.
- Security: BVHPF will provide on-site at SFGH Ward 93 One (1) Security Guard during hours when BVHPF patients are being dosed.

Jail Services will be provided per holiday dosing schedule which is as follows:

BVHPF Jail Nurse will drop off dose and leave doses with the Charge Nurse at the SF County Jails per protocol.

Conducted as follows:

- Doses will be prepared per Physician's orders at Ward 93
- Doses will be delivered by a BVHPF Nurse escorted by a BVHPF Security Staff to the Jail Medical Services.
- Upon BVHPF clinic opening after the disaster and termination of courtesy dosing, copies of patient dosing records will be provided to BVHPF. This includes all dosing services including those delivered to Jail Medical Services.

Step 2: Daily Dosing Coverage Plan

- **Immediate Coverage:** In the event of a staff call-out, the Nursing Supervisor is immediately notified and consults the call list to arrange for a backup staff member to cover the shift.
- **Nursing Assistant Unit Manager Steps In:** If a backup staff member cannot be secured on short notice, the Nursing Supervisor will step in to cover the dosing duties for that day.
- **Dispensing Nurse Unit Manager Coverage:** Should the Nursing Assistant Unit Manager be unavailable; the Dispensing Nurse Unit Manager will cover the shift. If both are unavailable, they will coordinate with the SUDS Director or Asst. SUDS Director.
- **The Medical Director/Dispensing Nurse Unit Manager and Dispensing Nurse Unit Asst. Manager, BHS Director/SUDS:** Should the Medical Director be unavailable, the Dispensing Nurse Unit Manager, Dispensing Nurse Unit Asst. Manager, the BHS Director or Asst. SUDS Director will notify Jail Health Service Nurses at (415) 995-1700 that they will be dropping off medication to 425 7th Street, San Francisco, CA 94103 and 1 Moreland Dr, San Bruno, CA 94066 at the secured check-in area to receive medications.

- **External Assistance In Emergency Situations:** - In emergency situations where staffing coverage cannot be secured internally, the SUDS Director or Medical Director may authorize the assistance of San Francisco General Hospital Ward 93 for dosing assistance via medication drop off to 425 7th Street, San Francisco, CA 94103 and 1 Moreland Dr, San Bruno, CA 94066 at the secured check-in area to receive medications as above described.

Step 3: Staffing and Responsibilities Overview

1. **Medical Director** is responsible for the medical direction of the clinic
2. **BHS Director is responsible for overseeing the management and operations the department**
3. **SUDS Asst. Director** - Oversees the program's overall operation, ensuring compliance with regulations and quality of patient care. Contact for external agencies/partners
4. **Dispensing Nurse Unit Manager** - Oversees the entire dispensing unit, ensuring all nursing staff are adequately trained and protocols are followed.
5. **Dispensing Nurse Asst. Supervisor** - Assists the Dispensing Nurse Unit Manager in daily operations and acts as the primary point of contact in their absence.
6. **Backup Staff** - Identified and trained on call nursing staff members who can fill in when regular staff are unavailable.

Step 4: Regular Staffing Plan

- Ensure a roster of nursing staff is scheduled to cover all dosing hours, including weekends and holidays.
- Regularly review staffing levels and adjust schedules as needed to meet client demand.

Step 5: Training for Backup Staff

- Conduct comprehensive training for designated backup staff, ensuring they are familiar with dosing protocols, client management systems, and emergency procedures.
- Schedule regular refresher training sessions to keep backup staff updated on any changes.

Step 6: Implementation of a Call-Out Procedure

- A. **Maintain a clear procedure for staff** to report absences as early as possible, ideally with at least 24-hour notice.
- B. **Maintain a call list of backup staff** who can be contacted to cover shifts on short notice. Review call list quarterly for updates.
- C. **Cross-Training:** Ensure that multiple staff members are cross-trained in various roles to provide flexibility in covering shifts.

- D. **Communication:** - Jail Health Services Staff and BVHPF staff listed above are informed of any changes to dosing schedules, staff changes and procedures promptly via email and phone. Ensure staff review and update the relevant contact list quarterly.

Step 7: Review and Update the Plan Regularly

- **Schedule regular reviews** of the continuity plan, at least semi-annually, to identify any areas for improvement or updates needed due to staff changes or regulatory updates.
- **After any use of the plan**, conduct a debrief to gather feedback and make necessary adjustments.

This detailed continuity plan ensures that the Bayview Hunters Point Foundation's Jail Dosing Program can provide continuous care to its clients, even in the face of staffing challenges, by leveraging internal and external resources along with training effectively.

Linkages:

Community resources are regularly utilized for Methadone Maintenance and Outpatient clients through our case management services. Additional resources are i.e., life skills classes, workforce development, mental health therapy, clinical case management and financial education. External linkages outside of BVHPF wrap around services include - Young Community Developers, Northern California Service League; San Francisco Homeless Connect; Bayview Mental Health Services, Westside Community Services, SF Department of Human Services.

Progression:

The treating physician in the community Narcotic Treatment Program establishes the progression of treatment for clients.

Linkages:

BVHPF Substance Use Disorder Services maintains linkages with Jail Health Services and other San Francisco County funded Narcotic Treatment Programs (BAART-Geary/FACET, BAART-Market, San Francisco General Hospital OTOP, OBOT, Fort Help and Westside). These programs are in the process of developing a unified Memorandum of Understanding to guide the Jail Methadone Dosing process.

Staffing:

The Jail Methadone Maintenance and Detoxification Program's medical, clinical, and administrative staff ensures efficient and effective program operation and service delivery. Refer to Exhibit B for further information on staffing.

Staffing:

The Jail Dosing, Methadone Maintenance and Outpatient Program’s medical, clinical, and administrative staff ensures efficient and effective program operations and service delivery. All SUD Counselors are certified, certification eligible, and/or registered to meet the State of California requirements. Licenses for all Nurses and Physicians are required and monitored for good standing. Refer to Appendix B for further information on staffing.

Absences, Emergencies and Coverage of Behavioral Health Services (BHS) Director and, SUDS Medical Director to ensure continuity of care and efficient functioning of the Clinic

The purpose of this protocol is to outline procedures in the event of short-and- long-term absences and exits from BVHPF on behalf of the Behavioral Health Services (BHS) Director.

In case of the long-term absence of the Dispensing Unit Nursing Manager, the Dispensing Unit Nursing Asst. Manager may step into the role of Interim Nursing Manager.

A.SUDS BHS Director Role Summary

The primary role of the Director of Behavioral Health Services (BHS) is to ensure the delivery of high quality, evidence-based care to individuals seeking treatment for mental health, substance use disorders and complex needs. The BHS Director works closely with and oversees a multidisciplinary teams of healthcare professionals, including psychiatrists, psychologists, clinicians, certified counselors, and case managers to deliver quantitative and qualitative care to patients.

The BHS Director also directly supervises the Assistant Director of SUDS and the Assistant Director of Mental Health and ensures the successful operation of the clinic. The BHS Director is the point of contact for external agencies that includes but not limited to collaborative partners, funders and city, county, state, and federal representatives.

I. Short Term Absences (Up to 3 weeks)

If the BHS Director is absent from the site for up to three (3) weeks or less, for reasons that include but not limited to vacation, sick leave, bereavement, FMLA, etc., the following procedure will be executed:

- a) The Assistant Director of Mental Health and the Assistant Director of SUDS will serve as Interim Directors of each department. Oversight will be provided by the CMO.

II. Long Term Absences (Minimum 1 month or more)

If the BHS Director is absent from the site for one month or more for family, medical leave, etc., the BHS department will follow the protocol hereinafter.

- a) The Assistant Director of Mental Health and the Assistant Director of SUDS will serve as Interim Directors of each department. Oversight will be provided by the CMO

III. Permanent Exits from the BHS Department or BVHPF

If the BHS Director exits the department or BVHPF, the agency will follow the below outlined protocol.

- a) The Assistant Director of Mental Health and the Assistant Director of SUDS will serve as Interim Directors of each department. Oversight will be provided by the CMO. This procedure will be adhered to until the agency appoints another BHS Director to the open position.

B. SUDS Medical Director's Role Summary

The primary role of the SUDS Medical Director's role is to provide medical direction to the OMM Outpatient Clinic. The Medical Director works closely with multidisciplinary teams including but are not limited to certified counselors, clinicians, LVN dispensing nurses, nurse practitioners, psychologists, psychiatrist, and other healthcare professionals to deliver high quality, medical services to patients seeking treatment for substance use disorders, mental health challenges and other complex needs.

The SUDS Medical Director's also works closely with the BHS Director, Staff Psychiatrist(s), Assistant Director of SUDS and the Assistant Director of Mental Health and ensures the successful operation of the medical clinic. The Medical Director is the point of contact for external agencies that includes but not limited to collaborative partners, SFDPH and city, county, state, and federal representatives.

IV. Short Term Absences (Up to 3 weeks)

If the Medical Director is absent from the site for up to three (3) weeks or less, for reasons that include but not limited to vacation, sick leave, bereavement, FMLA, etc., the following procedure will be executed:

- a) The Medical Director (MD) and BHS Psychiatrist works closely together. In addition to the regular MD being on-call for emergency situations, the BHS Psychiatrist will serve as the Interim Medical Director of the OMM Outpatient clinic. Clinic staff will also adhere to protocol in place if medically sound. The BHS Director will provide oversight of the clinic.
- b) BVHPF has an allowance for a NP. If there is a NP onboard, the NP will serve as Interim Medical Director with direction from BHS Psychiatrist on staff.

- c) In the event of an emergency, patients will be referred to our sister agency at San Francisco General SUDS clinic

V. Long Term Absences (Minimum 1 month or more)

When the BHS Director is absent from the site for one month or more for family, medical leave, etc., the BHS department will follow the protocol hereinafter.

- a) In the interim, the Medical Director (MD) and BHS Psychiatrist works closely together. In addition to the regular MD being on-call for emergency situations, the BHS Psychiatrist will serve as the Interim Medical Director of the OMM Outpatient clinic. Clinic staff will also adhere to protocol in place if medically sound. The BHS Director will provide oversight of the clinic.
- b) BVHPF has an allowance for a NP. If there is a NP onboard, the NP will serve as Interim Medical Director with direction from BHS Psychiatrist on staff. BVHPF has a partnership with locum tenens agency, Coker & Schofield that has been reliable in providing the agency Primary Care Physicians (PCP). BVHPF HR Dept. will request a temporary PCP from Coker & Schofield if needed for longer term absences.
- c) In the event of an emergency, the agency has a Memorandum of Understanding in place with our sister agency, San Francisco General Hospital, Ward 93 that have agreed to continue care of our clients in the event of the event of an emergency

VI. Permanent Exits from the BHS Department or BVHPF

If the BHS Director exits the department or BVHPF, the agency will follow the below outlined protocol.

- a) The interim BHS Psychiatrist works with the NP to serve as Interim Medical Director of the OMM Outpatient clinic. The BHS Director will provide oversight of the clinic.
- b) BVHPF has a partnership with a locum tenens agency that has been dependable in providing the agency Primary Care Physicians (PCP). BVHPF's HR Dept. will request a temporary PCP to serve as Interim MD. BVHPF HR Department will recruit another physician to serve as MD for the Outpatient clinic.
- c) In the event of an emergency, the agency has a Memorandum of Understanding in place with our sister agency, San Francisco General Hospital, Ward 93 that have agreed to continue care of our clients during emergencies.

7. Objectives and Measurements

“All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance Objectives FY 23-24.”

8. Continuous Quality Improvement

- A. Our Program identifies areas of improvement through chart reviews and case conferences which are conducted monthly. Avatar reports are reviewed and reconciled monthly by the Medical Record's Staff. Participants in the case conference meetings include Medical Director/Staff Physician, Unit Coordinator/Supervisor, and counselors. Our Counselors receive monthly supervision from the Unit Coordinator/Supervisor where they are advised on client cases such as treatment planning, continued care, and discharge status.

To ensure continuous monitoring, a list of contract performance objectives is provided to all staff. Outcomes are reviewed, analyzed, and reconciled for accuracy with the Avatar reports. An annual performance assessment and improvement plan is used to track outcomes of mandatory objectives and reviewed on a quarterly basis.

- B. Our Program monitors documentation quality by reviewing case files through periodic chart reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Behavior Health Services (BHS), with standards and practices defined by Department of Health Care Services (DHCS) and Commission of Accredited Rehabilitative Facilities (CARF). To ensure compliance with documentation of treatment plans, case notes and timely signatures, monthly chart reviews are conducted by Medical Records Staff and Counselors; then discussed with Unit Coordinator/Supervisor for follow-up issues. All staff participate in annual documentation trainings provided internally and by Behavioral Health Services (BHS). Staff meetings are also held monthly as a venue where staff can discuss administrative and clinical issues.

- C. All program staff participates in an annual Cultural Competency/

Law, Ethics and Boundaries Training- geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored by Department of Public Health (DPH) and Behavior Health Services (BHS).

BHS does not prepare a report for the Jail Methadone Courtesy Dosing Program, as units of service for this program are not entered into Avatar. However, this program will prepare in-house reports for BHS as required, which will include units of service and the unduplicated client count.

- D. BVHPF values client opinions and suggestions for program improvements. Clients are provided with an opportunity to express their views through annual focus groups and client satisfaction surveys. The annual focus groups and client satisfaction surveys are administered on an annual basis. Client's suggestions from focus groups are documented and then discussed with the multidisciplinary staff. Changes that improve the efficacy, quality or outcomes of program services are prioritized for implementation. Results of the focus groups are posted throughout the facility which encourages clients to give

additional feedback. We also provide a suggestion box for clients and staff. BHS client satisfaction results are reviewed and discussed with staff and clients.

Continuous quality improvement assures that program will remain licensed by the State Department of Health Care Services (DHCS), be in compliance with its licensing regulation and maintain accreditation as required through the Substance Abuse and Mental Health Services Administration (SAMSHA) under new federal regulations.

The Narcotic Treatment Programs: Methadone Maintenance/Detoxification, Jail Dosing Programs will comply with San Francisco Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Health Insurance Portability Accountability Act (HIPAA), and Cultural Competency. The Jail Methadone Courtesy Dosing Program is an ancillary program that is jail-based; therefore, the client satisfaction surveys objective is waived.

9. Required Language: N/A

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:

- B-1: Methadone Maintenance
- B-2: Jail Methadone Courtesy Dosing Program

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, \$1,099,541 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 Term	Estimated Funding Allocation
July 1, 2017 - June 30, 2018	\$288,836
July 1, 2018 - June 30, 2019	\$1,460,625
July 1, 2019 - June 30, 2020	\$1,758,132
July 1, 2020 - June 30, 2021	\$1,758,132
21-22 CODB/ MCO DV	\$55,404
July 1, 2021 - June 30, 2022	\$1,879,802
July 1, 2022 - June 30, 2023	\$2,032,730
July 1, 2023 - June 30, 2024	\$2,133,805
July 1, 2024 - June 30, 2025	\$2,235,161
July 1, 2025 - June 30, 2026	\$2,341,331
July 1, 2026 - June 30, 2027	<u>\$2,452,544</u>
total	\$18,396,502
contingency	<u>\$1,099,541</u>
total	<u>\$19,496,043</u>

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 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Number 00341
 Provider Name Bayview Hunters Point Foundation
 Provider Number 383816
 Contract ID Number 1000008696

Appendix Number B-1
 Page Number 2
 Fiscal Year 2023-2024
 Funding Notification Date 09/13/23

Program Name		Methadone Maintenance							
Program Code	38164	38164	38164	38164	38164	3816OP	3816OP		
Mode/SFC (MH) or Modality (SUD)	ODS-120d	ODS-120i	ODS-120g	ODS-120dbct	ODS-120cm	ODS-91	ODS-91		
Service Description	ODS NTP Methadone - Dosing	ODS NTP - Individual Counseling	ODS NTP - Group Counseling	ODS NTP Dosing - Bupe Combo - Tablets	ODS NTP Case Management	ODS OT Counseling	ODS OT Case Management		
Funding Term (mm/dd/yy-mm/dd/yy):	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24		
FUNDING USES								TOTAL	
Salaries & Employee Benefits	\$ 489,511	\$ 504,104	\$ 1,975	\$ 362	\$ 37,989	\$ 97,729	\$ 74,321	\$ 1,205,989	
Operating Expenses	\$ 126,738	\$ 130,516	\$ 511	\$ 94	\$ 9,836	\$ 44,545		\$ 312,239	
Capital Expenses								\$ -	
Subtotal Direct Expenses	\$ 616,249	\$ 634,619	\$ 2,486	\$ 455	\$ 47,824	\$ 142,274	\$ 74,321	\$ 1,518,228	
Indirect Expenses	\$ 92,437	\$ 95,193	\$ 373	\$ 68	\$ 7,174	\$ 21,341	\$ 11,148	\$ 227,734	
Indirect %	15.0%	15.0%	15.0%	14.9%	15.0%	15.0%	15.0%		
TOTAL FUNDING USES	\$ 708,686	\$ 729,812	\$ 2,859	\$ 523	\$ 54,998	\$ 163,615	\$ 85,469	\$ 1,745,962	
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity								
SUD Fed DMC FFP, CFDA 93.778	240646-10000-10001681-0003	\$ 345,923	\$ 356,235	\$ 1,236	\$ 256	\$ 26,845	\$ 66,187	\$ 796,682	
SUD State DMC	240646-10000-10001681-0003	\$ 186,266	\$ 191,819	\$ 666	\$ 138	\$ 14,455	\$ 35,639	\$ 428,983	
SUD County General Fund	240646-10000-10001681-0003	\$ 176,497	\$ 181,759	\$ 957	\$ 130	\$ 13,697	\$ 61,789	\$ 434,829	
BH MC County Prop C Homeless Services	10582-240646-21531-10040023-0001						\$ 85,469	\$ 85,469	
This row left blank for funding sources not in drop-down list									
TOTAL BHS SUD FUNDING SOURCES		\$ 708,686	\$ 729,812	\$ 2,859	\$ 524	\$ 54,997	\$ 163,615	\$ 85,469	
BHS MH FUNDING SOURCES	Dept-Auth-Proj-Activity								
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity								
This row left blank for funding sources not in drop-down list									
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -	\$ -				\$ -	
TOTAL DPH FUNDING SOURCES		\$ 708,686	\$ 729,812	\$ 2,859	\$ 524	\$ 54,997	\$ 163,615	\$ 85,469	
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)		708,686	729,812	2,859	524	54,997	163,615	85,469	
BHS UNITS OF SERVICE AND UNIT COST									
Number of Beds Purchased									
SUD Only - Number of Outpatient Group Counseling Sessions				70			70		
SUD Only - Licensed Capacity for Narcotic Treatment Programs	400								
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service/Hours to Bill (LOE)	39,926	11,355	200	14	856	2,546	1,330		
Unit Type	Dose	15 minutes	15 minutes	Dose	15 minutes	15 minutes	15 minutes		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 17.75	\$ 64.27	\$ 14.28	\$ 36.49	\$ 64.27	\$ 64.27	\$ 64.27		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 17.75	\$ 64.27	\$ 14.28	\$ 36.49	\$ 64.27	\$ 64.27	\$ 64.27		
Published Rate (Medi-Cal Providers Only)	\$ 17.75	\$ 64.27	\$ 14.28	\$ 36.49	\$ 64.27	\$ 64.27	\$ 64.27		
Unduplicated Clients (UDC)	150	Included	Included	Included	Included	Included	Included	Total UDC 165	

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

DHCS Legal Entity Number 00341							Appendix B, Page 1
Legal Entity Name/Contractor Name Bayview Hunters Point Foundation							Fiscal Year 2023-2024
Contract ID Number 1000008696							Funding Notification Date 09/13/23
Appendix Number	B-1	B-2	B-#	B-#	B-#	B-#	
Provider Number	383816	383816					
Program Name	Methadone Maintenance	Jail Methadone Courtesy Dosing					
Program Code	38164 3816OP	89163					
Funding Term	07/01/23-06/30/24	07/01/23-06/30/24					
FUNDING USES							TOTAL
Salaries	\$ 980,479	\$ 134,400					\$ 1,114,879
Employee Benefits	\$ 225,510	\$ 30,912					\$ 256,422
Subtotal Salaries & Employee Benefits	\$ 1,205,989	\$ 165,312	\$ -	\$ -	\$ -	\$ -	\$ 1,371,301
Operating Expenses	\$ 312,239	\$ 171,942					\$ 484,181
Capital Expenses							\$ -
Subtotal Direct Expenses	\$ 1,518,228	\$ 337,254	\$ -	\$ -	\$ -	\$ -	\$ 1,855,482
Indirect Expenses	\$ 227,734	\$ 50,588					\$ 278,322
Indirect %	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,745,962	\$ 387,842	\$ -	\$ -	\$ -	\$ -	\$ 2,133,804
						Employee Benefits Rate	23.0%
BHS MENTAL HEALTH FUNDING SOURCES							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BHS SUD FUNDING SOURCES							
SUD Fed DMC FFP, CFDA 93.778	\$ 796,682						\$ 796,682
SUD State DMC	\$ 428,983						\$ 428,983
SUD County General Fund	\$ 434,829	\$ 387,843					\$ 822,672
BH MC County Prop C Homeless Services	\$ 85,469						\$ 85,469
							\$ -
							\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ 1,745,962	\$ 387,843	\$ -	\$ -	\$ -	\$ -	\$ 2,133,805
OTHER DPH FUNDING SOURCES							
	\$ -						\$ -
							\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,745,962	\$ 387,843	\$ -	\$ -	\$ -	\$ -	\$ 2,133,805
NON-DPH FUNDING SOURCES							
							\$ -
							\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,745,962	\$ 387,843	\$ -	\$ -	\$ -	\$ -	\$ 2,133,805
Prepared By	Simba Ndemera				Phone Number	415-350-5205	

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 100008696
 Program Name Methadone Maintenance
 Program Code 38164, 3816OP

\$1285

Appendix Number B-1
 Page Number 3
 Fiscal Year 2023-2024
 Funding Notification Date 09/13/23

Funding Term	TOTAL		240646-10000-10001681-0003		10582-240646-21531-10040023-0001		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	
07/01/23-06/30/24			07/01/23-06/30/24		07/01/23-06/30/24			(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):				
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	
Chief Mission Officer	0.09	\$ 14,824.00	0.09	\$ 14,824.07											
Executive Assistant	0.09	\$ 6,976.00	0.09	\$ 6,976.04											
Quality Assurance Coordinator	0.25	\$ 16,500.00	0.25	\$ 16,500.00											
	0.00	\$ -													
Director of Behavioral Health Services	0.20	\$ 27,500.00	0.20	\$ 27,500.02											
Behaviorial Health Admin. Program Manager	0.30	\$ 21,000.00	0.30	\$ 21,000.02											
Behaviorial Health Billing Coordinator	0.50	\$ 27,040.00	0.50	\$ 27,040.00											
Behaviorial Health Medical Record Clerk	0.40	\$ 20,800.00	0.40	\$ 20,800.00											
SUDS Assistant Director	0.50	\$ 47,500.00	0.50	\$ 47,500.00											
Behaviorial Health Assistant	0.10	\$ 6,500.00	0.10	\$ 6,500.00											
	0.00	\$ -													
Methadone Outpatient Counselor	1.00	\$ 59,280.00	1.00	\$ 59,280.00											
Methadone Outpatient Counselor	1.00	\$ 59,280.00	1.00	\$ 59,280.00											
Methadone Outpatient Counselor	1.00	\$ 59,280.00	1.00	\$ 59,280.00											
	0.00	\$ -													
SUDS Counselor/HIV Tester	1.00	\$ 65,000.00	1.00	\$ 65,000.16											
SUDS Navigator	1.00	\$ 80,000.16	0.24	\$ 19,576.69	0.76	\$ 60,423.47									
Dispensing Nurse	1.00	\$ 83,200.00	1.00	\$ 83,200.00											
Lead/Supervising Nurse	0.50	\$ 62,400.00	0.50	\$ 62,400.00											
	0.00	\$ -													
Dispensing Nurse/LVN	0.40	\$ 32,032.00	0.40	\$ 32,032.00											
Dispensing Nurse	0.50	\$ 39,000.00	0.50	\$ 39,000.00											
Nursing Unit Assistant Manager	1.00	\$ 90,000.00	1.00	\$ 90,000.00											
Dispensing Nurse LVN	1.00	\$ 83,200.00	1.00	\$ 83,200.00											
Nurse Practitioner	0.50	\$ 79,167.00	0.50	\$ 79,166.67											
	0.00	\$ -													
	0.00	\$ -													
	0.00	\$ -													
	0.00	\$ -													
	0.00	\$ -													
Totals:	12.32	\$ 980,479.16	11.57	\$ 920,055.66	0.76	\$ 60,423.47	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	
Employee Benefits:	23.00%	\$ 225,510.00	23.00%	\$ 211,612.80	23.00%	\$ 13,897.40	0.00%		0.00%		0.00%		0.00%		
TOTAL SALARIES & BENEFITS		\$ 1,205,989.00		\$ 1,131,668.00		\$ 74,321.00		\$ -		\$ -		\$ -		\$ -	

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000008696
 Program Name Methadone Maintenance
 Program Code 38164, 3816OP

Appendix Number B-1
 Page Number 5
 Fiscal Year 2023-2024
 Funding Notification Date 09/13/23

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003	10582-240646-21531-10040023-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	07/01/23-06/30/24	07/01/23-06/30/24	07/01/23-06/30/24	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 52,830.00	\$ 52,830.40					
Utilities (telephone, electricity, water, gas)	\$ 50,000.00	\$ 50,000.00					
Building Repair/Maintenance	\$ 3,000.00	\$ 3,000.00					
Occupancy Total:	\$ 105,830.00	\$ 105,830.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 9,235.00	\$ 9,235.20					
Photocopying	\$ -						
Program Supplies	\$ 91,047.00	\$ 91,047.00					
Computer Hardware/Software	\$ 5,000.00	\$ 5,000.00					
Materials & Supplies Total:	\$ 105,282.00	\$ 105,282.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 1,000.00	\$ 1,000.00					
Insurance	\$ 28,220.00	\$ 28,220.40					
Professional License	\$ 6,000.00	\$ 6,000.00					
Permits	\$ -						
Equipment Lease & Maintenance	\$ 1,000.00	\$ 1,000.00					
General Operating Total:	\$ 36,220.00	\$ 36,220.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical Director Dr. Ross Quinn	\$ 34,820.00	\$ 34,820.00					
Consultant/Subcontractor Total:	\$ 34,820.00	\$ 34,820.00	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -						
Methasoft Server Replacement	\$ 23,707.00	\$ 23,707.48					
Machines for replacement	\$ 6,380.00	\$ 6,380.00					
Other Total:	\$ 30,087.00	\$ 30,087.00	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 312,239.00	\$ 312,239.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

Appendix Number B-2
 Page Number 6
 Fiscal Year 2023-2024
 Funding Notification Date 09/13/23

DHCS Legal Entity Number 00341
 Provider Name Bayview Hunters Point Foundation
 Provider Number 383816
 Contract ID Number 1000008696

Program Name		Jail Methadone Courtesy Dosing									
Program Code											
Mode/SFC (MH) or Modality (SUD)											
Service Description											
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/23-06/30/24									
FUNDING USES											
	Salaries & Employee Benefits	\$	165,312							\$	165,312
	Operating Expenses	\$	171,942							\$	171,942
	Capital Expenses									\$	-
	Subtotal Direct Expenses	\$	337,254							\$	337,254
	Indirect Expenses	\$	50,588							\$	50,588
	Indirect %		15.0%								15.0%
	TOTAL FUNDING USES	\$	387,842							\$	387,842
BHS MENTAL HEALTH FUNDING SOURCES											
	Dept-Auth-Proj-Activity										
										\$	-
										\$	-
										\$	-
										\$	-
										\$	-
This row left blank for funding sources not in drop-down list										\$	-
	TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$	-	\$	-	\$	-	\$	-	\$	-
BHS SUD FUNDING SOURCES											
	Dept-Auth-Proj-Activity										
	SUD County General Fund	240646-10000-10001681-0003	\$	387,843						\$	387,843
										\$	-
										\$	-
This row left blank for funding sources not in drop-down list										\$	-
	TOTAL BHS SUD FUNDING SOURCES	\$	387,843	\$	-	\$	-	\$	-	\$	387,843
OTHER DPH FUNDING SOURCES											
	Dept-Auth-Proj-Activity										
	BH MC County Prop C Homeless Services	210708-21531-10037397-0007								\$	-
This row left blank for funding sources not in drop-down list										\$	-
	TOTAL OTHER DPH FUNDING SOURCES	\$	-	\$	-	\$	-	\$	-	\$	-
	TOTAL DPH FUNDING SOURCES	\$	387,843	\$	-	\$	-	\$	-	\$	387,843
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)		387,843		-		-		-		387,843
BHS UNITS OF SERVICE AND UNIT COST											
	Number of Beds Purchased										
	SUD Only - Number of Outpatient Group Counseling Sessions										
	SUD Only - Licensed Capacity for Narcotic Treatment Programs										
	Payment Method		Cost Reimbursement (CR)								
	DPH Units of Service/Hours to Bill (LOE)		21,850								
	Unit Type		Dose								
	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$	17.75								
	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$	17.75								
	Published Rate (Medi-Cal Providers Only)	\$	17.75								
	Unduplicated Clients (UDC)		66							Total UDC	66

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000008696
 Program Name Jail Methadone Courtesy Dosing
 Program Code 89163

Appendix Number B-1
 Page Number 9
 Fiscal Year 2023-2024
 Funding Notification Date 09/13/23

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	07/01/23-06/30/24	07/01/23-06/30/24	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Rent	\$ 9,600.00	\$ 9,600.00					
Utilities (telephone, electricity, water, gas)	\$ 2,600.00	\$ 2,600.00					
Building Repair/Maintenance	\$ 1,000.00	\$ 1,000.00					
Occupancy Total:	\$ 13,200.00	\$ 13,200.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 100.00	\$ 100.00					
Photocopying	\$ 240.00	\$ 240.00					
Program Supplies	\$ 100.00	\$ 100.00					
Computer Hardware/Software	\$ 100.00	\$ 100.00					
Materials & Supplies Total:	\$ 540.00	\$ 540.00	\$ -	\$ -	\$ -	\$ -	\$ -
Training/Staff Development	\$ 1,000.00	\$ 1,000.00					
Insurance	\$ 6,522.00	\$ 6,522.00					
Professional License	\$ -	\$ -					
Permits	\$ -	\$ -					
Equipment Lease & Maintenance	\$ 100.00	\$ 100.00					
General Operating Total:	\$ 7,622.00	\$ 7,622.00	\$ -	\$ -	\$ -	\$ -	\$ -
Local Travel	\$ 1,000.00	\$ 1,000.00					
Out-of-Town Travel	\$ -	\$ -					
Field Expenses	\$ -	\$ -					
Staff Travel Total:	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -					
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -	\$ -					
Medical Director Dr. Ross Quinn	\$ 149,580.00	\$ 149,580.00					
Other Total:	\$ 149,580.00	\$ 149,580.00	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 171,942.00	\$ 171,942.00	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix B - DPH 5: Capital Expenses Detail

Contract ID Number _____
 Program Name _____
 Program Code _____

Appendix Number _____
 Page Number 9
 Fiscal Year 2023-2024
 Funding Notification Date: 09/13/23

1. Equipment

Item Description	Quantity	Serial #/VIN #	Dept-Auth-Proj-Activity	Unit Cost	Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Equipment Cost					<u>\$ -</u>

2. Remodeling

Description	Total Cost
Total Remodeling Cost	<u>\$ -</u>

Total Capital Expenditure

(Equipment plus Remodeling Cost)

\$ -

BUDGET JUSTIFICATION

Contract ID Number _____

Contractor Name _____

Program Name _____

Appendix Number _____

B# _____

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:	-
------------------------	---

Practitioner Type

No DHCS Practitioner type applies. Non-billable

No DHCS Practitioner type applies. Non-billable (Peer)

Psychiatrist/ Contracted Psychiatrist - 45%

Physicians Assistant - 40%

Nurse Practitioner - 40%

RN - 40%

Certified Nurse Specialist - 40%

Alcohol and Drug Counselor - 40%

LVN - 40%

Pharmacist - 40%

Licensed Psychiatric Technician - 40%

Psychologist/Pre-licensed Psychologist - 40%

LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC) - 40%

Occupational Therapist - 40%

Mental Health Rehab Specialist - 36%

Peer Recovery Specialist - 36%

Other Qualified Providers - Other Designated MH Staff that Bill Medical - 40%

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

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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.** Third Party must maintain a password policy based on information security best practices for password length, complexity, and reuse. Third Party credentials used to access Third Party networks and systems must be configured for a password change no greater than every 90 calendar days.

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.

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:

A. 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.

APPENDIX E



San Francisco Department of Public Health Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

1. Definitions.

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



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

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

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

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

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

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

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

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

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

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or



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with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

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

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

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

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

2. Obligations of Business Associate.

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

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



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

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

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

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this



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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)]



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o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.

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

3. Termination.

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

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

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

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).



San Francisco Department of Public Health
Business Associate Agreement

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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

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

Attachment 3 – Protected Information Destruction Order Purge Certification 01-10-2024

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

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

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

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

I. All Contractors.

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Attachment 3 to Appendix E

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

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

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

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

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

So Certified

Signature

Title:

Date:

San Francisco Department of Public Health Division of Behavioral Health Services

Bayview Hunters Point Foundation Substance Use Disorder Services (Methadone)

SFBOS Budget & Finance Committee
April 24, 2024

Maximilian Rocha, LCSW
Director of Systems of Care
Behavioral Health Services
San Francisco Department of Public Health



San Francisco Health Network
Behavioral Health Services

Bayview Hunters Point Foundation: Methadone Services

- Under the proposed contract, **Bayview Hunters Point Foundation's methadone program** would continue to provide methadone treatment to reduce the impact of opioid dependence and addiction.
 - Includes buprenorphine medication treatment for opioid use disorder
 - Provides daily outpatient methadone dosing services 365 days of the year
 - Includes supplemental contract as the sole provider for daily courtesy methadone dosing and delivery to San Francisco Jail
 - Contracted to serve 150 individuals per year for outpatient methadone (~5% of all methadone clients in San Francisco)
 - For adults with an opioid use disorders, including fentanyl dependence.



Methadone in the Behavioral Health System of Care



BVHPF Methadone Within SFPDH-BHS SUD System of Care

- Medications for addiction treatment (MAT) of opioid use disorder are outpatient SUD services.
 - **BVHPF** is one of 7 funded opioid treatment programs (OTPs), licensed to provide methadone
 - **BHVPF** is one of two OTP sites providing methadone treatment in the Bayview (the other is the UCSF Mobile Methadone Van)
 - **BVHPF** also delivers methadone to the SF Jail daily.
 - SF Jail is not a licensed OTP and cannot start individuals on methadone.
 - BVHPF provides methadone for incarcerated individuals who were on methadone prior to incarceration.
- **BVHPF** methadone and mental health clinics are co-located in the Bayview off Third St, one block from Southeast Health Center.
- All SFPDH methadone dosing services are available 7 days a week citywide.
 - Clients may walk-in or be referred to OTP treatment.
 - Same day intake assessment and medication induction Monday-Friday.



Technical Assistance and Agency Progress Update

SFDPH, with the Controller and HSH, is deeply invested in the success of BHVPF. Last year, SFDPH established a comprehensive and coordinated Agency Technical Assistance Process (ATAP) to monitor and implement financial stability and performance improvement activities and **we are seeing results from these efforts.**

- Over the past year, SFDPH has met with BVHPF regularly to provide technical assistance regarding their contract and budget, documentation, Medi-Cal reform (CalAIM) readiness, and billing.
- The agency has continued to improve its financial situation, having effectively implemented financial policies and procedures. Improvement is further evidenced by continuation of positive net income and increase to the number of days of operating cash reserves.
- The BVHPF hired permanent executive leadership, including CEO, CFO, Deputy Director, Chief Facility Officer, and Behavioral Health Director.
- The BVHPF SUD program is now fully staffed, including a Medical Director and Nurse Practitioner to support daily intakes into opioid treatment.
- In the latest SFDPH annual performance monitoring reports, BVHPF has met standards for FY 22-23, an improvement from FY 21-22. This is due to significant progress in chart documentation, enhanced client retention rates, and commendable efforts on ensuring staff meet all training requirements.



Proposed Contract Amendment

- BVHPF, SFDPH and Controller's Office are working hard and see improvements, including:
 - Staffing
 - Financial stability
 - Performance
- SFDPH supports continuing to work with BVHPF because of these improvements
- SFDPH requests a reduction in the proposed term extension:
 - Full term: July 1, 2017 – December 31, 2025
 - Term extension: June 30, 2024 – December 31, 2025
 - Funding amount: Increase by \$3,838,048 for total NTE of \$15,438,048
- DPH requests approval of the proposed amendment with reduced term



Thank You



San Francisco Health Network
Behavioral Health Services

**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
Bayview Hunters Point Foundation**

This Agreement is made this 1st day of July, 2017, in the City and County of San Francisco, State of California, by and between **Bayview Hunters Point Foundation**, 150 Executive Park Blvd., #2800, San Francisco, CA 94134, a non-profit ("Contractor") and City.

Recitals

WHEREAS, the Department of Public Health ("Department") wishes to provide Methadone Services; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal ("RFP"), RFP 26-2016 issued on September 27, 2016, 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 number 48652-16/17 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 Bayview Hunters Point Foundation, 150 Executive Park Blvd., #2800, San Francisco, CA 94134.

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, 2017; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

2.2 The City has 1 option to renew the Agreement for a period of 5 years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 7/1/2022-6/30/2027

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 Eight Million One Hundred Twenty Three Thousand Five Hundred Dollars (\$8,123,500). 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 as 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, "Grant Terms." 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.

(c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

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.

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 provided for in the Agreement.

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
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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		

(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 this 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 **Reserved. (Sugar-Sweetened Beverage Prohibition).**

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 101 Grove Street, Room 410 San Francisco, CA 94102	e-mail:	luciana.garcia@sfdph.org
And:	Andrew Williams CDTA 1380 Howard Street, 5th floor San Francisco, CA 94103	e-mail:	andrew.williams@sfdph.org
To CONTRACTOR:	Bayview Hunters Point Foundation 150 Executive Park Blvd., #2800 San Francisco, CA 94134	e-mail:	lillian.shine@bayviewci.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, the RFP, and Contractor's proposal dated 9/26/16. 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.

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 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.

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:

Bayview Hunters Point Foundation

Barbara A. Garcia 6/6/18
Date

Lilian Kim Shine 5-18-18
Date

Barbara A. Garcia, MPA
Director of Health
Department of Public Health

Lilian Kim Shine
Executive Director

Supplier ID: 0000024522

Approved as to Form:

Dennis J. Herrera
City Attorney

By: *[Signature]* 6/5/18
Date
Deputy City Attorney

Approved:

Jaci Fong 8/2/18
Date

Jaci Fong
Director of the Office of Contract Administration, and
Purchaser

RECEIVED

Received By:
JUL 12 '18 PM 2:50
Purchasing Department

Appendices

- A: Scope of Services
- A-1: Methadone Maintenance
- A-2: Jail Methadone Courtesy Dosing Program
- A-3: HIV Set Aside: Routine Opt-Out HIV Screening, Counseling, and Placement
- B: Calculation of Charges
- B-1: Methadone Maintenance
- B-2: Jail Methadone Courtesy Dosing Program
- B-3: HIV Set Aside: Routine Opt-Out HIV Screening, Counseling, and Placement
- C: Reserved
- D: Reserved
- E: Business Associate Agreement & Attestations
- F: Invoice
- G: Dispute Resolution Procedure for Health and Human Services Nonprofit Contractors
- H: Privacy Policy Compliance Standards
- I: Declaration of Compliance
- 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 Grant Terms

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 | |
| L. Client Fees and Third Party Revenue | 2. Description of Services |
| M. DPH Behavioral Health (BHS) Electronic Health Records (EHR) System | 3. Services Provided by Attorneys |

1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

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

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

N. Patients' Rights:

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

O. Under-Utilization Reports:

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

P. Quality Improvement:

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

- (1) Staff evaluations completed on an annual basis.
- (2) Personnel policies and procedures in place, reviewed and updated annually.
- (3) Board Review of Quality Improvement Plan.

Q. Working Trial Balance with Year-End Cost Report

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

R. Harm Reduction

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

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Type in the Program Name below, as it is shown in Appendix A:

- A-1: Methadone Maintenance
- A-2: Jail Methadone Courtesy Dosing Program
- A-3 HIV Set Aside: Routine Opt-Out HIV Screening, Counseling, and Placement

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.

1. Agency and Program Information

Bayview Hunters Point Foundation for Community Improvement

Program Name: Methadone Maintenance

1625 Carroll Street

San Francisco, CA 94124

Ph. (415) 822-8200

Fax: (415) 822-6822

www.bayviewci.org

Alfredta Nesbitt, Program Director, Substance Use Disorder Services

Ph. (415) 822-8200 x12

E-mail: alfredta.nesbitt@bayviewci.org

Program Code: 38164

2. Nature of Document

Original **Contract Amendment** **Internal Contract Revision**
 Providers of Behavioral Health Services

3. Goal Statement

To support clients in the development of a productive and independent life through the provision of appropriate medical, psychological, and case management treatment services to improve the clients' quality of life and support successful rehabilitation.

4. Target Population

San Francisco residents who are age 18 and over who have abused, are addicted or at-risk for addiction to heroin and suffer from its attendant mental health and physical health disorders, who are unable to cease the use of heroin without medical assistance. These individuals are primarily the African-American population and live in the following communities in the Southeast sector of San Francisco such as the Bayview Hunters Point and Sunnydale are targeted; however, any individual that resides in San Francisco.

5. Modality(ies)/Interventions

A. Modality: Methadone Maintenance

<i>Units of Service (UOS) Description</i>	<i>Units of Service</i>	<i>Unduplicated Clients (UDC)</i>
ODS Opiate/Narcotic Treatment (OTP/NTP) Dosing 190 Contracted slots x 365 days per yr x .80 (utilization rate) – UOS 55,290	55,290	172
ODS Opiate/Narcotic Treatment (OTP/NTP) Individual 4.3 FTE x 80 encounters per week x 46 weeks =	15,824	172
ODS Opiate/Narcotic Treatment (OTP/NTP Buprenorphine) 1 FTE x 10 encounters per week x 26 weeks =	450	3
Groups 60 clients x 1 (10 min. counseling increments) per month x 10 mos.	4,835	
Total UDC Served	76,399	172

6. Methodology

Program Description/Philosophy:

Substance Use Disorder (SUD) Services embraces the San Francisco Department of Public Health's principles of Harm Reduction and Cultural Competency to provide the highest quality treatment services for clients.

The Foundation operates an Opioid Treatment Program (OTP) model (formerly called Narcotic Treatment Program of NTP) that directly administers methadone medication on a daily basis. We meet federal admission, discharge and continued service criteria under 42 CFR 8.12 and California law.

The OTP has previously focused on Methadone maintenance to address opioid addiction. But now, to reflect new SUD treatment services requirements under the Drug Medi-Cal Organized Delivery System (DMC-ODS) pilot, the Foundation proposes to add on Office-Based Opioid Treatment (OBOT) component with enhanced ambulatory addiction treatment services for patients with an opioid and/or alcohol use disorder, with a focus on the provision of Medication Assisted Treatment (MAT). There will be a number of new therapies to be available to meet different levels of need (including buprenorphine, naloxone and disulfiram). We will also extend MAT therapy to patients who are solely trying to address addiction to alcohol.

Each client entering the Methadone Maintenance Program receives an intake assessment, ASAM multidimensional assessment, medical examination and a mental health status examination. No more than five percent of clients will be placed on a detoxification regimen designed to facilitate their transition to methadone maintenance treatment. Additionally, clients participate with counselors in developing and regularly reviewing their individualized treatment plans which identify quantifiable quarterly and annual goals. In the ongoing phases of treatment, clients are required to participate in individual counseling sessions. Support groups, structured educational experiences, and recovery activities are available on a voluntary basis for interested clients. All clients will come to the clinic daily for their methadone dosing.

All clients will be offered the opportunity to participate in both individual and group mental health counseling provided by the Bayview Hunters Point Foundation Mental Health services. Staff from both programs will hold regular case conferences to determine clients' needs, the best methodology for psychological support towards recovery and monitor client progress.

The Methadone Maintenance Treatment Program will also assist clients in reaching and maintaining productive opiate-free lives.

Additional Medication Assisted Treatment (MAT)

Antabuse- Disulfiram (for Alcohol Use Disorder)

Naloxone (Narcan)

Naltrexone

Buprenorphine MAT services will include:

- Orientation appointment in which induction procedures are reviewed
- Preliminary evaluation is completed
- Baseline lab work is drawn at this visit (physical)
- Consent forms are reviewed and signed
- 2nd appointment for client presents in withdrawal to begin induction

Buprenorphine and other therapies will be available on-site for clients.

Admission Criteria:

Clients seeking admission for Methadone Maintenance treatment must meet the following minimum criteria, which will be entered in their individual treatment records upon acceptance into the program:

- Confirmed and documented history of at least two years of addiction to opiates
- Confirmed history of two or more unsuccessful attempts in withdrawal treatment with subsequent relapse to illicit opiate use
- A minimum age of 18 years
- Certification by the physician of fitness for replacement narcotic therapy based upon physical examination, medical history, and indicated laboratory findings
- Evidence of observed signs of physical dependence

Intended and Average Length of Stay:

The intended length of stay for new clients admitted to the Methadone Maintenance Program is two (2) years. The current average length of stay is (3+) years. The goal is to taper the client off methadone as the client makes progress towards recovery. However, clients in consultation with his/her counselor, therapist and physician, may choose to remain on methadone if the methadone benefits the clients. Extended treatment can be provided based upon approved treatment plans and client involvement.

Criteria for Successful Participation:

1. Continued presence at the clinic for daily dosing and counseling sessions with primary counselor
2. Adherence to self-developed treatment goals
3. Adherence to daily presence at clinic for dosing and counseling sessions

Criteria for Successful Completion:

Successful completion of the program is on a continuum. It begins at the start of treatment and is recognized by the adherence to daily visits to the clinic and progresses to a client who is clean and sober, who no longer needs methadone treatment to remain heroin-free and who could be, based on client objectives, employable, connected to family, remaining arrest-free and with no visits to the Emergency Department at the hospital for substance use sickness or injury. The program uses client established treatment plan goals to define the place on the continuum where the client starts and ends.

Strategies:

The Methadone Maintenance Program's Administrative Staff manages its list of interested persons who are awaiting methadone maintenance services. The Medical Director and Methadone Program Coordinator have responsibility for holding regularly scheduled individual and group supervision sessions with the counseling staff. The dual purpose of these sessions is to both oversee the counseling staff's ongoing clinical work and to provide them with in-service training to further develop their skills for the continued operation of a client-directed and rehabilitation-oriented therapeutic milieu.

This milieu program will include the following levels of client participation:

- Intake and orientation
- Program operation
- Transition
- Aftercare

Upon admission, the clients work directly with his/her primary counselor to develop and complete an initial needs assessment and treatment plan. These documents become effective when the client's primary counselor signs them.

Needs Assessment

The needs assessment process for all Outpatient Methadone Maintenance clients includes:

- A summary of the client's psychological and sociological background, including specific educational and vocational experiences, skills (technical, vocational, artistic, etc.) and interests.
- The client's strengths, needs, abilities, and preferences which are documented in the client's own words
- An assessment of the client's needs for:
 - Dental, Vision, Health, Mental Health, and Complimentary Care
 - HIV, Hep "C" and Venereal Disease/Infectious Disease screening
 - Educational, economic, and legal services
 - Vocational habilitation and or rehabilitation

Treatment Plan

- Quantifiable short-term (requires 90 days or less to achieve) and long-term (requires over 90 days to achieve) goals to be achieved by the client that are based on identified needs with estimated target dates for their attainment
- Specific behavioral tasks the client must accomplish to achieve each treatment plan goal within the time period of the estimated target dates
- A description of the type, purpose and frequency of counseling and program activities the client will be participating in

- Clients' Primary Counselors will formally evaluate and update the needs assessments and treatment plans every three months (or sooner if indicated) from the date of clients' signed admission to the program. A twice a year review will also occur at joint mental health case conferences. This review process will be documented and includes:
 - An evaluation of the results stemming from the monthly progress notes
 - A summary of the client's progress or lack thereof towards achieving each of the identified goals in their previous treatment plan. Changes, adjustments and additions to the client needs assessment;
 - New goals and behavioral tasks for any newly identified needs, and related changes in the type and frequency of the counseling
 - Services being provided to the client as well as their level of participation in the program;
 - The completed, updated treatment plan becoming effective on the day the primary counselor signs it.

The Unit Coordinator of the Methadone Maintenance Program and the Medical Director will review all initial updated treatment plans and needs assessments within 14 calendar days from the effective dates of the plans. They both will countersign these documents upon their final review to signify concurrence with the findings and will both record and sign any amendments to the individual plans where it is deemed clinically or medically (for the Medical Director only) appropriate.

Outreach:

The Methadone Maintenance Program's primary outreach relationship is with the Behavioral Health Treatment Access. Additional outreach relationships have been developed with Project Homeless Connect (PHC), Southeast Health Center, and the PAES counseling service. Street outreach is also conducted to recruit clients.

Discharge Criteria for non-compliance:

Fourteen (14) days of no shows for dosing and threats or acts of violence against staff or other clients. Clients may request a fair hearing if they feel the discharge is unfair. In circumstances where clients are immediately discharged and terminated from the Methadone Maintenance Program, they are referred to other Narcotic Treatment Programs in the San Francisco Bay Area.

Schedule:

The schedule for Methadone Maintenance dosing is as follows:

DAYS	TIMES
Monday – Friday	6:15 a.m. – 11:00 a.m.
Saturday – Sunday	7:00 a.m. – 10:00 a.m.
Holidays	6:15 a.m. – 10:00 a.m.

Linkages:

Outside resources are regularly utilized for all Methadone Maintenance clients when they are ready to receive these services. Available are life skills classes, vocational training, job placement, counseling services and financial support. These programs include, Integrated Behavioral Health; Northern California Service League; San Francisco Homeless Connect; Bayview Mental Health Services; Westside Community Services; SF Department of Human Services County Adult Assistance Programs.

Staffing:

The Methadone Maintenance Program's medical, clinical and administrative staff ensures efficient and effective program operations and service delivery. Refer to Exhibit B for further information on staffing.

7. Objectives and Measurements

"All Objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Performance Objectives FY 17-18." The objectives that apply to this program are:

A.1, B.1, B.2, B.3, B.3.A, B4, D.6, D.11, D.12, D.16, D.18

8. Continuous Quality Improvement

The Bayview Hunters Point Narcotic Treatment Programs: Methadone Maintenance/Jail Dosing Programs CQI activities are designed to enhance, improve and monitor quality of services.

A. Our Program identifies areas of improvement through chart reviews and case conferences which are conducted on a monthly basis. Avatar reports are reviewed and reconciled on a monthly basis by the Medical Records Staff. Participants in the case conference meetings include the Medical Director, Staff Physician, Unit Coordinator/Supervisor and Counselors. Our counselors receives monthly supervision from the Unit Coordinator/Supervisor where they are advised on client cases such as treatment planning, continued care and discharge status.

To ensure continuous monitoring, a list of contract performance objectives is provided to all staff. Outcomes are reviewed, analyzed and reconciled for accuracy with the Avatar reports. An annual performance assessment and improvement plan is used to track outcomes of mandatory objectives and reviewed on a quarterly basis.

BHS does not prepare a report for the Jail Methadone Courtesy Dosing Program, as units of service for this program are not entered into Avatar. However, this program will prepare in-house reports for BHS as required, which will include units of service and the unduplicated client count.

B. Our Program monitors documentation quality by reviewing

case files through periodic reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Behavior Health Services (BHS), with standards and practices defined by Department of Health Care Services (DHCS) and Commission of Accredited Rehabilitative Facilities (CARF). To ensure compliance with documentation of treatment plans, case notes and timely signatures, monthly chart reviews are conducted by Medical Records Staff and Counselors, then discussed with the Unit Coordinator/Supervisor for follow-up issues.

All staff participates in annual documentation trainings provided internally and by Community Behavioral Health Services. Staff meetings are also held on a monthly basis as a venue where staff can discuss administrative and clinical issues.

- C. All program staff participates in an annual Cultural Competency/ Law, Ethics and Boundaries Training- geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored by Department of Public Health (DPH) and Behavior Health Services (BHS). A list of other staff trainings includes Code of Conduct, Documentation Review and Corporate Compliance.
- D. Bayview values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual Focus Groups and Client Satisfaction Surveys administered on an annual basis. Client's suggestions from Focus Groups are documented and then discussed with the multi-disciplinary staff. Changes that improve the efficacy, quality or outcomes of program services are prioritized for implementation. Results of the focus groups are posted throughout the facility which encourages clients to give additional feedback. We also provide a suggestion box for clients and staff. BHS client satisfaction results are reviewed and discussed with staff and clients.

Continuous quality improvement assures that program will remain licensed by the State Department of Health Care Services (DHCS), be in compliance with its licensing regulation and maintain accreditation as required through the Substance Abuse and Mental Health Services Administration (SAMSHA) under new federal regulations. The Foundation will work with Behavior Health Services (BHS) to meet and comply with all state and Drug Medi-Cal Waiver requirements to continue to offer Opioid Treatment Programs (OTP).

The Narcotic Treatment Programs: Methadone Maintenance/Detoxification, Jail Dosing Programs will comply with San Francisco Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Health Insurance Portability Accountability Act (HIPAA), and Cultural Competency. The Jail Methadone Courtesy Dosing Program is an ancillary program that is jail-based; therefore the client satisfaction surveys objective is waived.

1. Agency and Program Information:

Bayview Hunters Point Foundation for Community Improvement
 Jail Methadone Courtesy Dosing Program
 1625 Carroll Street
 Ph. (415) 822-8200
 San Francisco, CA 94124 Fax: (415) 822-6822
www.bayviewci.org

Alfredta Nesbitt, Program Director, Substance Use Disorder Services
 Ph. (415) 822-8200 x12
alfredta.nesbitt@bayviewci.org

Program Code: N/A

2. Nature of Document:

Check one **Original** **Contract Amendment** **Internal Contract Revision**

Provider of Behavioral Health Services

3. Goal Statement:

To provide daily doses of methadone to incarcerated clients as provided in community-based Narcotic Treatment Programs (whether Methadone Maintenance or Detoxification) in order to facilitate transition back to the community Narcotic Treatment Program once the client is released.

4. Target Population:

All programs target San Francisco residents who are abusing, addicted, or at-risk for addiction. The population served in this Jail Methadone Courtesy Dosing Program consists of multi-cultural, incarcerated adult male, female and transgender heroin abusers, who are unable to cease the use of heroin without medical assistance, currently registered in a Narcotic Treatment Program and are incarcerated in the San Francisco City and County jails.

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

A. Modality: Methadone Maintenance

B. Definition of Billable Services: See Appendix B CRDC

Units of Service (UOS) Description	Units of Service (UOS)	Unduplicated Clients (UDC)
<i>Dispensing:</i> <i>66 contracted slots x 365 days per yr x .79.53 (Utilization rate)=</i>	19,858	66
Total Unduplicated Clients		66

6. Methodology

Program Description/Philosophy:

The Jail Methadone Maintenance and Detoxification Programs provide methadone maintenance or detoxification dosing services to eligible incarcerated clients. The staff Dispensing Nurses for this program, after obtaining the appropriate documentation and medical orders from the treating physicians of the incarcerated clients' at their home clinics, provide daily methadone maintenance or detoxification dosing services as prescribed by the clients' clinic physicians.

The Jail Methadone Dosing Program embraces the San Francisco Department of Public Health's principles of Harm Reduction and Cultural Competency to provide the highest quality treatment service resources for clients. Adherence to these principles facilitates efforts by clients to return to successful community living in a productive and independent lifestyle as possible.

Admission Criteria:

Clients who become incarcerated while enrolled in a San Francisco County funded Narcotic Treatment Program.

Intended and Average Length of Stay:

The intended length of stay is less than 30 days. However, clients may receive jail dosing for more than 30 days based on the treating physician's orders and the Jail Health Services recommendation.

Strategies:

The Dispensing Nurses in this service unit identify on a daily basis, incarcerated clients in the San Francisco County Jails who are currently active on the rolls of a county funded Methadone Treatment Program. After receiving signed orders from clients' treating physicians in their respective Methadone Treatment Programs, the prescribed dose of methadone is prepared and delivered to the jails where the eligible clients are currently residing. Dispensing Nurses maintain all appropriate documentation regarding the dosing. The counseling requirement is waived for incarcerated clients.

Discharge Criteria for Non-Compliance:

The discharge standards for non-compliance are those which are applicable to and required by the client's home clinic. If clients are tapered off methadone while in jail, they cannot receive methadone after being tapered off. If clients are transferred to state prison, their participation in the program will be terminated as state prisons do not provide methadone dosing.

Schedule:

Dispensing Nurses deliver doses of methadone to San Francisco County Jails to eligible clients Mondays through Fridays. Methadone doses for weekends and holidays are prepared on Fridays and signed over to Jail Health Services staff to be administered.

Progression:

The treating physician in the community Narcotic Treatment Program establishes the progression of treatment for clients.

Linkages:

Bayview Hunters Point Substance Use Disorder Services maintains linkages with Jail Health Services and other San Francisco County funded Narcotic Treatment Programs (BAART-Geary/FACET, BAART-Market, San Francisco General Hospital OTOP, OBOT, Fort Help and Westside). These programs are in the process of developing a unified Memorandum of Understanding to guide the Jail Methadone Dosing process.

Staffing:

The Jail Methadone Maintenance and Detoxification Program's medical, clinical and administrative staff ensures efficient and effective program operation and service delivery. Refer to Exhibit B for further information on staffing.

7. Objectives and Measurements

"All objectives, and description of how objectives will be measured, are contained in the BHS document entitled Performance Objectives FY 17-18".

A.1, B.1, B.2, B.3, B.3.A, B4, D.6, D.11, D.12, D.16, D.18

8. Continuous Quality Improvement

The Bayview Hunters Point Narcotic Treatment Programs: Methadone Maintenance/Jail Dosing Programs CQI activities are designed to enhance, improve and monitor quality of services.

- A. Our Program identifies areas of improvement through chart reviews and case conferences which are conducted on a monthly basis. Avatar reports are reviewed and reconciled on a monthly basis by the Medical Records Staff. Participants in the case conference meetings include Medical Director/Staff Physician, Unit Coordinator/Supervisor and counselors. Our Counselors receives monthly supervision from the Unit Coordinator/Supervisor where they are advised on client cases such as treatment planning, continued care and discharge status.

To ensure continuous monitoring, a list of contract performance objectives is provided to all staff. Outcomes are reviewed, analyzed and reconciled for accuracy with the Avatar reports. An annual performance assessment and improvement plan is used to track outcomes of mandatory objectives and reviewed on a quarterly basis.

- B. Our Program monitors documentation quality by reviewing case files through periodic reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Behavior Health Services (BHS), with standards and practices defined by Department of Health Care Services (DHCS) and Commission of Accredited Rehabilitative Facilities (CARF). To ensure compliance with documentation of treatment plans, case notes and timely signatures, monthly chart reviews are conducted by Medical Records Staff and Counselors; then discussed with Unit Coordinator/Supervisor for follow-up issues. All staff participates in annual documentation trainings provided internally and by Behavioral Health

Services (BHS). Staff meetings are also held on a monthly basis as a venue where staff can discuss administrative and clinical issues.

C. All program staff participates in an annual Cultural Competency/

Law, Ethics and Boundaries Training- geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored by DPH and BHS.

BHS does not prepare a report for the Jail Methadone Courtesy Dosing Program, as units of service for this program are not entered into Avatar. However, this program will prepare in-house reports for BHS as required, which will include units of service and the unduplicated client count.

D. Bayview values client opinions and suggestions for program improvements.

Clients are provided an opportunity to express their views through annual focus groups and client satisfaction surveys administered on an annual basis. Clients suggestions from focus groups are documented and then discussed with the multi-disciplinary staff. Changes that improve the efficacy, quality or outcomes of program services are prioritized for implementation. Results of the focus groups are posted throughout the facility which encourages clients to give additional feedback. We also provide a suggestion box for clients and staff. BHS client satisfaction results are reviewed and discussed with staff and clients.

Continuous quality improvement assures that program will remain licensed by the State Department of Health Care Services (DHCS), be in compliance with its licensing regulation and maintain accreditation as required through the Substance Abuse and Mental Health Services Administration (SAMSHA) under new federal regulations.

The Narcotic Treatment Programs: Methadone Maintenance/Detoxification, Jail Dosing Programs will comply with San Francisco Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Health Insurance Portability Accountability Act (HIPAA), and Cultural Competency. The Jail Methadone Courtesy Dosing Program is an ancillary program that is jail-based; therefore the client satisfaction surveys objective is waived.

1. Agency and Program Information:

Bayview Hunters Point Foundation for Community Improvement
 HIV Set Aside: Routine Opt-Out HIV Screening, Counseling, and Placement
 1625 Carroll Street
 San Francisco, CA 94124
 Ph. (415) 822-8200 Fax (415) 822-6822
www.bayviewci.org
 Alfredta Nesbitt, Program Director, Substance Abuse Services
 Ph. (415) 822-8200 x12
www.alfredta.nesbitt@bayviewci.org
 Program Code: 38164

2. Nature of Document

New Renewal Modification

3. Goal Statement

The goal of opt-out HIV screening is to reduce the spread of HIV/AIDS by providing routine testing to clients who are enrolled in our narcotic treatment program. In addition, it is the program's goal to reduce risk among clients who are at-risk for HIV infection and to link those who test positive for HIV to care.

4. Target Population

The program targets adults aged eighteen and over who are being admitted to the Narcotic Treatment Program and those who are presently enrolled in the Narcotic Treatment Program, who are addicted, abusing, or at-risk for addiction and do not know their HIV status. The African-American population and the following communities in the Southeast sector of San Francisco such as the Bayview Hunters Point and Sunnyside are targeted. However, any individual may reside anywhere in San Francisco. Those individuals who are also homeless/indigent are also targeted.

Program services will also be offered to the partners of clients served by the Narcotic Treatment Program and to the targeted populations in the communities of Bayview Hunters Point, Sunnyside, and Potrero Hill.

5. Modality(ies)/Intervention

A. Modality: Ancillary Services

Strategy 65 – HIV Early Intervention Services. Those activities involved in the prevention and delay of the progression of HIV by encouraging HIV counseling, testing, assessment of the progression of the disease and the provision of prophylactic and anti-viral prescription drugs.

<i>Program A</i>	<i>B</i>	<i>C</i>	<i>D</i>
<i>Units of Service (UOS) Description</i>	<i>Units of Service</i>	<i>Number of Clients</i>	<i>Unduplicated Clients (UDC)</i>
<i>Testing 1,250 x 1 cycle 1 Cycle equals Pre-Counseling plus Blood</i>	<i>250</i>	<i>200</i>	<i>200</i>

<i>Draw/Test plus Post-Counseling and Results plus Referral equals 197 cycles</i>			
Total UOS Delivered	250	200	200
Total UDC Served			

6. Methodology

Program Description/Philosophy:

“Opt-out” HIV screening means that medical care providers do not need to obtain written consent for HIV testing and may incorporate testing as part of primary or general medical care. Prior to ordering a test that identifies infection with HIV, a medical care provider shall inform the client that the test is planned, provide information about the test, inform the patient that there are numerous treatment options available for a client who tests positive for HIV and that a person who tests negative for HIV should continue to be routinely tested but advise the client that he or she has the right to decline the test. If a client declines the test, the medical care provider shall note that fact in the client’s medical file. A significant program goal of opt-out HIV screening is disclosure of HIV status to potential and/or current sexual and/or needle sharing partners and program design should prioritize the completion of this phase, as well as successful linkage strategies for those patients testing HIV-positive.

HIV/AIDS is having a devastating effect on poor communities and communities of color. Combined with substance use and abuse these effects are compounded and pose a significant threat to the continued well-being of these communities. This program is designed to reduce the negative effects of HIV/AIDS and improve the life of the recovering client. For those seeking treatment for addiction this program embodies a belief that early detection can prolong both the quantity and quality of a person’s life, that no one needs to face this disease alone and that families and their support are integral to long-term survival. This philosophy echoes the goal of this program which is to reduce risk of HIV infection and link those who are HIV positive to care. The treatment philosophy of this program is to fully embrace the principles of Harm Reduction and Cultural Competency in order to provide the highest quality treatment services and resources for clients.

Admission Criteria:

Clients being treated in one of the Bayview Substance Use Disorder Services treatment programs, who are residents of San Francisco and have a history of substance use disorder or those who are in treatment and do not know their HIV status.

Strategies:

Each program participant will receive the following services:

- At the time of admission/induction to treatment and annually, each client will be informed that they will receive an HIV test, which they may decline to take.
- Intake assessment to determine clients' needs and HIV-related risk behaviors;
- Individualized treatment plan and risk-reduction plans will be developed to reduce HIV-related drug and sexual risk behaviors.
- Post-test counseling will be conducted after test results have been received by the program. If client tests HIV positive, referrals to care will be made.

- Individual and group counseling, referrals, partner disclosure, and follow-up services for individual and partner of individual in the narcotic treatment program who is receiving services
- Advocacy and assistance with appropriate health and social service agencies

Schedule:

Services are available Monday through Friday, 6:00am to 2:00pm.

A typical weekly schedule would be:

Monday – Friday: Intake, risk reduction counseling, and advocacy.

Progression:

A client's need for support services and risk-reduction counseling is usually intensified during the initial stages of treatment. However, support services and risk-reduction counseling will remain ongoing as long as the client remains in treatment. For those who opt-out of HIV screening or still have not been screened, counselors will check-in with those clients every 90 days about getting tested for HIV. Additionally, treatment plans are revised and updated every 90 days. All clients' risk will be re-assessed for HIV infection every 90 days, and all clients will receive ongoing risk reduction counseling.

Linkages:

The primary linkages are in-house with the other Bayview Substance Use Disorder treatment units for HIV-positive clients in need of substance use treatment. For HIV-positive clients in need of medical services, referrals are made to the Southeast Health Center, the Early Access Medical Clinic at San Francisco General Hospital, Southeast Partnership for Health-Center of Excellence, and the Early Intervention Program at Southeast Health Center. Other linkages that the program has include the Centralized Opiate Program Evaluation (COPE), Project Homeless Connect (PHC), the PAES counseling service, Bayview Mental Health program, and Swords to Plowshares.

Staffing:

The program's clinical and administrative staff ensures efficient and effective program operation and service delivery. Refer to Exhibit B for more information on staffing.

7. Objectives and Measurements

A. Standardized Objectives

“All objectives and descriptions of how objectives will be measured are contained in the Userdocument entitled Performance Objectives FY 17-18.”

8. Continuous Quality Improvement

The Bayview Hunters Point Narcotic Treatment Programs: Methadone Maintenance/Jail Dosing Programs CQI activities are designed to enhance, improve and monitor quality of services.

- A. Our Program identifies areas of improvement through chart reviews and case conferences which are conducted on a monthly basis. Avatar reports are reviewed and reconciled on a monthly basis by the Medical Records Staff. Participants in the case conference meetings include Medical

Director/Staff Physician, Unit Coordinator/Supervisor and counselors. Our Counselors receives monthly supervision from the Unit Coordinator Supervisor where they are advised on client cases such as treatment planning, continued care and discharge status.

To ensure continuous monitoring, a list of contract performance objectives is provided to all staff. Outcomes are reviewed, analyzed and reconciled for accuracy with the Avatar reports. An annual performance assessment and improvement plan is used to track outcomes of mandatory objectives and reviewed on a quarterly basis.

B. Our Program monitors documentation quality by reviewing case files through periodic reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Behavior Health Services (BHS), with standards and practices defined by Department of Health Care Services (DHCS) and Commission of Accredited Rehabilitative Facilities (CARF). To ensure compliance with documentation of treatment plans, case notes and timely signatures, monthly chart reviews are conducted by Medical Records Staff and Counselors, then discussed with the Unit Coordinator/Supervisor for follow-up issues. All staff participates in annual documentation trainings provided internally and by BHS. Staff meetings are also held on a monthly basis as a venue where staff can discuss administrative and clinical issues.

C. All program staff participates in an annual Cultural Competency/Law, Ethics and Boundaries Training- geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored by Department of Public Health (DPH) and Community Behavior Health Services (CBHS).

BHS does not prepare a report for the Jail Methadone Courtesy Dosing Program, as units of service for this program are not entered into Avatar. However, this program will prepare in-house reports for BHS as required, which will include units of service and the unduplicated client count.

D. Bayview values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual focus groups and client satisfaction surveys administered on an annual basis. Client's suggestions from focus groups are documented and then discussed with the multi-disciplinary staff. Changes that improve the efficacy, quality or outcomes of program services are prioritized for implementation. Results of the focus groups are posted throughout the facility which encourages clients to give additional feedback. We also provide a suggestion box for clients and staff. CBHS client satisfaction results are reviewed and discussed with staff and clients.

Continuous quality improvement assures that program will remain licensed by the State Department of Health Care Services (DHCS), be in compliance with its licensing regulation and maintain accreditation as required through the Substance Abuse and Mental Health Services Administration (SAMSHA) under new federal regulations.

The Narcotic Treatment Programs: Methadone Maintenance/Detoxification, Jail Dosing Programs will comply with San Francisco Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Health Insurance Portability Accountability Act (HIPAA) and Cultural Competency. The Jail Methadone Courtesy Dosing Program is an ancillary program that is jail-based; therefore the client satisfaction surveys objective is waived.

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 MHSA Fund of the CONTRACTOR'S allocation for the applicable fiscal year.

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

2. Program Budgets and Final Invoice

A. Program are listed below:

- B-1: Methadone Maintenance
- B-2: Jail Methadone Courtesy Dosing Program
- B-3 HIV Set Aside: Routine Opt-Out HIV Screening, Counseling, and Placement

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 Eight Million One Hundred Twenty Three Thousand Five Hundred Dollars (\$8,123,500) for the period of July 1, 2017 through June 30, 2022.

CONTRACTOR understands that, of this maximum dollar obligation, \$870,375 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows,

notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

July 1, 2017 - June 30, 2018	\$ 1,450,625
July 1, 2018 - June 30, 2019	\$ 1,450,625
July 1, 2019 - June 30, 2020	\$ 1,450,625
July 1, 2020 - June 30, 2021	\$ 1,450,625
July 1, 2021 - June 30, 2022	\$ 1,450,625
total	\$ 7,253,125
Contingency	\$ 870,375
Grand Total	\$ 8,123,500

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 00341								Appendix B, Page 1
Contractor Name Bayview Hunters Point Foundation								Fiscal Year 2017-2018
Contract CMS # 7914, FSP CID # 1000008696								Funding Notification Date 12/22/17
Contract Appendix Number	B-1	B-2	B-3					
Provider Number	383816	383816	N/A					
Program Name(s)	Methodone Maintenance	Jail Methodone Courtesy Dosing	Infectious Disease Testing for Drug Users					
Program Codes	38164	N/A	N/A					
Funding Term	7/1/17 - 6/30/18	7/1/17 - 6/30/18	7/1/17 - 6/30/18					
FUNDING USES							TOTAL	
Salaries	\$ 426,493	\$ 109,930	\$ 5,960				\$ 542,383	
Employee Benefits	\$ 137,774	\$ 30,426	\$ 1,885				\$ 170,085	
Subtotal Salaries & Employee Benefits	\$ 564,267	\$ 140,356	\$ 7,845	\$ -	\$ -	\$ -	\$ 712,468	
Operating Expenses	\$ 448,778	\$ 85,734	\$ 14,438				\$ 548,950	
Capital Expenses	\$ -						\$ -	
Subtotal Direct Expenses	\$ 1,013,045	\$ 226,090	\$ 22,283	\$ -	\$ -	\$ -	\$ 1,261,418	
Indirect Expenses	\$ 151,955	\$ 33,910	\$ 3,342				\$ 189,207	
Indirect %	15.0%	15.0%	15.0%	0.0%	0.0%	0.0%	15.0%	
TOTAL FUNDING USES	\$ 1,165,000	\$ 260,000	\$ 25,625	\$ -	\$ -	\$ -	\$ 1,450,625	
						Employee Fringe Benefits %	34.6%	
BHS MENTAL HEALTH FUNDING SOURCES								
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
BHS SUBSTANCE ABUSE FUNDING SOURCES								
SA FED - DMC FFP, CFDA #93.778	\$ 698,750						\$ 698,750	
SA STATE - DMC	\$ 376,250						\$ 376,250	
SA COUNTY - General Fund	\$ 90,000	\$ 260,000					\$ 350,000	
							\$ -	
							\$ -	
							\$ -	
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	\$ 1,165,000	\$ 260,000	\$ -	\$ -	\$ -	\$ -	\$ 1,425,000	
OTHER DPH FUNDING SOURCES								
HPS COUNTY HPS GF			\$ 25,625				\$ 25,625	
							\$ -	
							\$ -	
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ 25,625	\$ -	\$ -	\$ -	\$ 25,625	
TOTAL DPH FUNDING SOURCES	\$ 1,165,000	\$ 260,000	\$ 25,625	\$ -	\$ -	\$ -	\$ 1,450,625	
NON-DPH FUNDING SOURCES								
							\$ -	
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,165,000	\$ 260,000	\$ 25,625	\$ -	\$ -	\$ -	\$ 1,450,625	
Prepared By Brad Akard				Phone Number		415 468 5100		

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

Contractor Name: <u>Bayview Hunters Point Foundation</u>					Appendix #	B-1
Provider Name: <u>Bayview Hunters Point Foundation</u>					Page #	2
Provider Number: <u>383816</u>					Fiscal Year	2017-2018
					Funding Notification Date	12/22/17
Program Name	Methadone Maintenance	Methadone Maintenance	Methadone Maintenance	Methadone Maintenance		
Program Code	38164	38164	38164	38164		
Mode/SFC (MH) or Modality (SA)	ODS-120	ODS-120	ODS-120	ODS-117		
Service Description	ODS NTP Methadone - all services	ODS NTP Methadone - all services	ODS NTP Methadone - all services	ODS NTP MAT Buprenorphine		
Service Description Detail	Methadone Dosing	Individual Counseling	Group Counseling	Buprenorphine Dosing		
Funding Term	7/1/17 - 6/30/18	7/1/17 - 6/30/18	7/1/17 - 6/30/18	7/1/17 - 6/30/18		
FUNDING USES						TOTAL
Salaries & Employee Benefits	351,079	200,757	8,032	4,399		564,267
Operating Expenses	279,223	159,668	6,388	3,499		448,778
Capital Expenses	-	-	-	-		-
Subtotal Direct Expenses	630,302	360,425	14,420	7,898		1,013,045
Indirect Expenses	94,544	54,063	2,163	1,185		151,955
TOTAL FUNDING USES	724,846	414,488	16,583	9,083		1,165,000
BHS MENTAL HEALTH FUNDING SOURCES						
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-		-
BHS SUBSTANCE ABUSE FUNDING SOURCES						
Accounting Code						
SA FED - DMC FFP, CFDA #93.778	HMHSACCRES227	434,754	248,604	9,945	5,447	698,750
SA STATE - DMC	HMHSACCRES227	234,098	133,863	5,356	2,933	376,250
SA COUNTY - General Fund	HMHSACCRES227	55,994	32,021	1,282	703	90,000
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	724,846	414,488	16,583	9,083		1,165,000
OTHER DPH FUNDING SOURCES						
TOTAL OTHER DPH FUNDING SOURCES	-	-	-	-		-
TOTAL DPH FUNDING SOURCES	724,846	414,488	16,583	9,083		1,165,000
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES	-	-	-	-		-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	724,846	414,488	16,583	9,083		1,165,000
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	400					
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
DPH Units of Service	55,290	26,967	4,835	450		
Unit Type	Dosing: Daily Individual and Group: 10 Minutes	Dosing: Daily Individual and Group: 10 Minutes	Dosing: Daily Individual and Group: 10 Minutes	Dose	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 13.11	\$ 15.37	\$ 3.43	\$ 20.18	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 13.11	\$ 15.37	\$ 3.43	\$ 20.18	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 13.11	\$ 15.37	\$ 3.43	\$ 20.18		
Unduplicated Clients (UDC)	172	included	included	included		Total UDC 172

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Methadone Maintenance
 Program Code: 38164

Appendix #: B-1
 Page #: 3
 Fiscal Year: 2017-2018
 Funding Notification Date: 12/22/17

Position Title	TOTAL		HMHSCRES227											
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director of Narcotics & Substance Abuse	0.63	\$ 52,162	0.63	52,162										
Administrative Assistant	0.72	\$ 26,880	0.72	26,880										
Medical Records/ Billing Technician	0.66	\$ 24,605	0.66	24,605										
Intake/Billing Clerk	0.66	\$ 19,930	0.66	19,930										
Nurse Practitioner/ Physician	0.40	\$ 55,366	0.40	55,366										
LVN/ Coordinator	0.46	\$ 31,700	0.46	31,700										
Licensed Vocational Nurse	1.55	\$ 80,639	1.55	80,639										
Methadone Coordinator	0.80	\$ 42,928	0.80	42,928										
Counselor	2.41	\$ 92,283	2.41	92,283										
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
Totals:	8.29	\$ 426,493	8.29	\$ 426,493	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Fringe Benefits:	32%	\$ 137,774	32%	137,774	0.00%		0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 564,267		\$ 564,267		\$ -		\$ -		\$ -		\$ -		\$ -

BUDGET JUSTIFICATION

Contractor Name: Bayview Hunters Point Foundation
 Program Name: Methadone Maintenance

Appendix #: B-1
 Fiscal Year: 2017-2018

1a) SALARIES

Staff Position 1: Director of Narcotics & Substance Abuse				
Brief description of job duties: Responsible for the day to day operations of the program - assesses the needs and ensure that program objectives are met. Provides direction and supervision to staff. Coordinates program activities.				
Minimum qualifications: Masters Degree preferred or Bachelor's Degree in related field with 7 years experience in non profit management and providing staff supervision, good written and verbal communication skills, possess problem solving and decision making skills.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$53,369	0.63	12	1	\$ 52,162

Staff Position 2: Administrative Assistant				
Brief description of job duties: Provide general administrative and clerical support; perform data entry and scan documents; answer incoming calls; maintain office supplies and equipment for department.				
Minimum qualifications: Associates degree required; 2 years experience of hands on administrative support; proficiency in MS Word, Excel and Outlook and must have knowledge of operating standard office equipment; excellent communication skills - written and verbal.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$37,226	0.72	12	1	\$ 26,880

Staff Position 3: Medical Records/Billing Technician				
Brief description of job duties: This position is responsible for oversight of client initial intakes, service billings, and data collection and input; collection and accounting of client fees.				
Minimum qualifications: High School Diploma, supplemented by completion of a prescribed course in Medical Records Literalship in a accredited school, or 3 years experience in general office procedures, including data entry. Must be proficient in MSWord and Excel.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$37,440	0.66	12	1	\$ 24,605

Staff Position 4: Intake/Billing Clerk				
Brief description of job duties: Assist in Intake process; billing and payment documentation; data input, telephone backup; charting assistance, and related intake and billing functions.				
Minimum qualifications: High School graduate, supplemented by work experience in medical billing and intake functions. Ability to use current computer and calculator technology, must be organized, review and update intake and billing related areas of clients charts.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$30,328	0.66	12	1	\$ 19,930

Staff Position 5: Nurse Practitioner/ Physician				
Brief description of job duties: Responsible for providing evaluation/medical examinations to new clients and re-evaluation/medical examination of clients on an annual basis. Performs limited laboratory, phlebotomy and test procedures.				
Minimum qualifications: Licensed Family Nurse Practitioner or PA in the State of California; 2 years experience working in a community based setting/clinic.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$157,634	0.40	12	1	\$ 65,386

Staff Position 6: LVN/ Coordinator				
Brief description of job duties: Oversees and directs the dispensing department. Ensures that department is in compliance with all regulatory procedures. Ensures that staff is trained in the use of dispensing equipment, writes reports, supervise dispensing staff. Ensures that medical logs are accurate.				
Minimum qualifications: Licensed Registered Nurse or LVN with the State of California; 3 years supervisory experience. Excellent written and communication skills.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$68,293	0.46	12	1	\$ 31,700

Staff Position 7: Licensed Vocational Nurse				
Brief description of job duties: Responsible for dispensing methadone daily based upon written prescription from Medical Director; responsible for delivering medication to the SF county jails.				
Minimum qualifications: Licensed Registered Nurse or LVN with the State of California; 3 years supervisory experience. Excellent written and communication skills.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$62,000	1.55	12	1	\$ 80,636

Staff Position 8: Methadone Coordinator				
Brief description of job duties: Responsible for oversight and supervision to the program counselors; consults with medical staff, clinical staff and the program director around clinical and operational activities.				
Minimum qualifications: Licensed Registered Nurse or LVN with the State of California; 3 years supervisory experience. Excellent written and communication skills.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$53,488	0.80	12	1	\$ 42,628

Staff Position 9: Counselor				
Brief description of job duties: Meet with clients to evaluate their substance problem, collaborate with client in the formulation of an individual recovery plan that is reviewed and modified with client on a regular basis, lead group and individual sessions, maintain written and computerized records and other program documentation.				
Minimum qualifications: Bachelors Degree and current certification or registration with DADP; one year experience working with high risk adults. Excellent communication, writing and computer skills.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$36,356	2.41	12	1	\$ 92,383

Total FTE: 8.29 Total Salaries: \$ 426,463

BUDGET JUSTIFICATION

Contractor Name: Bayview Hunters Point Foundation
 Program Name: Malhadone Maintenance

Appendix #: B-1
 Fiscal Year: 2017-2018

1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	\$ 32,627
Retirement	\$ 8,530
Medical	\$ 84,619
Dental	\$ 8,966
Unemployment Insurance	\$ 4,774
Disability Insurance	\$ 8,885
Paid Time Off	\$ 8,393
Other (Workers Compensation Insurance)	\$
Total Fringe Benefit:	137,774
Fringe Benefit %:	32%
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:	564,267

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Rent	Rent of clinical and office space, partial year funding	12,833	154,000
Utilities	Power, water, telephone, scavenger, partial year	4,500	54,000
Building Repair/Maintenance	Jenitorial services & supplies, bldg repair, partial year funding	2,843	34,118
Total Occupancy:			242,118

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Office supplies, recruiting costs, postage, partial year funding	1,274	15,262
Program Supplies	Lab tests, medical supplies & disposal, project supplies, security services, Partial year funding	3,605	43,255
Computer Hardware/Software	Maintain & service Malasoft & other workstation eqpt	860	11,518
Total Materials & Supplies:			70,055

General Operating:

Expense Item	Brief Description	Rate	Cost
Training/Staff Development	Employee training	58.35	700
Insurance	Liability insurance, partial year funding	1,346	16,156
Professional License	DADP & other licenses, partial funding	1,485	17,853
Equipment Lease & Maintenance	Copier & phone system lease, partial funding	400	4,800
Total General Operating:			39,509

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost
parking at off-site training & meetings	Van Ness Ave	Local Travel	15/day	218
Total Staff Travel:				218

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost
Alexis Williams, MD	Administer medical services, plan & supervise treatment, partial year funding	1000/week	48,436
Catherine Olson, MD	Administer medical services, plan & supervise treatment, partial year funding	1000/week	46,439
Total Consultants/Subcontractors:			96,878

Other:

Expense Item	Brief Description	Rate	Cost
Total Other:			-
TOTAL OPERATING EXPENSES:			448,778

3) CAPITAL EXPENDITURES: (If needed: A unit valued at \$5,000 or more)

Capital Expenditure Item	Brief Description	Cost
TOTAL CAPITAL EXPENDITURES:		-

TOTAL DIRECT COSTS: 1,613,045

4) INDIRECT COSTS

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)	Amount
	151,055
Indirect costs are determined by assigning the ratio of each program's total direct costs to the total direct costs of all programs. Indirect costs are the actual costs of administering the organization as a whole.	

Indirect Rate: 15%

TOTAL INDIRECT COSTS: 151,055

TOTAL EXPENSES: 1,165,000

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

Contractor Name: Bayview Hunters Point Foundation		Appendix #		B-2
Provider Name: Bayview Hunters Point Foundation		Page #		6
Provider Number: 383816		Fiscal Year		2017-2018
		Funding Notification Date		12/22/17
Program Name	Jail Methadone Courtesy Dosing			
Program Code	N/A			
Mode/SFC (MH) or Modality (SA)	NTP-41			
Service Description	SA-Narcotic Tx Prog OP Meth Detox (OMD)			
Funding Term	7/1/17 - 6/30/18			
FUNDING USES				TOTAL
Salaries & Employee Benefits	140,356	-	-	140,356
Operating Expenses	85,734	-	-	85,734
Capital Expenses	-	-	-	-
Subtotal Direct Expenses	226,090	-	-	226,090
Indirect Expenses	33,910	-	-	33,910
TOTAL FUNDING USES	260,000	-	-	260,000
BHS MENTAL HEALTH FUNDING SOURCES				
				-
				-
				-
				-
				-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-
BHS SUBSTANCE ABUSE FUNDING SOURCES				
Accounting Code				
SA COUNTY - General Fund	HMHSCRES227	260,000	-	260,000
		-	-	-
		-	-	-
		-	-	-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	260,000	-	-	260,000
OTHER DPH FUNDING SOURCES				
				-
				-
				-
TOTAL OTHER DPH FUNDING SOURCES	-	-	-	-
TOTAL DPH FUNDING SOURCES	260,000	-	-	260,000
NON-DPH FUNDING SOURCES				
				-
				-
TOTAL NON-DPH FUNDING SOURCES	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	260,000	-	-	260,000
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	Cost Reimbursement (CR)			
DPH Units of Service	19,832			
Unit Type	Slot days	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 13.11	\$ -	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 13.11	\$ -	\$ -	
Published Rate (Medi-Cal Providers Only)				Total UDC
Unduplicated Clients (UDC)	66			66

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Jail Methadone Courtesy Dosing
 Program Code: N/A

Appendix #: B-2
 Page #: 7
 Fiscal Year: 2017-2018
 Funding Notification Date: 12/22/17

Position Title	TOTAL		HMHSCRES227											
	7/1/17 - 6/30/18		7/1/17 - 6/30/18											
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director of Narcotics & Substance Abuse	0.16	\$ 13,700	0.16	13,700										
Administrative Assistant	0.10	\$ 3,730	0.10	3,730										
Medical Records/ Billing Technician	0.21	\$ 7,787	0.21	7,787										
Intake/Billing Clerk	0.19	\$ 5,713	0.19	5,713										
LVN/ Coordinator	0.40	\$ 27,000	0.40	27,000										
Licensed Vocational Nurse	1.00	\$ 52,000	1.00	52,000										
	0.00	\$ -		-										
	0.00	\$ -		-										
	0.00	\$ -		-										
	0.00	\$ -		-										
	0.00	\$ -		-										
Totals:	2.06	\$ 109,930	2.06	\$ 109,930	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Fringe Benefits:	28%	\$ 30,426	28%	30,426	0.00%		0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 140,356		\$ 140,356		\$ -		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Jail Methadone Courtesy Dosing
 Program Code: N/A

Appendix #: B-2
 Page #: 8
 Fiscal Year: 2017-2018
 Funding Notification Date: 12/22/17

Expense Categories & Line Items	TOTAL	HMHSCRES227			
Term:	<u>7/1/17 - 6/30/18</u>	<u>7/1/17 - 6/30/18</u>			
Rent	\$ 32,500	\$ 32,500			
Utilities(telephone, electricity, water, gas)	\$ 10,000	\$ 10,000			
Building Repair/Maintenance	\$ 11,600	\$ 11,600			
Occupancy Total:	\$ 54,100	\$ 54,100	\$ -	\$ -	\$ -
Office Supplies	\$ 2,500	\$ 2,500			
Photocopying	\$ -	\$ -			
Program Supplies	\$ 9,431	\$ 9,431			
Computer Hardware/Software	\$ 3,300	\$ 3,300			
Materials & Supplies Total:	\$ 15,231	\$ 15,231	\$ -	\$ -	\$ -
Training/Staff Development	\$ 500	\$ 500			
Insurance	\$ 4,000	\$ 4,000			
Professional License	\$ 3,000	\$ 3,000			
Permits	\$ -	\$ -			
Equipment Lease & Maintenance	\$ 1,750	\$ 1,750			
General Operating Total:	\$ 9,250	\$ 9,250	\$ -	\$ -	\$ -
Local Travel	\$ 7,153	\$ 7,153			
Out-of-Town Travel	\$ -	\$ -			
Field Expenses	\$ -	\$ -			
Staff Travel Total:	\$ 7,153	\$ 7,153	\$ -	\$ -	\$ -
Consultant/Subcontractor:	\$ -	\$ -			
	\$ -	\$ -			
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -	\$ -			
	\$ -	\$ -			
	\$ -	\$ -			
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 85,734	\$ 85,734	\$ -	\$ -	\$ -

BUDGET JUSTIFICATION

Contractor Name: Bayview Hunters Point Foundation
Program Name: Jail Methadone Courtesy Dosing

Appendix #: B-2
Fiscal Year: 2017-2018

BUDGET JUSTIFICATION

Contractor Name: Bayview Hunters Point Foundation
 Program Name: Jail Methadone Courtesy Dosing

Appendix #: B-2
 Fiscal Year: 2017-2018

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Rent	Rent of clinical and office space, parking space.	2,708	32,600
Utilities	Power, water, telephone, scavenger	833	10,000
Building Repair/Maintenance	Janitorial services & supplies, bldg repair	967	11,600
Total Occupancy:			54,100

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Office supplies, recruiting costs, postage	208	2,600
Program Supplies	Lab tests, medical supplies & disposal, project supplies, security services	786	9,431
Computer Hardware/Software	Maintain & support Metasoft and workstations	275	3,300
Total Materials & Supplies:			15,231

General Operating:

Expense Item	Brief Description	Rate	Cost
Training/Staff Development	Employee training	42	500
Insurance	Liability insurance	333	4,000
Professional License	DADP & other licenses	250	3,000
Equipment Lease & Maintenance	Copier & phone system lease	146	1,750
Total General Operating:			9,250

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost
Daily travel to local jail to deliver methadone to incarcerated patients	475 7th Street	Vehicle lease, insurance, gas, repairs	59	7,153
Total Staff Travel:				7,153

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost
Total Consultants/Subcontractors:			-

Other:

Expense Item	Brief Description	Rate	Cost
Total Other:			-

TOTAL OPERATING EXPENSES: 85,734

3) CAPITAL EXPENDITURES: (If needed. A unit valued at \$5,000 or more)

Capital Expenditure Item	Brief Description	Cost

TOTAL CAPITAL EXPENDITURES: -

TOTAL DIRECT COSTS: 226,090

4) INDIRECT COSTS

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)	Amount
	33,910
Indirect costs are determined by assigning the ratio of each programs total direct costs to the total direct costs of all programs. Indirect costs are the actual costs of administering the organization as a whole.	

Indirect Rate: 15%
TOTAL INDIRECT COSTS: 33,910

TOTAL EXPENSES: 260,000

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

Contractor Name: Bayview Hunters Point Foundation		Appendix #	B-3
Provider Name: Bayview Hunters Point Foundation		Page #	10
Provider Number: N/A		Fiscal Year	2017-2018
		Funding Notification Date	12/22/17
Program Name	Infectious Disease Testing for Drug Users		
Program Code	N/A		
Mode/SFC (MH) or Modality (SA)	N/A		
Service Description	HIV Counseling and Testing Services		
Funding Term	7/1/17 - 6/30/18		
FUNDING USES			TOTAL
Salaries & Employee Benefits	7,845	-	7,845
Operating Expenses	14,438	-	14,438
Capital Expenses	-	-	-
Subtotal Direct Expenses	22,283	-	22,283
Indirect Expenses	3,342	-	3,342
TOTAL FUNDING USES	25,625	-	25,625
BHS MENTAL HEALTH FUNDING SOURCES			
			-
			-
			-
			-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	-
BHS SUBSTANCE ABUSE FUNDING SOURCES			
SA COUNTY - General Fund			-
			-
			-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	-
OTHER DPH FUNDING SOURCES			
HPS COUNTY HPS GF	HCHMPREVNFGF	25,625	-
			-
TOTAL OTHER DPH FUNDING SOURCES	25,625	-	25,625
TOTAL DPH FUNDING SOURCES	25,625	-	25,625
NON-DPH FUNDING SOURCES			
			-
TOTAL NON-DPH FUNDING SOURCES	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	25,625	-	25,625
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	Cost Reimbursement (CR)		
DPH Units of Service	205		
Unit Type	Number of HIV Tests	0	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 125.00	\$ -	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 125.00	\$ -	\$ -
Published Rate (Medi-Cal Providers Only)			Total UDC
Unduplicated Clients (UDC)	172		172

Appendix B - DPH 3: Salaries & Benefits Detail

Program Name: Infectious Disease Testing for Drug Users
 Program Code: N/A

Appendix #: B-3
 Page #: 11
 Fiscal Year: 2017-2018
 Funding Notification Date: 12/22/17

Position Title	TOTAL		HCHIVPREVNGF											
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
	7/1/17 - 6/30/18		7/1/17 - 6/30/18											
Director of Narcotics & Substance Abuse	0.06	\$ 5,960	0.06	\$ 5,960										
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
Totals:	0.06	\$ 5,960	0.06	\$ 5,960	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Employee Fringe Benefits:	32%	\$ 1,885	32%	\$ 1,885	0.00%		0.00%		0.00%		0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 7,845		\$ 7,845		\$ -		\$ -		\$ -		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Infectious Disease Testing for Drug Users
 Program Code: N/A

Appendix #: B-3

Page #: 12

Fiscal Year: 2017-2018

Funding Notification Date: 12/22/17

Expense Categories & Line Items	TOTAL	HCHIVPREVNGF			
Term:	7/1/17 - 6/30/18	7/1/17 - 6/30/18			
Rent	\$ 1,000	\$ 1,000			
Utilities(telephone, electricity, water, gas)	\$ 350	\$ 350			
Building Repair/Maintenance	\$ 705	\$ 705			
Occupancy Total:	\$ 2,055	\$ 2,055	\$ -	\$ -	\$ -
Office Supplies	\$ 120	\$ 120			
Photocopying	\$ -	\$ -			
Program Supplies	\$ 190	\$ 190			
Computer Hardware/Software	\$ 120	\$ 120			
Materials & Supplies Total:	\$ 430	\$ 430	\$ -	\$ -	\$ -
Training/Staff Development	\$ 89	\$ 89			
Insurance	\$ 120	\$ 120			
Professional License	\$ 95	\$ 95			
Permits	\$ -	\$ -			
Equipment Lease & Maintenance	\$ 40	\$ 40			
General Operating Total:	\$ 344	\$ 344	\$ -	\$ -	\$ -
Local Travel	\$ 21	\$ 21			
Out-of-Town Travel	\$ -	\$ -			
Field Expenses	\$ -	\$ -			
Staff Travel Total:	\$ 21	\$ 21	\$ -	\$ -	\$ -
Phlebotomist, Cyndi Harris, performs blood draws for testing, \$18.00/hr, 12.3803 hrs/week, 52 weeks	\$ 11,588	\$ 11,588			
	\$ -	\$ -			
Consultant/Subcontractor Total:	\$ 11,588	\$ 11,588	\$ -	\$ -	\$ -
Other (provide detail):	\$ -				
	\$ -				
	\$ -				
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 14,438	\$ 14,438	\$ -	\$ -	\$ -

Appendix B -DPH 6: Contract-Wide Indirect Detail

Contractor Name: <u>Bayview Hunters Point Foundation</u>	Page #	13
Contract CMS #:: <u>7914, FSP CID # 1000008696</u>	Fiscal Year:	<u>2017-2018</u>
	Funding Notification Date:	<u>12/22/17</u>

1. SALARIES & BENEFITS

Position Title	FTE	Amount
Executive Director	0.21	\$ 28,000
Deputy Director	0.21	\$ 23,130
Executive Assistant	0.21	\$ 8,770
Senior Accountant	0.21	\$ 14,670
AP/Payroll Accountant	0.21	\$ 10,960
Director of Clinical Services	0.07	\$ 6,570
Director of Compliance	0.04	\$ 1,860
Subtotal:	1.16	\$ 93,960
Employee Fringe Benefits:	29%	\$ 26,780
Total Salaries and Benefits:		\$ 120,740

2. OPERATING COSTS

Expense line item:	Amount
Office Rent	\$ 21,907
Supplies	\$ 9,740
Accounting Supervision & Audit Preparation Assistance	\$ 14,610
Audit fees	\$ 14,610
Insurance	\$ 7,600
Total Operating Costs	\$ 68,467
Total Indirect Costs (Salaries & Benefits + Operating Costs)	\$ 189,207

Appendix C
Insurance Waiver

Appendix D
Reserved

Contractor Name:	Bayview Hunter Point Foundation	Contractor City Vendor ID	0000024522
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)	Signature	Date
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Contractor Name:	Bayview Hunter Point Foundation	Contractor City Vendor ID	0000024522
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DATA SECURITY ATTESTATION

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

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

I. All Contractors.

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

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature	Date	
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San Francisco Department of Public Health
Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

1. Definitions.

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

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



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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

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

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

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

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



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

2. Obligations of Business Associate.

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.

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 15 calendar days of a written request by CE.

b. 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)].



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Business Associate Agreement

c. 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)].

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

e. 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).

f. 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



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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.

g. 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.

h. 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.

i. 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)].

j. 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



San Francisco Department of Public Health
Business Associate Agreement

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.

k. 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.

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

m. 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)]

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

3. Termination.

a. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of



San Francisco Department of Public Health
Business Associate Agreement

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.



San Francisco Department of Public Health
Business Associate Agreement

5. Reimbursement for Fines or Penalties.

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

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

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

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

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

Contractor: Bayview Hunters Point Foundation For Cmnmty Improvement

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104



Funding Term: 07/01/2017 - 06/30/2018

PHP Division: Behavioral Health Services

INVOICE NUMBER: S12 JL 17

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: SA County/ Fed/ State - GF

Invoice Period: July 2017

Final Invoice: (Check if Yes)

ACE Control Number: _____

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-1 Methadone Maintenance - PC#38164 - HMHSCCRES227												
ODS - 120 ODS NTP Methadon-All Svcs	55,290	172			-	-	0%	0%	55,290	172	100%	100%
Methadon Dosing												
ODS - 120 ODS NTP Methadon-All Svcs	26,967				-	-	0%	#DIV/0!	26,967	-	100%	#DIV/0!
Individual Counseling												
ODS - 120 ODS NTP Methadon-All Svcs	13,150				-	-	0%	#DIV/0!	13,150	-	100%	#DIV/0!
Group Counseling												
ODS - 1117 ODS NTP MAT Buprenorphine	13,150				-	-	0%	#DIV/0!	13,150	-	100%	#DIV/0!
Burpresorpine Dosing												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 426,493.00	\$ -	\$ -	0.00%	\$ 426,493.00
Fringe Benefits	\$ 137,774.00	\$ -	\$ -	0.00%	\$ 137,774.00
Total Personnel Expenses	\$ 564,267.00	\$ -	\$ -	0.00%	\$ 564,267.00
Operating Expenses:					
Occupancy	\$ 242,118.00	\$ -	\$ -	0.00%	\$ 242,118.00
Materials and Supplies	\$ 70,055.00	\$ -	\$ -	0.00%	\$ 70,055.00
General Operating	\$ 39,509.00	\$ -	\$ -	0.00%	\$ 39,509.00
Staff Travel	\$ 218.00	\$ -	\$ -	0.00%	\$ 218.00
Consultant/ Subcontractor	\$ 96,878.00	\$ -	\$ -	0.00%	\$ 96,878.00
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 448,778.00	\$ -	\$ -	0.00%	\$ 448,778.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 1,013,045.00	\$ -	\$ -	0.00%	\$ 1,013,045.00
Indirect Expenses	\$ 151,955.00	\$ -	\$ -	0.00%	\$ 151,955.00
TOTAL EXPENSES	\$ 1,165,000.00	\$ -	\$ -	0.00%	\$ 1,165,000.00

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

DPH Authorization for Payment

 Authorized Signatory

 Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

Contractor: Bayview Hunters Point Foundation For Cmnty Improvement

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104



Funding Term: 07/01/2017 - 06/30/2018

PHP Division: Behavioral Health Services

INVOICE NUMBER: S13 JL 17

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: SA County - General Fund

Invoice Period: July 2017

Final Invoice: (Check if Yes)

ACE Control Number: _____

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-2 Jail Methadone Courtesy Dosing - HMHSCCRES227												
NTP - 41 SA-Narcotic 1x Prog OP Meth	19,832	66			-	-	0%	0%	19,832	66	100%	100%
Detox (OMD)												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 109,930.00	\$ -	\$ -	0.00%	\$ 109,930.00
Fringe Benefits	\$ 30,426.00	\$ -	\$ -	0.00%	\$ 30,426.00
Total Personnel Expenses	\$ 140,356.00	\$ -	\$ -	0.00%	\$ 140,356.00
Operating Expenses:					
Occupancy	\$ 54,100.00	\$ -	\$ -	0.00%	\$ 54,100.00
Materials and Supplies	\$ 15,231.00	\$ -	\$ -	0.00%	\$ 15,231.00
General Operating	\$ 9,250.00	\$ -	\$ -	0.00%	\$ 9,250.00
Staff Travel	\$ 7,153.00	\$ -	\$ -	0.00%	\$ 7,153.00
Consultant/ Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 85,734.00	\$ -	\$ -	0.00%	\$ 85,734.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 226,090.00	\$ -	\$ -	0.00%	\$ 226,090.00
Indirect Expenses	\$ 33,910.00	\$ -	\$ -	0.00%	\$ 33,910.00
TOTAL EXPENSES	\$ 260,000.00	\$ -	\$ -	0.00%	\$ 260,000.00
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: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

Contractor: Bayview Hunters Point Foundation For Cmnty Improvement

Address: 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94124

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104



Funding Term: 07/01/2017 - 06/30/2018

PHP Division: Behavioral Health Services

INVOICE NUMBER: PR1 JL 17

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: SA County - General Fund

Invoice Period: July 2017

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

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-3 Infectious Disease Testing for Drug Users - HCHIV PREVNGF												
HIV Counseling and Testing Services	205	172			-	-	0%	0%	205	172	100%	100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 5,960.00	\$ -	\$ -	0.00%	\$ 5,960.00
Fringe Benefits	\$ 1,885.00	\$ -	\$ -	0.00%	\$ 1,885.00
Total Personnel Expenses	\$ 7,845.00	\$ -	\$ -	0.00%	\$ 7,845.00
Operating Expenses:					
Occupancy	\$ 2,055.00	\$ -	\$ -	0.00%	\$ 2,055.00
Materials and Supplies	\$ 430.00	\$ -	\$ -	0.00%	\$ 430.00
General Operating	\$ 344.00	\$ -	\$ -	0.00%	\$ 344.00
Staff Travel	\$ 21.00	\$ -	\$ -	0.00%	\$ 21.00
Consultant/ Subcontractor	\$ 11,588.00	\$ -	\$ -	0.00%	\$ 11,588.00
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 14,438.00	\$ -	\$ -	0.00%	\$ 14,438.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 22,283.00	\$ -	\$ -	0.00%	\$ 22,283.00
Indirect Expenses	\$ 3,342.00	\$ -	\$ -	0.00%	\$ 3,342.00
TOTAL EXPENSES	\$ 25,625.00	\$ -	\$ -	0.00%	\$ 25,625.00
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: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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 for 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

San Francisco Department of Public Health Privacy Policy Compliance Standards

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

In City's Fiscal Year 2003/04, a DPH Privacy Policy was developed and contractors advised that they would need to comply with this policy as of July 1, 2005.

As of July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions identified in City's Fiscal year 2004/05 were to be considered informational, to establish a baseline for the following year.

Beginning in City's Fiscal Year 2005/06, findings of compliance or non-compliance and corrective actions were to be integrated into the contractor's monitoring report.

Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.

As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.

As Measured by: Documentation showing individual was trained exists

Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.

As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.

As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #5: Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.

As Measured by: Documentation exists.

Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed.

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 Prevention And Treatment (SAPT) Block Grant,
Primary Prevention or State Funded Services**

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

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

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

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

Reference Documents

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements
<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol11/CFR-2005-title45-vol11-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 SAPTBG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

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

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

C. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40, 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

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

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

G. Restriction on Distribution of Sterile Needles

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

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

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

1) Trading Partner Requirements

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

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

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

d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not 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 Alcohol and Drug Program Administrators Association of California and California Behavioral Health Director's Association of California.

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

2) Pursuant to HSC Section 11811.5(c), the Provider's County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

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

R. Restrictions on Grantee Lobbying – Appropriations Act Section 503

1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or

use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any Intergovernmental Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

S. Nondiscrimination in Employment and Services

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

T. Federal Law Requirements:

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

2) Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.

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

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

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

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

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

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

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

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

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

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

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

U. State Law Requirements:

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

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

3) Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

4) No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

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

V. Investigations and Confidentiality of Administrative Actions

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

2) Provider shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

W. This Intergovernmental Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Intergovernmental Agreement in any manner.

X. Subcontract Provisions

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

Y. Conditions for Federal Financial Participation

1) Provider shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

2) Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

- a) Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;
- b) Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or
- c) Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:
 - i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or
 - ii. An entity that would provide those services through an excluded individual or entity.

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

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

e) **Psycho-Education:** Psycho-educational groups are designed to educate beneficiaries about substance abuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to beneficiaries' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recovery.

Authorized Representative:

Jeffrey L. Smith



COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NonProfits' United Vehicle Insurance Pool
Automobile Liability Coverage
ADDITIONAL COVERED PARTY ENDORSEMENT**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The "Who is an Insured" section of your Automobile Liability Insurance is changed by adding the following:

Who is Covered includes any person or organization from whom you have leased an auto, from which you have received funding for your operations, or for who you provide services. These persons or organization are protected, if they require to be named, and you agree to name them, as an additional insured, if indicated on the attached Certificate of Coverage, but only with respect to liability arising out of the ownership, use, maintenance, loading or unloading of a covered auto.

Cancellation:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named on the certificate, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Premium Payments:

Those persons or organizations are not responsible for paying premiums for your coverage.

Insured: attached.	As shown on the Certificate of Insurance
Policy Number:	NPU1000-18
Effective Date: indicated)	July 1, 2018 to July 1, 2019 (or otherwise

Authorized Representative:

Jeffrey L. Gilman



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

PRODUCER Mettweather & Williams Insurance Services License No.: OCO1378 550 Montgomery St., Suite 550 San Francisco CA 94111	CONTACT NAME: Myra Hogue PHONE (No. Ext.): (415)886-3999 FAX (No.): (415)886-4421 ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Bayview Hunters Point Foundation for Community Development; Jelerif House, Inc. 150 Executive Park, Suite 2600 San Francisco CA 94134	

COVERAGES

CERTIFICATE NUMBER: CL1711212310

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. LTR.	TYPE OF INSURANCE	ADDITIONAL INSURED	WVVO	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OPS0069154	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADM INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCC335063A	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY CLAIMS MADE/RETRO DATE-10/23/89			OPS0069154	11/01/2017	11/01/2018	PER CLAIM \$1,000,000 AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY AND COUNTY OF SAN FRANCISCO, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE ADDITIONAL INSURED'S BUT ON SO FAR AS TO THE OPERATIONS UNDER CONTRACT ARE COVERED THAT SUCH POLICIES ARE PRIMARY INSURANCE TO ANY OTHER INSURANCE ATTACHED ARE ADDITIONAL INSURED ENDORSEMENTS CG2026AA AND CL868S

CERTIFICATE HOLDER

CITY AND COUNTY OF SAN FRANCISCO
 COMMUNITY BEHAVIORAL SERVICES
 1380 HOWARD ST
 SAN FRANCISCO CA 94103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Myra Hogue



SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT
NO. 4**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (LEAST A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0069154	11/1/2017	Bayview Hunters Point Foundation for Community Development Jekani House, Inc.	Negley Associates 29518

In consideration of the premium charged the following is added to form CLS-59a (4-10):

 City & County of San Francisco and its officers,
 agents and employees
 Community Mental Health Svcs
 1380 Howard St., 4th Floor
 San Francisco, CA 94103

 City & County of San Francisco and its officers,
 agents and employees
 Community Challenge Grant
 1 Dr. Goodlett Place, City Hall, Room 453
 San Francisco, CA 94102

 The City & County of San Francisco, its Agents,
 Officers & Employees
 Department of Children, Youth and Families
 1390 Market St., Suite 900
 San Francisco, CA 94102

 City and County of San Francisco
 Community Behavioral Services
 1380 Howard St.
 San Francisco, CA 94103

 The City and County of San Francisco, its officers,
 agents and employees
 Office San Francisco District Attorney-George Gascon
 850 Bryant St., Room 322
 San Francisco, CA 94103

 City and County of San Francisco, its officers agents
 and employees Office of Contract Management
 Human Services Agency
 P.O. Box 7988
 San Francisco, CA 94120-7988



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Meriwether & Williams Insurance Services License No.: OCO1378 550 Montgomery St., Suite 550 San Francisco CA 94111		CONTACT NAME: Myra Hogue PHONE (A/C, No, Ext): (415) 986-3888 FAX (A/C, No): (415) 986-4421 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Bayview Hunters Point Foundation Jelani House, Inc. 150 Executive Park, Suite 2800 San Francisco CA 94134		NAIC #	

COVERAGES **CERTIFICATE NUMBER:** CL187313480 **REVISION NUMBER:**

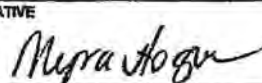
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	AUCL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below			WCC335063A18	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE

CERTIFICATE HOLDER**CANCELLATION**

THE CITY AND COUNTY OF SAN FRANCISCO COMM OF SUBSTANCE ABUSE SVCS 1380 HOWARD ST 4TH FL SAN FRANCISCO CA 94103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED TO SUCH WAIVER, IN A VALID WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT HAS BEEN EXECUTED PRIOR TO LOSS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-17 Policy No. WCC335063A

Endorsement No.

Insured BAYVIEW HUNTERS POINT

Premium \$ INCL.

Insurance Company NATIONAL CASUALTY COMPANY

Countersigned By _____

**THE HARTFORD CRIMESHIELDSM ADVANCED
DECLARATIONS**



HARTFORD FIRE INSURANCE CO.
HARTFORD PLAZA, HARTFORD, CT 06115,
A stock insurance company, herein called the Insurer

Policy Number: 57 FA 0239190-17

ITEM 1. Named Insured:

BAYVIEW HUNTERS POINT
FOUNDATION

Producer: Code, Name and Address:

86722
R CARRIE INSURANCE AGENCY INC
2130 SUTTER STREET UNIT B
SAN FRANCISCO, CA 94115

ITEM 2. Address

150 EXECUTIVE PARK BLVD
SUITE #2800
SAN FRANCISCO, CA 94134

ITEM 3. Policy Period: From 12:01 a.m. on 12/31/17 Inception Date To 12:01 a.m. on 12/31/18 Expiration Date
(Standard Time at your mailing address)

ITEM 4. Coverages, Limits of Insurance and Deductibles: Only Those Insuring Agreements That Are Designated With An "X" Are Included Under This Policy

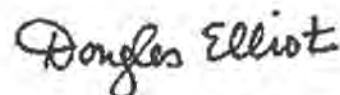
	Limit of Insurance	Deductible Amount
<input checked="" type="checkbox"/> Insuring Agreement 1 Employee Theft	\$1,700,000	\$7,500
<input type="checkbox"/> Insuring Agreement 2 Employee Theft Client Premises	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 3 Computer And Funds Transfer Fraud	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 4 Inside The Premises Money, Securities and Other Property	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 5 Outside The Premises Money, Securities and Other Property	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 6 Depositors Forgery or Alteration	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 7 Credit, Debt Or Charge Card Forgery	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 8 Money Orders And Counterfeit Currency	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 9 Investigative Expenses	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 10 Computer Systems Restoration Expenses	\$N/A	\$N/A
<input type="checkbox"/> Insuring Agreement 11 Identity Recovery Expenses Reimbursement	\$N/A	\$N/A

ENDORSEMENT

This endorsement, effective on 12/31/17 at 12:01 A.M standard time, forms a part of

Policy No. 57 FA 0239190-17 of the HARTFORD FIRE INSURANCE CO.

Issued to BAYVIEW HUNTERS POINT FOUNDATION



Douglas Elliot, President

SCHEDULE

	CA00H00300	09/09	THE HARTFORD CRIMESHIELD ADVANCED POLICY
	RN00U00100	05/93	IN WITNESS PAGE
1	CA00H07800	09/09	JOINT LOSS PAYABLE
2	CA00H15500	10/14	DECEPTION FRAUD ENDORSEMENT
3	CA00H15600	10/14	INCLUDE COVERAGE FOR VIRTUAL CURRENCY - SUBLIMITED
4	CA04H00400	09/09	CALIFORNIA AMENDATORY ENDORSEMENT
5	CA04H00500	09/09	CALIFORNIA CANCELLATION AND NONRENEWAL ENDORSEMENT
6	CA04H10500	09/09	CALIFORNIA PREMIUM ENDORSEMENT

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of July 1, 2022, in San Francisco, California, by and between **Bayview Hunters Point Foundation** “Contractor”), and the **City and County of San Francisco**, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

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

WHEREAS, approval for the original Agreement was obtained on June 19, 2017 from the Civil Service Commission under PSC number 48652 – 16/17 in the amount of \$192,080,000 for the period commencing July 1, 2017 and ending June 30, 2022; and

WHEREAS, approval for this Amendment was obtained on December 16, 2019 from the Civil Service Commission under PSC number 48652 – 16/17 in the amount of \$367,880,000 for the period commencing July 1, 2017 and ending June 30, 2027;

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, 2017 (Contract ID # 1000008696), between Contractor and City.

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

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

1.10 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code §

1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

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

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2017; or (ii) the Effective Date and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

2.2 The City has 1 option to renew the Agreement for a period of 5 years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 7/1/2022-6/30/2027

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

2.1 The term of this Agreement shall commence on July 1, 2017 and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

2.2 The City has 1 option to renew the Agreement for a period of 4 years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 7/1/2023-6/30/2027

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

3.3 **Compensation.**

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Eight Million One Hundred Twenty Three Thousand Five Hundred Dollars (\$8,123,500)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed

Nine Million Five Hundred Twenty Thousand Four Hundred Seventy Two Dollars (\$9,520,472).

The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.4 Contractor Vaccination Policy. *The following is hereby added to Article 4 of the Agreement:***4.2.1 Contractor Vaccination Policy.**

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

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

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

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

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

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

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

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

notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

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

5.1 Insurance.

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

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

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

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

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

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

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

(g) Cyber and Privacy Insurance with limits of not less than \$2,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(h) Reserved (Pollution Liability Insurance)

5.1.2 Additional Insured Endorsements

(i) 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.

(j) 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.

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

5.1.3 Waiver of Subrogation Endorsements

(l) 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

(m) 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.

(n) 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.

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

5.1.5 Other Insurance Requirements

(p) 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.

(q) 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.

(r) 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.

(s) 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.

(t) 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.

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

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

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

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

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

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

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

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

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

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

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

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

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

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

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

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

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

10.17 Distribution of Beverages and Water.

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

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

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

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.

2.14 **Ownership of City Data.** *The following section is hereby added and incorporated in 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.

2.15 **Management of City Data and Confidential Information.** *The following sections are hereby added and incorporated in Article 13 of the Agreement:*

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

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

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

2.16 **Appendices A-1 and A-2.** Appendices A-1 is hereby replaced in its entirety by Appendices A-1 and A-2, attached to this Amendment and fully incorporated within the Agreement.

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

2.18 **Appendices B-1 and B-2.** Appendices B-1 and B-2 (For Fiscal Year: 07/01/2022-6/30/2023) is hereby attached to this Amendment and fully incorporated within the Agreement.

2.19 **Appendix D.** Appendix D, dated 8/6/21, is hereby replaced in its entirety by Appendix D, attached to this Amendment and fully incorporated within the Agreement.

2.20 **Appendix E.** Appendix E, dated 8/3/22, is hereby replaced in its entirety by Appendix E, dated 4/12/18, attached to this Amendment and fully incorporated within the Agreement.

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

2.22 **Appendix J.** Appendix J, dated 7/1/ 2022, is hereby attached to this Amendment and fully incorporated within the Agreement.

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

Recommended by:

CONTRACTOR

Bayview Hunters Point Foundation

DocuSigned by:
Maveena Bobba 12/30/2022 | 7:36 AM PST
52BC36E46CB9439...
Grant Colfax, MD date
Director of Health
Department of Public Health

DocuSigned by:
James Bouquin 12/16/2022 | 11:48 AM PST
E456A946F9C049D...
James Bouquin date
Executive Director

Supplier ID number: 0000024522

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Henry Lifton 12/22/2022 | 10:53 AM PST
6D6CB58424584B1...
Henry Lifton date
Deputy City Attorney

Approved:

DocuSigned by:
Taraneh Moayed 12/30/2022 | 8:36 AM PST
9AEA44694D514E7...
Sailaja Kurella date
Director, Office of Contract Administration, and
Purchaser

Contractor Name: Bayview Hunters Point Foundation (BVHPFCI)

Program Name: Methadone Maintenance

Appendix A-1

07/01/22 – 06/30/23

1. Identifiers:

Program Name: Methadone Maintenance

Program Address: 1625 Carroll Avenue, San Francisco, CA 94124

Telephone: (415) 822-8200 / Fax: (415) 822-6822

Website Address: www.bayviewci.org

Contractor Name: Bayview Hunters Point Foundation for Community Improvement (BVHPFCI)

Contractors Address: 1925 Carroll Avenue, San Francisco, CA 94124

Executive Director: James Bouquin

(415) 822-8200

james.bouquin@bayviewci.org

Program Director: Trevor Roberson

(415) 822-8200 x12

trevor.roberson@bayviewci.org

Program Code(s): 38164 & 38163

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

To support clients in the development of a productive and independent life through the provision of appropriate medical, psychological, and case management treatment services to improve clients' quality of life and support successful rehabilitation.

4. Priority Population:

San Francisco residents 18 and over with substance use disorders or at-risk for addiction to heroin and suffer from its attendant mental health and physical health disorders, who are unable to cease the use of heroin without medical assistance. While Bayview Hunters Point Foundation for Community Improvement welcomes and services all ethnicities and populations from all communities throughout San Francisco, services are also designed to meet the cultural and linguistic needs of the African American population primarily residing in the Southeast sector of Bayview Hunters Point and Sunnydale communities of San Francisco.

Contractor Name: Bayview Hunters Point Foundation (BVHPFCI)

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Program Name: Methadone Maintenance

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

Please see Appendix B-1 CRDC Page

6. Methodology:

Program Description/Philosophy

Substance Use Disorder Services embraces the San Francisco Department of Public Health's principles of Harm Reduction and Cultural Competency to provide the highest quality treatment services for clients.

BVHPFCI operates an Opioid Treatment Program (OTP) model (formerly called Narcotic Treatment Program of NTP) that directly administers methadone medication on a daily basis. We meet federal admission, discharge, and continued service criteria under 42 CFR 8.12 and California law. The OTP has previously focused on methadone maintenance to address opioid addiction. To reflect new substance, use disorder treatment services requirements under the Drug Medi-Cal Organized Delivery System (DMC-ODS) pilot, BVHPFCI proposes to add an Office-Based Opioid Treatment (OBOT) component with enhanced ambulatory addiction treatment services for patients with an opioid and/or alcohol use disorder, with a focus on the provision of Medication Assisted Treatment (MAT). The program will utilize several new therapies available to meet different levels of needs (including buprenorphine, suboxone, naloxone and disulfiram). BVHPFCI will also extend MAT therapy to patients who are solely trying to address addiction to alcohol.

Each client entering the Methadone Maintenance Program receives an intake assessment, ASAM multidimensional assessment, medical examination, and a mental health status examination. No more than five percent of clients are on a detoxification regimen designed to facilitate their transition to methadone maintenance treatment. Additionally, clients participate with counselors in developing and regularly reviewing their individualized treatment plans, which identify quantifiable quarterly and annual goals. In the ongoing phases of treatment, clients are required to participate in individual and group counseling sessions. Support groups, structured educational experiences, and recovery activities are available on a voluntary basis for interested clients. All clients will come to the clinic daily for their methadone dosing except in pandemics, epidemics, and other unforeseen crisis phenomenon which in such cases guidelines by SFDPH and/or the CDC will be adhered to as directed. All clients will have access to mental health therapy provided by the Bayview Hunters Point Foundation Mental Health Department. Staff from both programs will hold regular case conferences to determine clients' needs, the best methodology for psychological support towards recovery and monitor client progress.

In response to many inquiries from community members, residents, and phone calls from other providers, community partners, walk-ins etc. expressing the need for services to those with drug and alcohol addictions, the Bayview Hunters Point Foundation Methadone Maintenance Program has expanded our services to offer Outpatient Substance Use Disorder Treatment onsite at "The Ernest Mitchell Jr. Outpatient Services".

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The Ernest Mitchell Jr. Outpatient Services provide Outpatient services to individuals with drug and alcohol addictions (alcohol, cocaine, methamphetamine, etc.) All clients enrolled in The Ernest Mitchell Jr. Outpatient services are assessed for a Substance Use Disorder Diagnosis to determine medical necessity using the Diagnostic and Statistical Manual of Mental Disorders “DSM-V”.

Outreach and referral priority is for Jelani Family Step-Down Program, Bayview Hunters Point Foundation Behavioral Health Services, Bayview SAFE Navigation Center, Bayshore Navigation Center, Bayview Hill Gardens, The Arlington Hotel, and any of the Foundation’s departments providing services servicing individual adults. Outreach services to other community partners include United Council of Human Services, Bayview Senior Services, Southeast Health Clinic, Third Street Clinic, Drug Court, San Francisco Sheriff Department, and collaboration with all partners in the Bayview community at large. We will also accept self-referrals. Each Outpatient client enrolled in the program will receive an intake assessment and health screening. Clients will be assigned a counselor to develop individualized treatment plans. The development and review of the treatment plan will allow clients to establish goals with their counselor to address needs and barriers towards recovery and maintaining sobriety. Outpatient clients will participate in individual and group counseling as part of the treatment plan. BVHPFCI SUDS will encourage clients to engage in additional outside support groups, structured educational projects, and recovery activities i.e. (Narcotic Anonymous, Alcohol Anonymous groups and Harm Reduction).

Additional Medication Assisted Treatment (MAT)

- Antabuse-Disulfiram (for Alcohol Use Disorder)
- Naloxone (Narcan)
- Naltrexone

Buprenorphine/Naloxone-Combo MAT services will include:

- Orientation appointment in which induction procedures are reviewed
- Preliminary evaluation is completed
- Baseline lab work is drawn at this visit (physical)
- Consent forms are reviewed and signed
- 2nd appointment for client presents in withdrawal to begin induction

Buprenorphine and other therapies will be available on-site for clients.

Admission Criteria

Clients seeking admission for Methadone Maintenance treatment must meet the following minimum criteria, which is entered in their individual treatment records upon acceptance into the program:

- Confirmed and documented history of at least two-years addiction to opiates
- Confirmed history of two or more unsuccessful attempts in withdrawal treatment with subsequent relapse to illicit opiate use
- A minimum age of 18 year
- Certification by the physician of fitness for replacement narcotic therapy based upon physical examination, medical history, and indicated laboratory findings
- Evidence of observed signs of physical dependence

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Clients seeking admission to the Outpatient Treatment Services, must meet the following minimum criteria, which will also be entered in their individual treatment records upon acceptance into the program:

- Identified primary alcohol, cocaine, methamphetamine, and other drug-related problem
- Demonstrated willingness to participate in ongoing counseling services and program activities
- A minimum age of 18 years

Intended and Average Length of Stay

The intended length of stay for new clients admitted to the Methadone Maintenance Program is two (2) years. The current average length of stay is (3+) years. The goal is to taper the client off methadone as the client makes progress towards recovery. However, clients in consultation with his/her counselor, therapist, and physician, may choose to remain on methadone if the methadone benefits the clients. Extended treatment can be provided based upon approved treatment plans and client involvement.

The intended length of stay for new clients admitted to the Outpatient Program will be 12 months. The average length of stay will be six months. The 12-month length of stay projection for Outpatient clients is based on the anticipated client need and treatment planning. If it is established between the client and counselor that additional time is needed before discharge, the program will review and modify treatment accordingly.

Extended treatment will be provided based on approved treatment plans and client involvement.

Criteria for Successful Participation

1. Continued presence at the clinic for daily dosing and counseling sessions with primary counselor
2. Adherence to self-developed treatment goals
3. Adherence to daily presence at clinic for dosing and counseling sessions

Criteria for Successful Completion

Successful completion of the program is on a continuum. It begins at the start of treatment and is recognized by the adherence to daily visits to the clinic and progresses to a client who is clean and sober, who no longer needs methadone treatment to remain heroin-free and who could be, based on client objectives, employable, connected to family, remaining arrest-free and with no visits to the Emergency Department at the hospital for substance use sickness or injury. The program uses client established treatment plan goals to define the place on the continuum where the client starts and ends.

Clients enrolled in The Ernest Mitchell Jr. Outpatient Services, will be screened for non-use of alcohol, cocaine, methamphetamine, and other drugs for at least six months. There must be regular and active participation in the therapeutic milieu of the program.

With the regular and active participation in the therapeutic milieu, the client(s) will have demonstrated a behavioral change and have an increased role of responsibility and leadership in treatment.

Strategies

The Methadone Maintenance Program's Administrative Staff manages a list of interested persons who are awaiting methadone maintenance services. The Medical Director and Methadone Program Coordinator have responsibility for holding regularly scheduled individual and group supervision sessions with the counseling staff. The dual purpose of these sessions is to both oversee the counseling staff's ongoing clinical work and to provide them with in-service training to help develop skills for the continued operation of a client-directed and rehabilitation-oriented therapeutic milieu.

This milieu program will include the following levels of client participation:

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- Intake and orientation
- Program operation
- Transition
- Aftercare

Upon admission, the clients work directly with his/her primary counselor to develop and complete an initial needs assessment and treatment plan. These documents become effective when the client's primary counselor signs them.

The Ernest Mitchell Jr. Outpatient Services will work in conjunction with the Methadone Maintenance Program to create a treatment milieu utilizing a bio-psychosocial therapeutic treatment approach. As the client directed treatment milieu evolves, clients in the Outpatient Services who are interested in furthering their recovery goals will be incorporated into ongoing program activities. This client directed treatment milieu will utilize a harm reduction philosophy from a culturally competent perspective and will include the following levels of client participation:

- Assessment and Intake
- Program Orientation
- Treatment Process
- Counseling Services
- Community Socialization
- Discharge Planning/Aftercare

The levels of participation in the Outpatient Treatment program will allow clients to develop the necessary skills to identify triggers for relapse, develop coping skills to combat triggers and build a support network to maintain sobriety. This will allow clients the ability to function productively in the community. Clients will be required to carry out a basic level of mandatory responsibility beginning early in their treatment within the program i.e., intake and orientation. Once clients successfully complete the intake and orientation level, they will begin the treatment process. The treatment process will consist of development of an individualized treatment plan, individual and group counseling, establishing support groups and other activities. The graduation level will coincide with the treatment level once clients demonstrate the ability to maintain sobriety i.e., behavior change "impulsivity", increased engagement with services, finding or maintaining housing, and finding or maintaining employment. These demonstrations will have earned the right to a successful discharge from the Outpatient Treatment Program. The aftercare level will consist of providing the clients with case management services for continuity of care. This will allow the clients to continue to be linked to services in the community. The program will be structured to reward clients to reinforce positive behaviors; personal growth being displayed increases continued successful functioning in the levels of participation.

The structure of the program will be an ongoing continuum of counseling services, skills building activities and other weekly services. The program structure will consist of a mixture of various counseling and treatment planning interventions along with a mix of educational, pre-vocational and artistic activities. The focus of these activities and interventions will be on assisting the clients in meeting the goals of their treatment plans, increasing their level of self-esteem, and increasing their ability to function productively in the community. It is projected that within 15 calendar days from the client's admission to the program, he or she will work directly with a counselor.

Needs Assessment

The needs assessment process for all Methadone Maintenance and Outpatient Services clients includes:

- a. A summary of the client's psychological and sociological background, including specific educational and vocational experiences, skills (technical, vocational, artistic, etc.) and interests.

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The client's strengths, needs, abilities, and preferences which are documented in the client's own words:

- a. An assessment of the client's needs for:
- b. Dental, Vision, Health, Mental Health, and Complimentary Care
- c. HIV, Hepatitis C and Sexually Transmitted Disease/Infectious Disease screening
- d. Educational, economic, and legal services
- e. Vocational habilitation and or rehabilitation

Treatment Plan

- a. Quantifiable short-term (requires 90 days or less to achieve) and long-term (requires over 90 days to achieve) goals to be achieved by the client that are based on identified needs with estimated target dates for their attainment
- b. Specific behavioral tasks the client must accomplish to achieve each treatment plan goal within the time period of the estimated target dates
- c. A description of the type, purpose and frequency of counseling and program activities the client will be participating in
- d. Clients' Primary Counselors will formally evaluate and update the needs assessments and treatment plans every three months (or sooner if indicated) from the date of clients' signed admission to the program.

A twice a year review will also occur at joint mental health case conferences. This review process will be documented and includes:

- a. An evaluation of the results stemming from the monthly progress notes
- b. A summary of the client's progress or lack thereof towards achieving each of the identified goals in their previous treatment plan. Changes, adjustments, and additions to the client needs assessment.
- c. New goals and behavioral tasks for any newly identified needs, and related changes in the type and frequency of the counseling
- d. Services being provided to the client as well as their level of participation in the program.
- e. The completed, updated treatment plan becoming effective on the day the primary counselor signs it.

The Program Coordinator, Clinical Coordinator and the Medical Director of the Methadone Maintenance and Outpatient Program will review all initial and updated treatment plans and needs assessments within 14 calendar days from the effective dates of the plans. Upon the final review of the plan of care the Medical Director/ LPHA will verify findings and sign individual plans where it is deemed clinically or medically appropriate.

Outreach

The Methadone Maintenance and Outpatient Services outreach efforts are spread throughout the city and county of San Francisco. The primary outreach relationships have been developed with BVHPF, Jelani Family Residential Step-Down Program, Navigation Centers, (Bayview SAFE, Bayshore SAFE, Bayview Hills Garden, United Council, (HOPE SF Alice Griffith Housing Development, Phoenix Project), Project Homeless Connect, Southeast Health Center, and The George Davis Senior Services.

Discharge Criteria for Non-Compliance:

If a client(s) has fourteen (14) consecutive days of no shows for dosing and make threats or display acts of violence against staff or other clients could be grounds for termination. Clients are informed and have the right to access the grievance process if they feel the decision to discharge is unfair.

Contractor Name: Bayview Hunters Point Foundation (BVHPFCI)

Appendix A-1

Program Name: Methadone Maintenance

07/01/22 – 06/30/23

Schedule:

The schedule for Methadone Maintenance dosing is as follows:

DAYS	TIMES
Monday – Friday	6:15 a.m. – 12:00 p.m.
Saturday – Sunday	7:00 a.m. – 11:00 a.m.
Holidays	6:15 a.m. – 10:00 a.m.

The Outpatient Schedule of Services are as follows:

DAYS	TIMES
Monday – Friday	8:00 a.m. – 6:00 p.m.

Linkages

Community resources are regularly utilized for Methadone Maintenance and Outpatient clients through our case management services. Additional resources are i.e., life skills classes, workforce development, mental health therapy, clinical case management and financial education. External linkages outside of BVHPFCI wrap around services include -Young Community Developers, Northern California Service League; San Francisco Homeless Connect; Bayview Mental Health Services, Westside Community Services, SF Department of Human Services.

Staffing

The Methadone Maintenance and Outpatient Program's medical, clinical, and administrative staff ensures efficient and effective program operations and service delivery. All SUD Counselors are certified and/or registered to meet the State of California requirements. Licenses for all Nurses and Physicians are required and monitored for good standing. Refer to Exhibit B for further information on staffing.

7. Objectives and Measurements:

All objectives and descriptions of how objectives will be measured, are contained in the BHS document entitled Performance Objectives, Fiscal Year 2022-2023

8. Continuous Quality Improvement:

BVHPFCI Use Disorder - Narcotic Treatment Programs: Methadone Maintenance/Jail Dosing Programs /Outpatient Program CQI activities are designed to enhance, improve and monitor quality of services.

- A. Our Program identifies areas of improvement through chart reviews and case conferences, which are conducted monthly. Avatar and Methasoft reports are also reviewed and reconciled on a monthly basis by the Medical Records Staff. Participants in the case conference meetings include the Medical Director, Staff Physician, Program Coordinator, Clinical Coordinator and Counselors. Our counselors receive monthly supervision from the Clinical Coordinator/Supervisor where they are advised on client cases such as treatment planning, continued care and discharge status.
- B. To ensure continuous monitoring, a list of contract performance objectives is provided to all staff. Outcomes are reviewed, analyzed, and reconciled for accuracy with the Avatar reports. An annual performance assessment and improvement plan is used to track outcomes of mandatory objectives and reviewed on a quarterly basis.
- C. Our Program monitors documentation quality by reviewing case files through periodic reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Community Behavior Health Services (BHS), with standards and practices defined by Department

Contractor Name: Bayview Hunters Point Foundation (BVHPFCI)

Appendix A-1

Program Name: Methadone Maintenance

07/01/22 – 06/30/23

of Health Care Services (DHCS) and Commission of Accredited Rehabilitative Facilities (CARF). To ensure compliance with documentation of treatment plans, case notes and timely signatures, monthly chart reviews are conducted by Medical Records Staff and Counselors, then discussed with the Program Coordinator/Supervisor for follow-up issues.

- D. All staff participates in an annual documentation training provided internally and by Behavioral Health Services. Staff meetings are on a biweekly/monthly basis as a venue where staff can discuss administrative and clinical issues.
- E. All program staff participates in an annual Cultural Competency/Law, Ethics and Boundaries Training-g geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored by Department of Public Health (DPH) and Behavior Health Services (BHS). A list of other staff trainings includes Privacy and Compliance, Blood Borne Pathogens, Sexual Orientation & Gender Identity, Active Shooter, CPR/First Aid, Sexual Harassment, Code of Conduct, Documentation Review and Corporate Compliance.
- F. BVHPFCI values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual Focus Groups and Client Satisfaction Surveys administered on an annual basis. Client's suggestions from Focus Groups are documented and then discussed with the multi-disciplinary staff. Changes that improve the efficacy, quality or outcomes of program services are prioritized for implementation. Results of the focus groups are posted throughout the facility that encourages clients to give additional feedback. We also provide a suggestion box for clients and staff. BHS client satisfaction results are reviewed and discussed with staff and clients. The Jail Methadone Courtesy Dosing Program is an ancillary program that is jail-based; therefore, the client satisfaction surveys objective is waived.
- G. Continuous quality improvement assures that program will remain licensed by the State Department of Health Care Services (DHCS), comply with its licensing regulation, maintain accreditation as required through the Substance Abuse and Mental Health Services Administration (SAMSHA) under new federal regulations, and maintain CARF certification under guided regulations. The Foundation will work with Behavior Health Services (BHS) to meet and comply with all state and Drug Medi-Cal Waiver requirements to continue to offer Opioid Treatment and Outpatient Services.
- H. The Narcotic Treatment Programs: Methadone Maintenance/Detoxification, Jail Dosing and Outpatient Programs will comply with San Francisco Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Health Insurance Portability Accountability Act (HIPAA), and Cultural Competency.

9. Required Language:

NA

10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):

NA

1. Agency and Program Information:

Bayview Hunters Point Foundation for Community Improvement (BVHPFCI)

Program Name: Jail Methadone Courtesy Dosing

1625 Carroll Street

Ph. (415) 822-8200

San Francisco, CA 94124 Fax: (415) 822-6822

www.bayviewci.org

Trevor Roberson, Program Director, Substance Use Disorder Services

Ph. (415) 822-8200

trevor.roberson@bayviewci.org

Program Code: 38164

2. Nature of Document:

Check one **Original** **Contract Amendment** **Revision to Program Budgets (RPB)**

3. Goal Statement:

To provide daily doses of methadone to incarcerated clients as provided in community-based Narcotic Treatment Programs (whether Methadone Maintenance or Detoxification) to facilitate transition back to the community Narcotic Treatment Program once the client is released.

4. Target Population:

San Francisco residents who are using, addicted to, or at-risk for substance use addiction that include incarcerated adult males, females and transgender heroin users, who are unable to cease the use of heroin without medical assistance, currently registered in a Narcotic Treatment Program and are incarcerated in the San Francisco City and County jails. While BVHPFCI welcomes and Services all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of the African-American population in the Bayview Hunters Point and Sunnysdale neighborhoods of San Francisco.

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

See Appendix B CRDC page

6. Methodology

Program Description/Philosophy:

The Jail Methadone Maintenance and Detoxification Programs provide methadone maintenance or detoxification dosing services to eligible incarcerated clients, who come from San Francisco neighborhoods that include Bayview Hunters Point and Sunnysdale.

The staff Dispensing Nurses for this program, after obtaining the appropriate documentation and medical orders from the treating physicians of the incarcerated clients at their home clinics, provide daily methadone maintenance or detoxification dosing services as prescribed by the clients' clinic physicians.

The Jail Methadone Dosing Program embraces the San Francisco Department of Public Health's principles of Harm Reduction and Cultural Competency to provide the highest quality treatment service resources for clients. Adherence to these principles facilitates efforts by clients to return to successful community living in a productive and independent lifestyle as possible. (All Group activity will be placed on hold during the Pandemic, and will resume when it is safe.)

Admission Criteria:

Clients who become incarcerated while enrolled in a San Francisco County funded Narcotic Treatment Program.

Intended and Average Length of Stay:

The intended length of stay is less than 30 days. However, clients may receive jail dosing for more than 30 days based on the treating physician's orders and the Jail Health Services recommendation.

Strategies:

The Dispensing Nurses in this service unit identify on a daily basis, incarcerated clients in the San Francisco County Jails who are currently active on the rolls of a county funded Methadone Treatment Program. After receiving signed orders from clients' treating physicians in their respective Methadone Treatment Programs, the prescribed dose of methadone is prepared and delivered to the jails where the eligible clients are currently residing. Dispensing Nurses maintain all appropriate documentation regarding the dosing. The counseling requirement is waived for incarcerated clients.

Discharge Criteria for Non-Compliance:

The discharge standards for non-compliance are those which are applicable to and required by the client's home clinic. If clients are tapered off methadone while in jail, they cannot receive methadone after being tapered off. If clients are transferred to state prison, their participation in the program will be terminated as state prisons do not provide methadone dosing.

Schedule:

Dispensing Nurses deliver doses of methadone to San Francisco County Jails to eligible clients Mondays through Fridays. Methadone doses for weekends and holidays are prepared on Fridays and signed over to Jail Health Services staff to be administered.

Progression:

The treating physician in the community Narcotic Treatment Program establishes the progression of treatment for clients.

Linkages:

BHPFCI Substance Use Disorder Services maintains linkages with Jail Health Services and other San Francisco County funded Narcotic Treatment Programs (BAART-Geary/FACET, BAART-Market, San Francisco General Hospital OTOP, OBOT, Fort Help and Westside). These programs are in the process of developing a unified Memorandum of Understanding to guide the Jail Methadone Dosing process.

Staffing:

The Jail Methadone Maintenance and Detoxification Program's medical, clinical and administrative staff ensures efficient and effective program operation and service delivery. Refer to Exhibit B for further information on staffing.

7. Objectives and Measurements

There are no assigned objectives for FY 22-23 per System of Care Program Manager

8. Continuous Quality Improvement

- A. Our Program identifies areas of improvement through chart reviews and case conferences which are conducted monthly. Avatar reports are reviewed and reconciled on a monthly basis by the Medical Record's Staff. Participants in the case conference meetings include Medical Director/Staff Physician, Unit Coordinator/Supervisor and counselors. Our Counselors receives monthly supervision from the Unit Coordinator/Supervisor where they are advised on client cases such as treatment planning, continued care and discharge status.

To ensure continuous monitoring, a list of contract performance objectives is provided to all staff. Outcomes are reviewed, analyzed and reconciled for accuracy with the Avatar reports. An annual performance assessment and improvement plan is used to track outcomes of mandatory objectives and reviewed on a quarterly basis.

- B. Our Program monitors documentation quality by reviewing case files through periodic chart reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Behavior Health Services (BHS), with standards and practices defined by Department of Health Care Services (DHCS) and Commission of Accredited

FY: 7/01/22 - 6/30/23

Rehabilitative Facilities (CARF). To ensure compliance with documentation of treatment plans, case notes and timely signatures, monthly chart reviews are conducted by Medical Records Staff and Counselors; then discussed with Unit Coordinator/Supervisor for follow-up issues. All staff participates in annual documentation trainings provided internally and by Behavioral Health Services (BHS). Staff meetings are also held on a monthly basis as a venue where staff can discuss administrative and clinical issues.

C. All program staff participates in an annual Cultural Competency/

Law, Ethics and Boundaries Training- geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored by Department of Public Health (DPH) and Behavior Health Services (BHS).

BHS does not prepare a report for the Jail Methadone Courtesy Dosing Program, as units of service for this program are not entered into Avatar. However, this program will prepare in-house reports for BHS as required, which will include units of service and the unduplicated client count.

D. BVHPFCI values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual focus groups and client satisfaction surveys. The annual focus groups and client satisfaction surveys are administered on an annual basis. Client's suggestions from focus groups are documented and then discussed with the multidisciplinary staff. Changes that improve the efficacy, quality or outcomes of program services are prioritized for implementation. Results of the focus groups are posted throughout the facility which encourages clients to give additional feedback. We also provide a suggestion box for clients and staff. BHS client satisfaction results are reviewed and discussed with staff and clients.

Continuous quality improvement assures that program will remain licensed by the State Department of Health Care Services (DHCS), be in compliance with its licensing regulation and maintain accreditation as required through the Substance Abuse and Mental Health Services Administration (SAMSHA) under new federal regulations.

The Narcotic Treatment Programs: Methadone Maintenance/Detoxification, Jail Dosing Programs will comply with San Francisco Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Health Insurance Portability Accountability Act (HIPAA), and Cultural Competency. The Jail Methadone Courtesy Dosing Program is an ancillary program that is jail-based; therefore the client satisfaction surveys objective is waived.

9. Required Language: N/A

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."

7/1/19

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

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of January 1 through June 30 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:

- B-1: Methadone Maintenance
- B-2: Jail Methadone Courtesy Dosing Program

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 Five Hundred Twenty Thousand Four Hundred Seventy Two Dollars (\$9,520,472) for the period of July 1, 2017 through June 30, 2023.

CONTRACTOR understands that, of this maximum dollar obligation, ~~\$~~**\$232,398** 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,

7/1/19

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, 2017 - June 30, 2018	\$316,780
July 1, 2018 - June 30, 2019	\$1,460,625
July 1, 2019 - June 30, 2020	\$1,758,132
FY20-21 CODB One Time Funding (DV Amount)	\$55,404
July 1, 2020 - June 30, 2021	\$1,880,242
July 1, 2021 - June 30, 2022	\$1,880,242
July 1, 2022 - June 30, 2023	\$1,936,649
	<u>\$9,288,074</u>
contingency	<u>\$232,398</u>
	<u>\$9,520,472</u>

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 00341					Appendix B, Page 1
Legal Entity Name/Contractor Name Bayview Hunters Point Foundation		Fiscal Year 2022-2023			
Contract ID Number 1000008696		Funding Notification Date 04/05/22			
Appendix Number	B-1	B-2			
Provider Number	383816	383816			
Program Name	Methadone Maintenance	Jail Methadone Courtesy Dosing			
Program Code	38164	89163			
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23			
FUNDING USES					TOTAL
Salaries	\$ 688,715	\$ 214,346			\$ 903,061
Employee Benefits	\$ 192,840	\$ 60,017			\$ 252,857
Subtotal Salaries & Employee Benefits	\$ 881,555	\$ 274,363	\$ -	\$ -	\$ 1,155,918
Operating Expenses	\$ 486,354	\$ 41,771			\$ 528,125
Capital Expenses					\$ -
Subtotal Direct Expenses	\$ 1,367,909	\$ 316,134	\$ -	\$ -	\$ 1,684,043
Indirect Expenses	\$ 205,186	\$ 47,420			\$ 252,606
Indirect %	15.0%	15.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,573,095	\$ 363,554	\$ -	\$ -	\$ 1,936,649
					Employee Benefits Rate 28.0%
BHS MENTAL HEALTH FUNDING SOURCES					
					\$ -
					\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
BHS SUD FUNDING SOURCES					
SUD Fed DMC FFP, CFDA 93.778	\$ 796,681				\$ 796,681
SUD State DMC	\$ 428,983				\$ 428,983
SUD County General Fund	\$ 296,003	\$ 358,575			\$ 654,578
SUD County General Fund	\$ 51,428	\$ 4,979			\$ 56,407
					\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ 1,573,095	\$ 363,554	\$ -	\$ -	\$ 1,936,649
OTHER DPH FUNDING SOURCES					
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DPH FUNDING SOURCES	\$ 1,573,095	\$ 363,554	\$ -	\$ -	\$ 1,936,649
NON-DPH FUNDING SOURCES					
					\$ -
					\$ -
TOTAL NON-DPH FUNDING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,573,095	\$ 363,554	\$ -	\$ -	\$ 1,936,649
Prepared By					

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

DHCS Legal Entity Number 00341							Appendix Number		B-1										
Provider Name Bayview Hunters Point Foundation							Page Number		2										
Provider Number 383816							Fiscal Year		2022-2023										
Contract ID Number 100008696							Funding Notification Date		04/05/22										
Program Name		Methadone Maintenance																	
Program Code		38164	38164	38164	38164	38164	3816OP	3816OP											
Mode/SFC (MH) or Modality (SUD)		ODS-120d	ODS-120i	ODS-120g	ODS-120dbc	ODS-120cm	ODS-91g	ODS-91i											
Service Description		ODS NTP Methadone - Dosing	ODS NTP Methadone - Individual Counseling	ODS NTP Methadone - Group Counseling	ODS NTP Dosing - Buprenorphine Comb	ODS NTP Case Management	ODS OT Group Counseling	ODS OT Individual Counseling											
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23											
FUNDING USES								TOTAL											
Salaries & Employee Benefits	\$	368,637	\$	294,909	\$	25,804	\$	11,059	\$	36,864	\$	34,627	\$	109,655	\$	881,555			
Operating Expenses	\$	203,377	\$	162,701	\$	14,236	\$	6,101	\$	20,338	\$	19,104	\$	60,497	\$	486,354			
Capital Expenses																\$	-		
Subtotal Direct Expenses	\$	572,014	\$	457,610	\$	40,039	\$	17,160	\$	57,201	\$	53,731	\$	170,152	\$	1,367,909			
Indirect Expenses	\$	85,802	\$	68,641	\$	6,006	\$	2,574	\$	8,580	\$	8,060	\$	25,523	\$	205,186			
Indirect %		15.0%		15.0%		15.0%		15.0%		15.0%		15.0%		15.0%		15.0%			
TOTAL FUNDING USES	\$	657,816	\$	526,251	\$	46,045	\$	19,734	\$	65,781	\$	61,791	\$	195,675	\$	1,573,095			
BHS MENTAL HEALTH FUNDING SOURCES																			
																	\$	-	
																	\$	-	
																	\$	-	
																	\$	-	
																	\$	-	
																	\$	-	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
BHS SUD FUNDING SOURCES																			
	Dept-Auth-Proj-Activity																		
SUD Fed DMC FFP, CFDA 93.778	240646-10000-10001681-0003	\$	358,842	\$	287,072	\$	25,118	\$	10,765	\$	35,884	\$	18,960	\$	60,040	\$	796,681		
SUD State DMC	240646-10000-10001681-0003	\$	193,221	\$	154,578	\$	13,526	\$	5,797	\$	19,322	\$	10,209	\$	32,330	\$	428,983		
SUD County General Fund	240646-10000-10001681-0003	\$	84,248	\$	67,397	\$	5,896	\$	2,527	\$	8,425	\$	30,602	\$	96,908	\$	296,003		
SUD County General Fund	240646-10000-10001681-0003	\$	21,505	\$	17,204	\$	1,505	\$	645	\$	2,151	\$	2,020	\$	6,397	\$	51,428		
																	\$	-	
TOTAL BHS SUD FUNDING SOURCES		\$	657,816	\$	526,251	\$	46,045	\$	19,734	\$	65,782	\$	61,791	\$	195,675	\$	1,573,095		
OTHER DPH FUNDING SOURCES																			
																		\$	-
																		\$	-
																		\$	-
																		\$	-
																		\$	-
TOTAL OTHER DPH FUNDING SOURCES		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TOTAL DPH FUNDING SOURCES		\$	657,816	\$	526,251	\$	46,045	\$	19,734	\$	65,782	\$	61,791	\$	195,675	\$	1,573,095		
NON-DPH FUNDING SOURCES																			
																		\$	-
																		\$	-
TOTAL NON-DPH FUNDING SOURCES		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		657,816		526,251		46,045		19,734		65,782		61,791		195,675		1,573,095			
BHS UNITS OF SERVICE AND UNIT COST																			
Number of Beds Purchased																			
SUD Only - Number of Outpatient Group Counseling Sessions																			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			400																
Payment Method		Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
DPH Units of Service		44,872	30,632	11,369	641	2,300	1,398	4,426											
Unit Type		Dose	10 Minutes	10 Minutes	Dose	15 minutes	15 minutes	15 minutes											
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		\$	14.66	\$	17.18	\$	4.05	\$	30.81	\$	28.60	\$	44.20	\$	44.21	\$	44.21		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$	14.66	\$	17.18	\$	4.05	\$	30.81	\$	28.60	\$	44.20	\$	44.21	\$	44.21		
Published Rate (Medi-Cal Providers Only)		\$	14.66	\$	17.18	\$	4.05	\$	30.81	\$	28.60	\$	44.20	\$	44.21	\$	44.21		
Unduplicated Clients (UDC)		150	Included	Included	Included	Included	Included	Included	15	Included	Included	Included	Included	165					

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000008696
 Program Name Methadone Maintenance
 Program Code 38164

Appendix Number B-1
 Page Number 3
 Fiscal Year 2022-2023
 Funding Notification Date 04/05/22

		TOTAL		240646-10000-10001681-0003					
Funding Term		07/01/22-06/30/23		07/01/22-06/30/23					
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	
Director of SUDS	0.75	\$ 69,750	0.75	69,750					
Administrative Program Manager	0.80	\$ 45,344	0.80	45,344					
Medical Records/ Billing Technician	0.75	\$ 37,440	0.75	37,440					
Clinical Supervisor	1.00	\$ 85,000	1.00	85,000					
LVN/ Coordinator	0.40	\$ 33,280	0.40	33,280					
Dispensing Nurse (LVN)	1.00	\$ 72,800	1.00	72,800					
Outpatient Counselor - ODF	1.00	\$ 49,920	1.00	49,920					
Certified Counselor	1.00	\$ 49,920	1.00	49,920					
Certified Counselor	1.00	\$ 49,920	1.00	49,920					
Certified Counselor	1.00	\$ 49,920	1.00	49,920					
Certified Counselor - ODF	1.00	\$ 49,920	1.00	49,920					
Dispensing Nurse (LVN) on-call	0.50	\$ 36,400	0.50	36,400					
Senior Director of MHS	0.36	\$ 41,400	0.36	41,400					
Janitor	0.37	\$ 17,701	0.37	17,701					
Totals:	10.93	\$ 688,715	10.93	\$ 688,715	0.00	\$ -	0.00	\$ -	
Employee Benefits:	28%	\$ 192,840	28%	\$ 192,840	0.00%		0.00%		
TOTAL SALARIES & BENEFITS		\$ 881,555		\$ 881,555		\$ -		\$ -	

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000008696
 Program Name Methadone Maintenance
 Program Code 38164

Appendix Number B-1
 Page Number 4
 Fiscal Year 2022-2023
 Funding Notification Date 04/05/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003		
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23		
Rent	\$ 120,000	\$ 120,000		
	\$ -	\$ -		
Utilities (telephone, electricity, water, gas)	\$ 40,000	40,000		
Building Repair/Maintenance	\$ 38,185	38,185		
Occupancy Total:	\$ 198,185	\$ 198,185	\$ -	\$ -
Office Supplies	\$ 4,000	4,000		
Photocopying	\$ -	-		
Program Supplies	\$ 80,000	80,000		
Computer Hardware/Software	\$ 10,475	\$ 10,475		
Materials & Supplies Total:	\$ 94,475	\$ 94,475	\$ -	\$ -
Training/Staff Development	\$ 2,694	\$ 2,694		
Insurance	\$ 20,000	\$ 20,000		
Professional License	\$ 17,000	\$ 17,000		
Permits	\$ -	-		
Equipment Lease & Maintenance	\$ 8,000	\$ 8,000		
General Operating Total:	\$ 47,694	\$ 47,694	\$ -	\$ -
Local Travel	\$ 2,000	\$ 2,000		
Out-of-Town Travel	\$ -	-		
Field Expenses	\$ -	-		
Staff Travel Total:	\$ 2,000	\$ 2,000	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)				
Medical Director: Alexis Williams MD. (7/1/22-6/30/23)Administer medical services, plan & supervise treatment. The hourly rate is \$125, with an average of 416 hours provided during the fiscal year. (\$125 x 416) = \$52,000	\$ 52,000	\$ 52,000		
Medical Director: Catherine Olson MD. (7/1/22-6/30/23), Administer medical services, plan & supervise treatment. The hourly rate is \$125, with an average of 416 hours provided during the fiscal year. (\$125 x 416) = \$52,000	\$ 52,000	\$ 52,000		
Consultant/Subcontractor Total:	\$ 104,000	\$ 104,000	\$ -	\$ -
Other (provide detail):	\$ -	-		
Security	\$ 40,000	\$ 40,000		
	\$ -	-		
Other Total:	\$ 40,000	\$ 40,000	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 486,354	\$ 486,354	\$ -	\$ -

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

DHCS Legal Entity Number 00341		Appendix Number B-2	
Provider Name Bayview Hunters Point Foundation		Page Number 5	
Provider Number 383816		Fiscal Year 2022-2023	
Contract ID Number 1000008696		Funding Notification Date 04/05/22	
Program Name		Jail Methadone Courtesy Dosing	
Program Code		89163	
Mode/SFC (MH) or Modality (SUD)		NTP-41	
Service Description		SA-Narcotic Tx Prog OP Meth Detox (OMD)	
Funding Term (mm/dd/yy-mm/dd/yy):		07/01/22-06/30/23	
FUNDING USES			TOTAL
Salaries & Employee Benefits		\$ 274,363	\$ 274,363
Operating Expenses		\$ 41,771	\$ 41,771
Capital Expenses			\$ -
Subtotal Direct Expenses		\$ 316,134	\$ -
Indirect Expenses		\$ 47,420	\$ 47,420
Indirect %		15.0%	0.0%
TOTAL FUNDING USES		\$ 363,554	\$ -
BHS MENTAL HEALTH FUNDING SOURCES			
			\$ -
			\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ -	\$ -
BHS SUD FUNDING SOURCES			
Dept-Auth-Proj-Activity			
SUD County General Fund	240646-10000-10001681-0003	\$ 363,544	\$ 363,544
			\$ -
			\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ 363,544	\$ -
OTHER DPH FUNDING SOURCES			
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -
TOTAL DPH FUNDING SOURCES		\$ 363,544	\$ -
NON-DPH FUNDING SOURCES			
			\$ -
TOTAL NON-DPH FUNDING SOURCES		\$ -	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		363,544	-
BHS UNITS OF SERVICE AND UNIT COST			
Number of Beds Purchased			
SUD Only - Number of Outpatient Group Counseling Sessions			
SUD Only - Licensed Capacity for Narcotic Treatment Programs			
Payment Method		Cost Reimbursement (CR)	
DPH Units of Service		24,798	
Unit Type		Slot days	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 14.66	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 14.66	
Published Rate (Medi-Cal Providers Only)			Total UDC
Unduplicated Clients (UDC)		66	66

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000008696
 Program Name Jail Methadone Courtesy Dosing
 Program Code 89163

Appendix Number B-2
 Page Number 6
 Fiscal Year 2022-2023
 Funding Notification Date 04/05/22

	TOTAL		240646-10000-10001681-0003					
Funding Term	07/01/22-06/30/23		07/01/22-06/30/23					
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director of SUDS	0.25	\$ 23,250	0.25	23,250				
Administrative Program Manager	0.20	\$ 11,336	0.20	11,336				
Medical Records/ Billing Technician	0.25	\$ 12,480	0.25	12,480				
LVN/ Coordinator	0.40	\$ 33,280	0.40	33,280				
Dispensing Nurse (LVN)	1.00	\$ 62,400	1.00	62,400				
Senior Director of MHS	0.08	\$ 9,200	0.08	9,200				
Dispensing Nurse	1.00	\$ 62,400	1.00	62,400				
Totals:	3.18	\$ 214,346	3.18	\$ 214,346	0.00	\$ -	0.00	\$ -
Employee Benefits:	28%	\$ 60,017	28%	\$ 60,017	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 274,363		\$ 274,363		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000008696Program Name Jail Methadone Courtesy DosingProgram Code 89163Appendix Number B-2Page Number 7Fiscal Year 2022-2023Funding Notification Date 04/05/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003		
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23		
Rent	\$ -	\$ -		
	\$ -			
Utilities (telephone, electricity, water, gas)	\$ 12,000	\$ 12,000		
Building Repair/Maintenance	\$ 4,000	\$ 4,000		
Occupancy Total:	\$ 16,000	\$ 16,000	\$ -	\$ -
Office Supplies	\$ 1,637	\$ 1,637		
Photocopying	\$ -			
Program Supplies	\$ 9,431	\$ 9,431		
Computer Hardware/Software	\$ 2,871	\$ 2,871		
Materials & Supplies Total:	\$ 13,939	\$ 13,939	\$ -	\$ -
Training/Staff Development	\$ 832	\$ 832		
Insurance	\$ 6,000	\$ 6,000		
Professional License	\$ 2,000	\$ 2,000		
Permits	\$ -			
Equipment Lease & Maintenance	\$ 2,000	\$ 2,000		
General Operating Total:	\$ 10,832	\$ 10,832	\$ -	\$ -
Local Travel	\$ 1,000	\$ 1,000		
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
Staff Travel Total:	\$ 1,000	\$ 1,000	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -			
	\$ -			
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -			
	\$ -			
	\$ -			
Other Total:	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 41,771	\$ 41,771	\$ -	\$ -

APPENDIX D

Data Access and Sharing Terms

Article 1 Access

1.1 Revision to Scope of Access (RSA):

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

1.2 Primary and Alternate Agency Site Administrator.

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

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

1.2.2 Communicating with the SFDPH IT Service Desk;

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

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

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

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

1.3 SFDPH IT Service Desk.

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

1.4 Deprovisioning Schedule.

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

1.5 Active Directory.

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

1.6 Role Based Access.

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

1.7 Training Requirements.

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

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

1.8 Agency Data User Confidentiality Agreement.

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

1.9 Corrective Action.

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

1.10 User ID and Password.

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

1.11 Notification of Compromised Password.

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

1.12 Multi Factor Authentication.

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

1.13 Qualified Personnel.

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

1.14 Workstation/Laptop encryption.

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

1.15 Server Security.

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

1.16 Removable media devices.

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

1.17 Antivirus software.

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

1.18 Patch Management.

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

1.19 System Timeout.

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

1.20 Warning Banners.

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

1.21 Transmission encryption.

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

1.22 No Faxing/Mailing.

City Data may not be faxed or mailed.

1.23 Intrusion Detection.

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

of the City.

1.24 Security of PHI.

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

1.25 Data Security and City Data

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

1.26 Data Privacy and Information Security Program.

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

1.27 Disaster Recovery.

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

1.28 Supervision of Data.

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

1.29 As Is Access.

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

1.30 No Technical or Administrative Support.

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

1.31 City Audit of Agency and Agency Data Users.

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

1.32 Minimum Necessary.

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

1.33 No Re-Disclosure or Reporting.

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

1.34 Health Information Exchange.

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

1.35 Subcontracting.

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

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

Article 2 Indemnity

2.1 Medical Malpractice Indemnification.

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

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

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

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

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

3.2 Data Breach; Loss of City Data.

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

Agency shall take:

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

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

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

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

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

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

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

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

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

3.3 **Media Communications**

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

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

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

A. SFDPH Care Link Requirements:

1. Connectivity.

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

2. Compliance with Epic Terms and Conditions.

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

3. Epic-Provided Terms and Conditions

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

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

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

1. Connectivity.

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

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

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

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

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

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

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

2. Information Technology (IT) Support.

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

3. Access Control.

- a. Access to the BHS Electronic 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 credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.
- e. Applicants must complete myAvatar Training.
- f. Level of access is based on "Need to Know", job duties and responsibilities.

Attachment 2 to Appendix D

**Protected Information Destruction Order
Purge Certification - Contract ID # 1000008696**

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated 7/1/17 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

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

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

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

So Certified

Signature

Title:

Date:

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

1. Definitions.

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

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

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San Francisco Department of Public Health

Business Associate Agreement

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

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

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

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

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

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

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

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

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

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

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

2. Obligations of Business Associate.

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

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

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

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

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San Francisco Department of Public Health

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

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

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

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

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



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

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

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

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

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

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

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

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

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

3. Termination.

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

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



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

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

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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San Francisco Department of Public Health

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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

Contractor shall submit invoices according to the procedures established by the Department of Public Health.

The Invoice Analyst for the City shall email the Contractor the appropriate invoice template to use.

Failure to use the provided invoice template by the City may result in delayed payments.

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 ExtraordinarySession), providers that provide Women and Children’s Residential TreatmentServices shall comply with the program requirements (Section 2.5, RequiredSupplemental/Recovery Support Services) of the Substance Abuse and Mental HealthServices Administration’s Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <http://www.samhsa.gov/grants/grantannouncements/ti-14-005>.

IV Provider’s Agents and Subcontractors

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each

subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:

- i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
- ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

V Breaches and Security Incidents

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

a. Initial Notice to the Department

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

(2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of provider.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Provider shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Provider shall take:

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

b. Investigation and Investigation Report.

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

c. Complete Report.

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

d. Responsibility for Reporting of Breaches

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

e. Responsibility for Notification of Affected Individuals

If the cause of a breach of Department PHI is attributable to provider or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, provider shall bear all costs of such notifications as well as any costs associated with the breach. In

addition, the Department reserves the right to require provider to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

f. Department Contact Information

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

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

R. 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 plaining

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.

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.

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. Notification 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.

4. Subcontract Termination - Intergovernmental Agreement Exhibit A, Attachment I, III, JJ, 1

- I. The Contractor shall notify the Department of the termination of any subcontractor with a certified provider, and the basis for termination of the subcontractor, within two business days. The Contractor shall submit the notification by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov.
- II. BHS shall notify the DHCS of the termination of any subcontractor with a certified provider, and the basis for termination of the subcontractor, within two business days. The Contractor shall submit the notification by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov.
- III. BHS shall notify the DHCS-PED by email at DHCSDMCRecert@dhcs.ca.gov within two business days of learning that a contractor'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. The Contractor shall submit the notification by secure email.

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

Second Amendment

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

Recitals

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

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

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

WHEREAS, approval for this Amendment was obtained on December 16, 2019 from the Civil Service Commission under PSC number 48652 – 16/17 in the amount of \$367,880,000 for the period commencing July 1, 2017 and ending June 30, 2027;

WHEREAS, the City’s Board of Supervisors approved this Amendment by 292-23 on June 6, 2023.

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 07/01/17 between Contractor and City, as amended by the:

First Amendment, dated 07/01/22, and the Second Amendment dated 06/01/23.

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.

2.1 Section 2.1 currently reads as follows:

2.1 The term of this Agreement shall commence on July 1, 2017 and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

The City has 1 option to renew the Agreement for a period of 4 years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

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

2.1 The term of this Agreement shall commence on July 1, 2017 and expire on June 30, 2024, unless earlier terminated as otherwise provided herein.

The City has 1 option to renew the Agreement for a period of 3 years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Option 1: 7/1/2024-6/30/27

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

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the 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 **Nine Million Five Hundred Twenty Thousand Four Hundred Seventy-Two Dollars (\$9,520,472)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Eleven Million Six Hundred Thousand Dollars (\$11,600,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.3 **California Attorney General's Registry of Charitable Trusts.** *The following section is hereby added and incorporated in Article 11 of the Agreement:*

11.15 **California Attorney General's Registry of Charitable Trusts.** If a Contractor is a non-profit entity, the 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 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 at the time of contract execution and for the duration of the agreement. Any failure by Contractor or any subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

2.4 **Applicable Law.** *The following section is hereby added and incorporated in Article 11 of the Agreement:*

11.16 **Applicable Law.** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California and City's Charter. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court.

2.5 **Appendices A-1 and A-2.** Appendices A-1 and A-2 are hereby replaced in its entirety by Appendices A-1 and A-2 (for Fiscal Year 22-23), attached to this Amendment and fully incorporated within the Agreement.

2.6 **Appendix B.** Appendix B is hereby attached in its entirety by Appendix B (For Fiscal Year: 22-23), attached to this Amendment and fully incorporated within the Agreement.

2.7 **Appendices B-1 and B-2.** Appendices B-1 and B-2 are hereby attached in its entirety by Appendices B-1 and B-2 (For Fiscal Year: 22-23), attached to this Amendment and fully incorporated within the Agreement.

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

Recommended by:

DocuSigned by:
Greg Wagner 6/27/2023 | 11:22 AM PDT
28527524752949F...
Grant Colfax, MD
Director of Health
Department of Public Health

CONTRACTOR
Bayview Hunters Point Foundation

[Signature] 4.6.23
James Bouquin date
Executive Director

Approved as to Form:

David Chiu
City Attorney

City Supplier number: 0000024522

DocuSigned by:
By: Henry Lifton 6/26/2023 | 8:28 PM PDT
6D60B58424584B1...
Henry Lifton
Deputy City Attorney

Approved:

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

DocuSigned by:
By: Sailaja Kurella 9/27/2023 | 9:23 AM PDT
78EAE44AB01C4E0...

Contractor Name: Bayview Hunters Point Foundation (BVHPFCI)

Program Name: Methadone Maintenance

Appendix A-1

FY 22-23

1. Identifiers:

Program Name: Methadone Maintenance

Program Address: 1625 Carroll Avenue, San Francisco, CA 94124

Telephone: (415) 822-8200 / Fax: (415) 822-6822

Website Address: www.bayviewci.org

Contractor Name: Bayview Hunters Point Foundation for Community Improvement (BVHPFCI)

Contractors Address: 1925 Carroll Avenue, San Francisco, CA 94124

Executive Director: James Bouquin

(415) 822-8200

james.bouquin@bayviewci.org

Program Director: Trevor Roberson

(415) 822-8200 x12

trevor.roberson@bayviewci.org

Program Code(s): 38164 & 38163

2. Nature of Document:

Original Contract Amendment Revision to Program Budgets (RPB)

3. Goal Statement:

To support clients in the development of a productive and independent life through the provision of appropriate medical, psychological, and case management treatment services to improve clients' quality of life and support successful rehabilitation.

4. Priority Population:

San Francisco residents 18 and over with substance use disorders or at-risk for addiction to heroin and suffer from its attendant mental health and physical health disorders, who are unable to cease the use of heroin without medical assistance. While Bayview Hunters Point Foundation for Community Improvement welcomes and services all ethnicities and populations from all communities throughout San Francisco, services are also designed to meet the cultural and linguistic needs of the African American population primarily residing in the Southeast sector of Bayview Hunters Point and Sunnydale communities of San Francisco.

Contractor Name: Bayview Hunters Point Foundation (BVHPFCI)

Program Name: Methadone Maintenance

Appendix A-1

FY 22-23

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

Please see Appendix B-1 CRDC Page

6. Methodology:

Program Description/Philosophy

Substance Use Disorder Services embraces the San Francisco Department of Public Health's principles of Harm Reduction and Cultural Competency to provide the highest quality treatment services for clients.

BVHPFCI operates an Opioid Treatment Program (OTP) model (formerly called Narcotic Treatment Program of NTP) that directly administers methadone medication on a daily basis. We meet federal admission, discharge, and continued service criteria under 42 CFR 8.12 and California law. The OTP has previously focused on methadone maintenance to address opioid addiction. To reflect new substance, use disorder treatment services requirements under the Drug Medi-Cal Organized Delivery System (DMC-ODS) pilot, BVHPFCI proposes to add an Office-Based Opioid Treatment (OBOT) component with enhanced ambulatory addiction treatment services for patients with an opioid and/or alcohol use disorder, with a focus on the provision of Medication Assisted Treatment (MAT). The program will utilize several new therapies available to meet different levels of needs (including buprenorphine, suboxone, naloxone and disulfiram). BVHPFCI will also extend MAT therapy to patients who are solely trying to address addiction to alcohol.

Each client entering the Methadone Maintenance Program receives an intake assessment, ASAM multidimensional assessment, medical examination, and a mental health status examination. No more than five percent of clients are on a detoxification regimen designed to facilitate their transition to methadone maintenance treatment. Additionally, clients participate with counselors in developing and regularly reviewing their individualized treatment plans, which identify quantifiable quarterly and annual goals. In the ongoing phases of treatment, clients are required to participate in individual and group counseling sessions. Support groups, structured educational experiences, and recovery activities are available on a voluntary basis for interested clients. All clients will come to the clinic daily for their methadone dosing except in pandemics, epidemics, and other unforeseen crisis phenomenon which in such cases guidelines by SFDPH and/or the CDC will be adhered to as directed. All clients will have access to mental health therapy provided by the Bayview Hunters Point Foundation Mental Health Department. Staff from both programs will hold regular case conferences to determine clients' needs, the best methodology for psychological support towards recovery and monitor client progress.

In response to many inquiries from community members, residents, and phone calls from other providers, community partners, walk-ins etc. expressing the need for services to those with drug and alcohol addictions, the Bayview Hunters Point Foundation Methadone Maintenance Program has expanded our services to offer Outpatient Substance Use Disorder Treatment onsite at "The Ernest Mitchell Jr. Outpatient Services".

Contractor Name: Bayview Hunters Point Foundation (BVHPFCI)

Appendix A-1

Program Name: Methadone Maintenance

FY 22-23

The Ernest Mitchell Jr. Outpatient Services provide Outpatient services to individuals with drug and alcohol addictions (alcohol, cocaine, methamphetamine, etc.) All clients enrolled in The Ernest Mitchell Jr. Outpatient services are assessed for a Substance Use Disorder Diagnosis to determine medical necessity using the Diagnostic and Statistical Manual of Mental Disorders “DSM-V”.

Outreach and referral priority is for Jelani Family Step-Down Program, Bayview Hunters Point Foundation Behavioral Health Services, Bayview SAFE Navigation Center, Bayshore Navigation Center, Bayview Hill Gardens, The Arlington Hotel, and any of the Foundation’s departments providing services servicing individual adults. Outreach services to other community partners include United Council of Human Services, Bayview Senior Services, Southeast Health Clinic, Third Street Clinic, Drug Court, San Francisco Sheriff Department, and collaboration with all partners in the Bayview community at large. We will also accept self-referrals. Each Outpatient client enrolled in the program will receive an intake assessment and health screening. Clients will be assigned a counselor to develop individualized treatment plans. The development and review of the treatment plan will allow clients to establish goals with their counselor to address needs and barriers towards recovery and maintaining sobriety. Outpatient clients will participate in individual and group counseling as part of the treatment plan. BVHPFCI SUDS will encourage clients to engage in additional outside support groups, structured educational projects, and recovery activities i.e. (Narcotic Anonymous, Alcohol Anonymous groups and Harm Reduction).

Additional Medication Assisted Treatment (MAT)

- Antabuse-Disulfiram (for Alcohol Use Disorder)
- Naloxone (Narcan)
- Naltrexone

Buprenorphine/Naloxone-Combo MAT services will include:

- Orientation appointment in which induction procedures are reviewed
- Preliminary evaluation is completed
- Baseline lab work is drawn at this visit (physical)
- Consent forms are reviewed and signed
- 2nd appointment for client presents in withdrawal to begin induction

Buprenorphine and other therapies will be available on-site for clients.

Admission Criteria

Clients seeking admission for Methadone Maintenance treatment must meet the following minimum criteria, which is entered in their individual treatment records upon acceptance into the program:

- Confirmed and documented history of at least two-years addiction to opiates
- Confirmed history of two or more unsuccessful attempts in withdrawal treatment with subsequent relapse to illicit opiate use
- A minimum age of 18 year
- Certification by the physician of fitness for replacement narcotic therapy based upon physical examination, medical history, and indicated laboratory findings
- Evidence of observed signs of physical dependence

Contractor Name: Bayview Hunters Point Foundation (BVHPFCI)

Program Name: Methadone Maintenance

Appendix A-1

FY 22-23

Clients seeking admission to the Outpatient Treatment Services, must meet the following minimum criteria, which will also be entered in their individual treatment records upon acceptance into the program:

- Identified primary alcohol, cocaine, methamphetamine, and other drug-related problem
- Demonstrated willingness to participate in ongoing counseling services and program activities
- A minimum age of 18 years

Intended and Average Length of Stay

The intended length of stay for new clients admitted to the Methadone Maintenance Program is two (2) years. The current average length of stay is (3+) years. The goal is to taper the client off methadone as the client makes progress towards recovery. However, clients in consultation with his/her counselor, therapist, and physician, may choose to remain on methadone if the methadone benefits the clients. Extended treatment can be provided based upon approved treatment plans and client involvement.

The intended length of stay for new clients admitted to the Outpatient Program will be 12 months. The average length of stay will be six months. The 12-month length of stay projection for Outpatient clients is based on the anticipated client need and treatment planning. If it is established between the client and counselor that additional time is needed before discharge, the program will review and modify treatment accordingly.

Extended treatment will be provided based on approved treatment plans and client involvement.

Criteria for Successful Participation

1. Continued presence at the clinic for daily dosing and counseling sessions with primary counselor
2. Adherence to self-developed treatment goals
3. Adherence to daily presence at clinic for dosing and counseling sessions

Criteria for Successful Completion

Successful completion of the program is on a continuum. It begins at the start of treatment and is recognized by the adherence to daily visits to the clinic and progresses to a client who is clean and sober, who no longer needs methadone treatment to remain heroin-free and who could be, based on client objectives, employable, connected to family, remaining arrest-free and with no visits to the Emergency Department at the hospital for substance use sickness or injury. The program uses client established treatment plan goals to define the place on the continuum where the client starts and ends.

Clients enrolled in The Ernest Mitchell Jr. Outpatient Services, will be screened for non-use of alcohol, cocaine, methamphetamine, and other drugs for at least six months. There must be regular and active participation in the therapeutic milieu of the program.

With the regular and active participation in the therapeutic milieu, the client(s) will have demonstrated a behavioral change and have an increased role of responsibility and leadership in treatment.

Strategies

The Methadone Maintenance Program's Administrative Staff manages a list of interested persons who are awaiting methadone maintenance services. The Medical Director and Methadone Program Coordinator have responsibility for holding regularly scheduled individual and group supervision sessions with the counseling staff. The dual purpose of these sessions is to both oversee the counseling staff's ongoing clinical work and to provide them with in-service training to help develop skills for the continued operation of a client-directed and rehabilitation-oriented therapeutic milieu.

This milieu program will include the following levels of client participation:

Contractor Name: Bayview Hunters Point Foundation (BVHPFCI)

Appendix A-1

Program Name: Methadone Maintenance

FY 22-23

- Intake and orientation
- Program operation
- Transition
- Aftercare

Upon admission, the clients work directly with his/her primary counselor to develop and complete an initial needs assessment and treatment plan. These documents become effective when the client's primary counselor signs them.

The Ernest Mitchell Jr. Outpatient Services will work in conjunction with the Methadone Maintenance Program to create a treatment milieu utilizing a bio-psychosocial therapeutic treatment approach. As the client directed treatment milieu evolves, clients in the Outpatient Services who are interested in furthering their recovery goals will be incorporated into ongoing program activities. This client directed treatment milieu will utilize a harm reduction philosophy from a culturally competent perspective and will include the following levels of client participation:

- Assessment and Intake
- Program Orientation
- Treatment Process
- Counseling Services
- Community Socialization
- Discharge Planning/Aftercare

The levels of participation in the Outpatient Treatment program will allow clients to develop the necessary skills to identify triggers for relapse, develop coping skills to combat triggers and build a support network to maintain sobriety. This will allow clients the ability to function productively in the community. Clients will be required to carry out a basic level of mandatory responsibility beginning early in their treatment within the program i.e., intake and orientation. Once clients successfully complete the intake and orientation level, they will begin the treatment process. The treatment process will consist of development of an individualized treatment plan, individual and group counseling, establishing support groups and other activities. The graduation level will coincide with the treatment level once clients demonstrate the ability to maintain sobriety i.e., behavior change "impulsivity", increased engagement with services, finding or maintaining housing, and finding or maintaining employment. These demonstrations will have earned the right to a successful discharge from the Outpatient Treatment Program. The aftercare level will consist of providing the clients with case management services for continuity of care. This will allow the clients to continue to be linked to services in the community. The program will be structured to reward clients to reinforce positive behaviors; personal growth being displayed increases continued successful functioning in the levels of participation.

The structure of the program will be an ongoing continuum of counseling services, skills building activities and other weekly services. The program structure will consist of a mixture of various counseling and treatment planning interventions along with a mix of educational, pre-vocational and artistic activities. The focus of these activities and interventions will be on assisting the clients in meeting the goals of their treatment plans, increasing their level of self-esteem, and increasing their ability to function productively in the community. It is projected that within 15 calendar days from the client's admission to the program, he or she will work directly with a counselor.

Needs Assessment

The needs assessment process for all Methadone Maintenance and Outpatient Services clients includes:

- a. A summary of the client's psychological and sociological background, including specific educational and vocational experiences, skills (technical, vocational, artistic, etc.) and interests.

Contractor Name: Bayview Hunters Point Foundation (BVHPFCI)

Appendix A-1

Program Name: Methadone Maintenance

FY 22-23

The client's strengths, needs, abilities, and preferences which are documented in the client's own words:

- a. An assessment of the client's needs for:
- b. Dental, Vision, Health, Mental Health, and Complimentary Care
- c. HIV, Hepatitis C and Sexually Transmitted Disease/Infectious Disease screening
- d. Educational, economic, and legal services
- e. Vocational habilitation and or rehabilitation

Treatment Plan

- a. Quantifiable short-term (requires 90 days or less to achieve) and long-term (requires over 90 days to achieve) goals to be achieved by the client that are based on identified needs with estimated target dates for their attainment
- b. Specific behavioral tasks the client must accomplish to achieve each treatment plan goal within the time period of the estimated target dates
- c. A description of the type, purpose and frequency of counseling and program activities the client will be participating in
- d. Clients' Primary Counselors will formally evaluate and update the needs assessments and treatment plans every three months (or sooner if indicated) from the date of clients' signed admission to the program.

A twice a year review will also occur at joint mental health case conferences. This review process will be documented and includes:

- a. An evaluation of the results stemming from the monthly progress notes
- b. A summary of the client's progress or lack thereof towards achieving each of the identified goals in their previous treatment plan. Changes, adjustments, and additions to the client needs assessment.
- c. New goals and behavioral tasks for any newly identified needs, and related changes in the type and frequency of the counseling
- d. Services being provided to the client as well as their level of participation in the program.
- e. The completed, updated treatment plan becoming effective on the day the primary counselor signs it.

The Program Coordinator, Clinical Coordinator and the Medical Director of the Methadone Maintenance and Outpatient Program will review all initial and updated treatment plans and needs assessments within 14 calendar days from the effective dates of the plans. Upon the final review of the plan of care the Medical Director/ LPHA will verify findings and sign individual plans where it is deemed clinically or medically appropriate.

Outreach

The Methadone Maintenance and Outpatient Services outreach efforts are spread throughout the city and county of San Francisco. The primary outreach relationships have been developed with BVHPF, Jelani Family Residential Step-Down Program, Navigation Centers, (Bayview SAFE, Bayshore SAFE, Bayview Hills Garden, United Council, (HOPE SF Alice Griffith Housing Development, Phoenix Project), Project Homeless Connect, Southeast Health Center, and The George Davis Senior Services.

Discharge Criteria for Non-Compliance:

If a client(s) has fourteen (14) consecutive days of no shows for dosing and make threats or display acts of violence against staff or other clients could be grounds for termination. Clients are informed and have the right to access the grievance process if they feel the decision to discharge is unfair.

Contractor Name: Bayview Hunters Point Foundation (BVHPFCI)

Appendix A-1

Program Name: Methadone Maintenance

FY 22-23

Schedule:

The schedule for Methadone Maintenance dosing is as follows:

DAYS	TIMES
Monday – Friday	6:15 a.m. – 12:00 p.m.
Saturday – Sunday	7:00 a.m. – 11:00 a.m.
Holidays	6:15 a.m. – 10:00 a.m.

The Outpatient Schedule of Services are as follows:

DAYS	TIMES
Monday – Friday	8:00 a.m. – 6:00 p.m.

Linkages

Community resources are regularly utilized for Methadone Maintenance and Outpatient clients through our case management services. Additional resources are i.e., life skills classes, workforce development, mental health therapy, clinical case management and financial education. External linkages outside of BVHPFCI wrap around services include -Young Community Developers, Northern California Service League; San Francisco Homeless Connect; Bayview Mental Health Services, Westside Community Services, SF Department of Human Services.

Staffing

The Methadone Maintenance and Outpatient Program's medical, clinical, and administrative staff ensures efficient and effective program operations and service delivery. All SUD Counselors are certified and/or registered to meet the State of California requirements. Licenses for all Nurses and Physicians are required and monitored for good standing. Refer to Exhibit B for further information on staffing.

7. Objectives and Measurements:

All objectives and descriptions of how objectives will be measured, are contained in the BHS document entitled Performance Objectives, Fiscal Year 2022-2023

8. Continuous Quality Improvement:

BVHPFCI Use Disorder - Narcotic Treatment Programs: Methadone Maintenance/Jail Dosing Programs /Outpatient Program CQI activities are designed to enhance, improve and monitor quality of services.

- A. Our Program identifies areas of improvement through chart reviews and case conferences, which are conducted monthly. Avatar and Methasoft reports are also reviewed and reconciled on a monthly basis by the Medical Records Staff. Participants in the case conference meetings include the Medical Director, Staff Physician, Program Coordinator, Clinical Coordinator and Counselors. Our counselors receive monthly supervision from the Clinical Coordinator/Supervisor where they are advised on client cases such as treatment planning, continued care and discharge status.
- B. To ensure continuous monitoring, a list of contract performance objectives is provided to all staff. Outcomes are reviewed, analyzed, and reconciled for accuracy with the Avatar reports. An annual performance assessment and improvement plan is used to track outcomes of mandatory objectives and reviewed on a quarterly basis.
- C. Our Program monitors documentation quality by reviewing case files through periodic reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Community Behavior Health Services (BHS), with standards and practices defined by Department

Contractor Name: Bayview Hunters Point Foundation (BVHPFCI)

Appendix A-1

Program Name: Methadone Maintenance

FY 22-23

of Health Care Services (DHCS) and Commission of Accredited Rehabilitative Facilities (CARF). To ensure compliance with documentation of treatment plans, case notes and timely signatures, monthly chart reviews are conducted by Medical Records Staff and Counselors, then discussed with the Program Coordinator/Supervisor for follow-up issues.

- D. All staff participates in an annual documentation training provided internally and by Behavioral Health Services. Staff meetings are on a biweekly/monthly basis as a venue where staff can discuss administrative and clinical issues.
- E. All program staff participates in an annual Cultural Competency/Law, Ethics and Boundaries Training-g geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored by Department of Public Health (DPH) and Behavior Health Services (BHS). A list of other staff trainings includes Privacy and Compliance, Blood Borne Pathogens, Sexual Orientation & Gender Identity, Active Shooter, CPR/First Aid, Sexual Harassment, Code of Conduct, Documentation Review and Corporate Compliance.
- F. BVHPFCI values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual Focus Groups and Client Satisfaction Surveys administered on an annual basis. Client's suggestions from Focus Groups are documented and then discussed with the multi-disciplinary staff. Changes that improve the efficacy, quality or outcomes of program services are prioritized for implementation. Results of the focus groups are posted throughout the facility that encourages clients to give additional feedback. We also provide a suggestion box for clients and staff. BHS client satisfaction results are reviewed and discussed with staff and clients. The Jail Methadone Courtesy Dosing Program is an ancillary program that is jail-based; therefore, the client satisfaction surveys objective is waived.
- G. Continuous quality improvement assures that program will remain licensed by the State Department of Health Care Services (DHCS), comply with its licensing regulation, maintain accreditation as required through the Substance Abuse and Mental Health Services Administration (SAMSHA) under new federal regulations, and maintain CARF certification under guided regulations. The Foundation will work with Behavior Health Services (BHS) to meet and comply with all state and Drug Medi-Cal Waiver requirements to continue to offer Opioid Treatment and Outpatient Services.
- H. The Narcotic Treatment Programs: Methadone Maintenance/Detoxification, Jail Dosing and Outpatient Programs will comply with San Francisco Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Health Insurance Portability Accountability Act (HIPAA), and Cultural Competency.

9. Required Language:

NA

10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):

NA

1. Agency and Program Information:

Bayview Hunters Point Foundation for Community Improvement (BVHPFCI)

Program Name: Jail Methadone Courtesy Dosing

1625 Carroll Street

Ph. (415) 822-8200

San Francisco, CA 94124 Fax: (415) 822-6822

www.bayviewci.org

Trevor Roberson, Program Director, Substance Use Disorder Services

Ph. (415) 822-8200

trevor.roberson@bayviewci.org

Program Code: 38164

2. Nature of Document:

Check one **Original** **Contract Amendment** **Revision to Program Budgets (RPB)**

3. Goal Statement:

To provide daily doses of methadone to incarcerated clients as provided in community-based Narcotic Treatment Programs (whether Methadone Maintenance or Detoxification) to facilitate transition back to the community Narcotic Treatment Program once the client is released.

4. Target Population:

San Francisco residents who are using, addicted to, or at-risk for substance use addiction that include incarcerated adult males, females and transgender heroin users, who are unable to cease the use of heroin without medical assistance, currently registered in a Narcotic Treatment Program and are incarcerated in the San Francisco City and County jails. While BVHPFCI welcomes and Services all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of the African-American population in the Bayview Hunters Point and Sunnyside neighborhoods of San Francisco.

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

See Appendix B CRDC page

6. Methodology

Program Description/Philosophy:

The Jail Methadone Maintenance and Detoxification Programs provide methadone maintenance or detoxification dosing services to eligible incarcerated clients, who come from San Francisco neighborhoods that include Bayview Hunters Point and Sunnydale.

The staff Dispensing Nurses for this program, after obtaining the appropriate documentation and medical orders from the treating physicians of the incarcerated clients at their home clinics, provide daily methadone maintenance or detoxification dosing services as prescribed by the clients' clinic physicians.

The Jail Methadone Dosing Program embraces the San Francisco Department of Public Health's principles of Harm Reduction and Cultural Competency to provide the highest quality treatment service resources for clients. Adherence to these principles facilitates efforts by clients to return to successful community living in a productive and independent lifestyle as possible. (All Group activity will be placed on hold during the Pandemic, and will resume when it is safe.)

Admission Criteria:

Clients who become incarcerated while enrolled in a San Francisco County funded Narcotic Treatment Program.

Intended and Average Length of Stay:

The intended length of stay is less than 30 days. However, clients may receive jail dosing for more than 30 days based on the treating physician's orders and the Jail Health Services recommendation.

Strategies:

The Dispensing Nurses in this service unit identify on a daily basis, incarcerated clients in the San Francisco County Jails who are currently active on the rolls of a county funded Methadone Treatment Program. After receiving signed orders from clients' treating physicians in their respective Methadone Treatment Programs, the prescribed dose of methadone is prepared and delivered to the jails where the eligible clients are currently residing. Dispensing Nurses maintain all appropriate documentation regarding the dosing. The counseling requirement is waived for incarcerated clients.

Discharge Criteria for Non-Compliance:

The discharge standards for non-compliance are those which are applicable to and required by the client's home clinic. If clients are tapered off methadone while in jail, they cannot receive methadone after being tapered off. If clients are transferred to state prison, their participation in the program will be terminated as state prisons do not provide methadone dosing.

Schedule:

Dispensing Nurses deliver doses of methadone to San Francisco County Jails to eligible clients Mondays through Fridays. Methadone doses for weekends and holidays are prepared on Fridays and signed over to Jail Health Services staff to be administered.

Progression:

The treating physician in the community Narcotic Treatment Program establishes the progression of treatment for clients.

Linkages:

BHPFCI Substance Use Disorder Services maintains linkages with Jail Health Services and other San Francisco County funded Narcotic Treatment Programs (BAART-Geary/FACET, BAART-Market, San Francisco General Hospital OTOP, OBOT, Fort Help and Westside). These programs are in the process of developing a unified Memorandum of Understanding to guide the Jail Methadone Dosing process.

Staffing:

The Jail Methadone Maintenance and Detoxification Program's medical, clinical and administrative staff ensures efficient and effective program operation and service delivery. Refer to Exhibit B for further information on staffing.

7. Objectives and Measurements

There are no assigned objectives for FY 22-23 per System of Care Program Manager

8. Continuous Quality Improvement

- A. Our Program identifies areas of improvement through chart reviews and case conferences which are conducted monthly. Avatar reports are reviewed and reconciled on a monthly basis by the Medical Record's Staff. Participants in the case conference meetings include Medical Director/Staff Physician, Unit Coordinator/Supervisor and counselors. Our Counselors receives monthly supervision from the Unit Coordinator/Supervisor where they are advised on client cases such as treatment planning, continued care and discharge status.

To ensure continuous monitoring, a list of contract performance objectives is provided to all staff. Outcomes are reviewed, analyzed and reconciled for accuracy with the Avatar reports. An annual performance assessment and improvement plan is used to track outcomes of mandatory objectives and reviewed on a quarterly basis.

- B. Our Program monitors documentation quality by reviewing case files through periodic chart reviews. The review process is conducted based on guidelines set forth by the Department of Public Health (DPH) and Behavior Health Services (BHS), with standards and practices defined by Department of Health Care Services (DHCS) and Commission of Accredited

Rehabilitative Facilities (CARF). To ensure compliance with documentation of treatment plans, case notes and timely signatures, monthly chart reviews are conducted by Medical Records Staff and Counselors; then discussed with Unit Coordinator/Supervisor for follow-up issues. All staff participates in annual documentation trainings provided internally and by Behavioral Health Services (BHS). Staff meetings are also held on a monthly basis as a venue where staff can discuss administrative and clinical issues.

C. All program staff participates in an annual Cultural Competency/

Law, Ethics and Boundaries Training- geared towards providing an understanding and acceptance of beliefs, values, ethics of others and skills that are necessary to work with and serve diverse populations. Staff also participates in Cultural Competency Trainings sponsored by Department of Public Health (DPH) and Behavior Health Services (BHS).

BHS does not prepare a report for the Jail Methadone Courtesy Dosing Program, as units of service for this program are not entered into Avatar. However, this program will prepare in-house reports for BHS as required, which will include units of service and the unduplicated client count.

D. BVHPFCI values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual focus groups and client satisfaction surveys. The annual focus groups and client satisfaction surveys are administered on an annual basis. Client's suggestions from focus groups are documented and then discussed with the multidisciplinary staff. Changes that improve the efficacy, quality or outcomes of program services are prioritized for implementation. Results of the focus groups are posted throughout the facility which encourages clients to give additional feedback. We also provide a suggestion box for clients and staff. BHS client satisfaction results are reviewed and discussed with staff and clients.

Continuous quality improvement assures that program will remain licensed by the State Department of Health Care Services (DHCS), be in compliance with its licensing regulation and maintain accreditation as required through the Substance Abuse and Mental Health Services Administration (SAMSHA) under new federal regulations.

The Narcotic Treatment Programs: Methadone Maintenance/Detoxification, Jail Dosing Programs will comply with San Francisco Health Commission, Local, State, Federal and/or Funding Source policies and requirements such as Health Insurance Portability Accountability Act (HIPAA), and Cultural Competency. The Jail Methadone Courtesy Dosing Program is an ancillary program that is jail-based; therefore the client satisfaction surveys objective is waived.

9. Required Language: N/A

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:

- B-1: Methadone Maintenance
- B-2: Jail Methadone Courtesy Dosing Program

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$243,497** 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 Term	Estimated Funding Allocation
July 1, 2017 - June 30, 2018	\$ 288,836
July 1, 2018 - June 30, 2019	\$ 1,460,625
July 1, 2019 - June 30, 2020	\$ 1,758,132
July 1, 2020 - June 30, 2021	\$ 1,758,132
21-22 CODB/ MCO	\$ 55,404
July 1, 2021 - June 30, 2022	\$ 1,879,802
July 1, 2022 - June 30, 2023	\$ 2,037,045
July 1, 2023 - June 30, 2024	<u>\$ 2,118,527</u>
total	\$ 11,356,503
contingency	<u>\$ 243,497</u>
total	\$ 11,600,000

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 <u>00341</u>		Appendix B, Page 1			
Legal Entity Name/Contractor Name <u>Bayview Hunters Point Foundation</u>		Fiscal Year <u>2022-2023</u>			
Contract ID Number <u>1000008696</u>		Funding Notification Date <u>08/19/22</u>			
Appendix Number	B-1	B-2			
Provider Number	383816	383816			
Program Name	Methadone Maintenance	Jail Methadone Courtesy Dosing			
Program Code	38164 3816OP	89163			
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23			
FUNDING USES					TOTAL
Salaries	\$ 723,525	\$ 222,440			\$ 945,965
Employee Benefits	\$ 185,697	\$ 64,508			\$ 250,205
Subtotal Salaries & Employee Benefits	\$ 909,222	\$ 286,948	\$ -	\$ -	\$ 1,196,170
Operating Expenses	\$ 524,866	\$ 50,307			\$ 575,173
Capital Expenses					\$ -
Subtotal Direct Expenses	\$ 1,434,088	\$ 337,255	\$ -	\$ -	\$ 1,771,343
Indirect Expenses	\$ 215,114	\$ 50,588			\$ 265,702
Indirect %	15.0%	15.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,649,202	\$ 387,843	\$ -	\$ -	\$ 2,037,045
				Employee Benefits Rate	26.6%
BHS SUD FUNDING SOURCES					
SUD Fed DMC FFP, CFDA 93.778	\$ 796,681				\$ 796,681
SUD State DMC	\$ 428,983				\$ 428,983
SUD County General Fund	\$ 341,945	\$ 387,843			\$ 729,788
					\$ -
TOTAL BHS SUD FUNDING SOURCES	\$ 1,567,609	\$ 387,843	\$ -	\$ -	\$ 1,955,452
OTHER DPH FUNDING SOURCES					
BH MC County Prop C Homeless Services	\$ 81,593				\$ 81,593
					\$ -
TOTAL OTHER DPH FUNDING SOURCES	\$ 81,593	\$ -	\$ -	\$ -	\$ 81,593
TOTAL DPH FUNDING SOURCES	\$ 1,649,202	\$ 387,843	\$ -	\$ -	\$ 2,037,045
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	\$ 1,649,202	\$ 387,843	\$ -	\$ -	\$ 2,037,045
Prepared By				Phone Number	

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

DHCS Legal Entity Number 00341						Appendix Number B-1			
Provider Name Bayview Hunters Point Foundation						Page Number 2			
Provider Number 383816						Fiscal Year 2022-2023			
Contract ID Number 1000008696						Funding Notification Date 08/19/22			
Program Name	Methadone Maintenance								
Program Code	38164	38164	38164	38164	38164	3816OP	3816OP	3816OP	
Mode/SFC (MH) or Modality (SUD)	ODS-120d	ODS-120i	ODS-120g	ODS-120dbct	ODS-120cm	ODS-91g	ODS-91i	Anc-68	
Service Description	ODS NTP Methadone - Dosing	ODS NTP - Individual Counseling	ODS NTP - Group Counseling	ODS NTP Dosing - Bupe Combo - Tablets	ODS NTP Case Management	ODS OT Group Counseling	ODS OT Individual Counseling	SA-Ancillary Svcs Case Mgmt	
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23	
FUNDING USES									TOTAL
Salaries & Employee Benefits	\$ 350,537	\$ 280,429	\$ 24,537	\$ 10,516	\$ 35,054	\$ 32,928	\$ 104,272	\$ 70,950	\$ 909,222
Operating Expenses	\$ 219,481	\$ 175,585	\$ 15,363	\$ 6,585	\$ 21,948	\$ 20,616	\$ 65,287	\$ -	\$ 524,866
Capital Expenses									\$ -
Subtotal Direct Expenses	\$ 570,018	\$ 456,014	\$ 39,900	\$ 17,101	\$ 57,002	\$ 53,544	\$ 169,559	\$ 70,950	\$ 1,434,088
Indirect Expenses	\$ 85,503	\$ 68,402	\$ 5,985	\$ 2,565	\$ 8,550	\$ 8,032	\$ 25,434	\$ 10,643	\$ 215,114
Indirect %	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%
TOTAL FUNDING USES	\$ 655,521	\$ 524,416	\$ 45,885	\$ 19,666	\$ 65,552	\$ 61,576	\$ 194,993	\$ 81,593	\$ 1,649,202
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity	350,536.96	280,429.14	24,536.80	10,516.31	35,053.64	32,927.49	104,271.65	0.00
SUD Fed DMC FFP, CFDA 93.778	240646-10000-10001681-0003	\$ 333,147	\$ 266,515	\$ 23,319	\$ 9,995	\$ 33,314	\$ 31,293	\$ 99,098	\$ 796,681
SUD State DMC	240646-10000-10001681-0003	\$ 179,385	\$ 143,509	\$ 12,557	\$ 5,381	\$ 17,939	\$ 16,851	\$ 53,361	\$ 428,983
SUD County General Fund	240646-10000-10001681-0003	\$ 142,989	\$ 114,392	\$ 10,009	\$ 4,290	\$ 14,299	\$ 13,432	\$ 42,534	\$ 341,945
									\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ 655,521	\$ 524,416	\$ 45,885	\$ 19,666	\$ 65,552	\$ 61,576	\$ 194,993	\$ -
OTHER DPH FUNDING SOURCES	Dept-Auth-Proj-Activity	0.42	0.33	0.03	0.01	0.04	0.04	0.12	
BH MC County Prop C Homeless Services	210708-21531-10037397-0007								\$ 81,593
									\$ -
TOTAL OTHER DPH FUNDING SOURCES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,593
TOTAL DPH FUNDING SOURCES		\$ 655,521	\$ 524,416	\$ 45,885	\$ 19,666	\$ 65,552	\$ 61,576	\$ 194,993	\$ 81,593
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		655,521	524,416	45,885	19,666	65,552	61,576	194,993	81,593
BHS UNITS OF SERVICE AND UNIT COST									
Number of Beds Purchased									
SUD Only - Number of Outpatient Group Counseling Sessions									
SUD Only - Licensed Capacity for Narcotic Treatment Programs		400							
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)
DPH Units of Service	40,464	27,514	10,219	618	2,300	1,398	4,426	1,402	
Unit Type	Dose	10 Minutes	10 Minutes	Dose	15 minutes	15 minutes	15 minutes	Hours	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	\$ 16.20	\$ 19.06	\$ 4.49	\$ 31.80	\$ 28.50	\$ 44.05	\$ 44.06	\$ 58.20	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 16.20	\$ 19.06	\$ 4.49	\$ 31.80	\$ 28.50	\$ 44.05	\$ 44.06	\$ 58.20	
Published Rate (Medi-Cal Providers Only)	\$ 16.20	\$ 19.06	\$ 4.49	\$ 31.80	\$ 28.50	\$ 44.05	\$ 44.06		Total UDC
Unduplicated Clients (UDC)	150	Included	Included	Included	Included	15	Included	Included	165

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000008696
 Program Name Methadone Maintenance
 Program Code 38164, 3816OP

Appendix Number B-1
 Page Number 3
 Fiscal Year 2022-2023
 Funding Notification Date 08/19/22

		TOTAL		240646-10000-10001681-0003		210708-21531-10037397-0007			
Funding Term	07/01/22-06/30/23			07/01/22-06/30/23		07/01/22-06/30/23			
Position Title	Personnell	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director of Behavioral Health	Cristobal Hernandez	0.37	\$ 42,918	0.37	42,918				
Medical Director/Psychiatrist	Version assumes position not filled until next year in the meantime position filled by consultant in B-1 Operating Expense	-	\$ -	-	-				
Administrative Program Mgr & staff	Linda Nicholson	1.00	\$ 60,000	1.00	60,000				
Medical Records/ Billing Technician	Ursula Choice	1.00	\$ 46,834	1.00	46,834				
LVN/ Coordinator	Kenneth Cabanero	1.00	\$ 77,974	1.00	77,974				
Dispensing Nurse (LVN)	Ferrell Jordan	0.90	\$ 70,177	0.90	70,177				
Dispensing Nurse (LVN)	Mari Gonzalez	1.00	\$ 68,438	1.00	68,438				
Outpatient Counselor - ODF	Verna Brown	1.00	\$ 63,921	1.00	63,921				
Certified Counselor	Norman Mathis	1.00	\$ 50,608	1.00	50,608				
Certified Counselor	Kelly Pierce	1.00	\$ 43,801	1.00	43,801				
Certified Counselor	Portia Johnson/ T Fos	1.00	\$ 40,608	1.00	40,608				
Dispensing Nurse (LVN) on-call	Ron Lawlas	0.41	\$ 30,750	0.41	30,750				
Clinical Case Managers		-	\$ -	-	-				
SUDS Manager	Toshia Webster	1.00	\$ 96,246	0.74	71,037	0.26	25,209		
SUDS Navigator	Position vancant .5 FT	0.50	\$ 31,250	-	-	0.50	31,250		
Totals:		11.18	\$ 723,525	10.42	\$ 667,066	0.76	56,459	0.00	\$ -
Employee Benefits:		25.67%	\$ 185,697	25.67%	\$ 171,206	25.67%	\$ 14,491	0.00%	
TOTAL SALARIES & BENEFITS			\$ 909,222		\$ 838,272		\$ 70,950		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 100008696
 Program Name Methadone Maintenance
 Program Code 38164, 3816OP

Appendix Number B-1
 Page Number 4
 Fiscal Year 2022-2023
 Funding Notification Date 08/19/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003	210708-21531-10037397-0007		
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23	07/01/22-06/30/23		
Rent	\$ 130,000	\$ 130,000			
Utilities (telephone, electricity, water, gas)	\$ -	-			
Building Repair/Maintenance	\$ -	-			
Occupancy Total:	\$ 130,000	\$ 130,000	\$ -	\$ -	\$ -
Office Supplies	\$ 4,000	4,000			
Photocopying	\$ -	-			
Program Supplies	\$ 85,167	85,167			
Computer Hardware/Software	\$ 10,475	\$ 10,475			
Materials & Supplies Total:	\$ 99,642	\$ 99,642	\$ -	\$ -	\$ -
Training/Staff Development	\$ 2,694	\$ 2,694			
Insurance	\$ 23,530	\$ 23,530			
Professional License	\$ 17,000	\$ 17,000			
Permits	\$ -	-			
Equipment Lease & Maintenance	\$ 8,000	\$ 8,000			
General Operating Total:	\$ 51,224	\$ 51,224	\$ -	\$ -	\$ -
Local Travel	\$ 2,000	\$ 2,000			
Out-of-Town Travel	\$ -	-			
Field Expenses	\$ -	-			
Staff Travel Total:	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -
Doctor C. Olson, Services Agreement 7/1/2022 - 9/30/2022 at rate \$1,000 per week.	\$ 15,000	\$ 15,000			
Doctor Alexis Williams, Services Agreement effective 7/1/2022 - 12/31/2022 at rate \$2,000 per week.	\$ 39,000	\$ 39,000			
Doctor Norris Hollie . This is contract hire for Medical Director/Psychiatrist which ultimately be permanent salaried position - next year	\$ 188,000	\$ 188,000			
Consultant/Subcontractor Total:	\$ 242,000	\$ 242,000	\$ -	\$ -	\$ -
Other (provide detail):	\$ -	\$ -			
	\$ -	-			
Other Total:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 524,866	\$ 524,866	\$ -	\$ -	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)DHCS Legal Entity Number 00341Appendix Number B-2Provider Name Bayview Hunters Point FoundationPage Number 5Provider Number 383816Fiscal Year 2022-2023Contract ID Number 1000008696Funding Notification Date 08/19/22

Program Name	Jail Methadone Courtesy Dosing			
Program Code	89163			
Mode/SFC (MH) or Modality (SUD)	NTP-41			
Service Description	Methadone Dosing			
Funding Term	07/01/22-06/30/23			
FUNDING USES				TOTAL
Salaries & Employee Benefits	\$ 286,948			\$ 286,948
Operating Expenses	\$ 50,307			\$ 50,307
Capital Expenses				\$ -
Subtotal Direct Expenses	\$ 337,255	\$ -	\$ -	\$ 337,255
Indirect Expenses	\$ 50,588			\$ 50,588
Indirect %	15.0%	0.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 387,843	\$ -	\$ -	\$ 387,843
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity		
SUD County General Fund	240646-10000-10001681-0003	\$ 387,843		\$ 387,843
				\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ 387,843	\$ -	\$ 387,843
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		387,843	-	387,843
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased				
SUD Only - Number of Outpatient Group Counseling Sessions				
SUD Only - Licensed Capacity for Narcotic Treatment Programs				
Payment Method	Cost Reimbursement (CR)			
DPH Units of Service	23,941			
Unit Type	Dose	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 16.20	\$ -	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 16.20	\$ -	\$ -	
Published Rate (Medi-Cal Providers Only)				Total UDC
Unduplicated Clients (UDC)	66			66

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000008696
 Program Name Jail Methadone Courtesy Dosing
 Program Code 89163

Appendix Number B-2
 Page Number 6
 Fiscal Year 2022-2023
 Funding Notification Date 08/19/22

	TOTAL		240646-10000-10001681-0003					
Funding Term	07/01/22-06/30/23		07/01/22-06/30/23					
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Administrative Program Manager	0.20	\$ 14,000	0.20	14,000				
Medical Records/ Billing Technician	0.25	\$ 14,040	0.25	14,040				
LVN/ Coordinator	0.40	\$ 34,000	0.40	34,000				
Dispensing Nurse (LVN)	1.00	\$ 75,000	1.00	75,000				
Senior Director of MHS	0.08	\$ 10,400	0.08	10,400				
Dispensing Nurse	1.00	\$ 75,000	1.00	75,000				
Totals:	2.93	\$ 222,440	2.93	\$ 222,440	0.00	\$ -	0.00	\$ -
Employee Benefits:	29.00%	\$ 64,508	29.00%	\$ 64,508	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 286,948		\$ 286,948		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000008696
 Program Name Jail Methadone Courtesy Dosing
 Program Code 89163

Appendix Number B-2
 Page Number 7
 Fiscal Year 2022-2023
 Funding Notification Date 08/19/22

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003		
Funding Term	07/01/22-06/30/23	07/01/22-06/30/23		
Rent	\$ -	\$ -		
Utilities (telephone, electricity, water, gas)	\$ 12,000	\$ 12,000		
Building Repair/Maintenance	\$ 4,000	\$ 4,000		
Occupancy Total:	\$ 16,000	\$ 16,000	\$ -	\$ -
Office Supplies	\$ 1,637	\$ 1,637		
Photocopying	\$ -			
Program Supplies	\$ 9,431	\$ 9,431		
Computer Hardware/Software	\$ 2,871	\$ 2,871		
Materials & Supplies Total:	\$ 13,939	\$ 13,939	\$ -	\$ -
Training/Staff Development	\$ 832	\$ 832		
Insurance	\$ 14,536	\$ 14,536		
Professional License	\$ 2,000	\$ 2,000		
Permits	\$ -			
Equipment Lease & Maintenance	\$ 2,000	\$ 2,000		
General Operating Total:	\$ 19,368	\$ 19,368	\$ -	\$ -
Local Travel	\$ 1,000	\$ 1,000		
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
Staff Travel Total:	\$ 1,000	\$ 1,000	\$ -	\$ -
	\$ -			
	\$ -			
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -			
	\$ -			
	\$ -			
Other Total:	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 50,307	\$ 50,307	\$ -	\$ -

1 [Contract Amendment - Bayview Hunters Point Foundation for Community Improvement -
2 Substance Use Disorder Services - Not to Exceed \$11,600,000]

3 **Resolution approving Amendment No. 2 to the agreement between Bayview Hunters**
4 **Point Foundation for Community Improvement and the Department of Public Health**
5 **(DPH), for substance use disorder services; to increase the agreement by \$2,079,528**
6 **for an amount not to exceed \$11,600,000; to extend the term by one year, from**
7 **June 30, 2023, for a total agreement term of July 1, 2018, through June 30, 2024; and to**
8 **authorize DPH to enter into amendments or modifications to the contract prior to its**
9 **final execution by all parties that do not materially increase the obligations or liabilities**
10 **to the City and are necessary to effectuate the purposes of the contract or this**
11 **Resolution.**

12
13 WHEREAS, The Department of Public Health (DPH), selected Bayview Hunters Point
14 Foundation for Community Improvement (Bayview) through a Request for Proposals process,
15 RFP 26-2016, issued on September 27, 2016, to provide opiate/narcotic treatment and
16 support to San Francisco residents, including incarcerated adult males, females and
17 transgender heroin users who are unable to cease the use of heroin without medical
18 assistance, with a special focus on the African American population primarily residing in the
19 Southeast sector of Bayview and Sunnydale; and

20 WHEREAS, DPH entered into an original agreement with Bayview on July 1, 2017,
21 with the term of July 1, 2017, through June 30, 2022, in an amount not to exceed \$8,123,500;
22 and

23 WHEREAS, DPH amended the agreement between DPH and Bayview on July 1, 2022,
24 to extend the term for one year from June 30, 2022, through June 30, 2023,
25 adding \$1,396,972, for an amount not to exceed \$9,520,472; and

1 WHEREAS, DPH wishes to amend the agreement to continue providing opiate/narcotic
2 treatment and support to San Francisco residents, including incarcerated adult males, females
3 and transgender heroin users who are unable to cease the use of heroin without medical
4 assistance, with a special focus on the African American population primarily residing in the
5 Southeast sector of Bayview and Sunnydale, by extending the term by one year, from
6 June 30, 2023, through June 30, 2024, increasing the contract by \$2,079,528 for a total
7 contract amount not to exceed \$11,600,000 and for a total agreement term of July 1, 2018,
8 through June 30, 2024; now, therefore, be it

9 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public
10 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the
11 City and County of San Francisco, to execute Amendment No. 2 to the agreement with
12 Bayview Hunters Point Foundation for Community Improvement to provide opiate/narcotic
13 treatment and support to San Francisco residents, including incarcerated adult males, females
14 and transgender heroin users who are unable to cease the use of heroin without medical
15 assistance, with a special focus on the African American population primarily residing in the
16 Southeast sector of Bayview and Sunnydale, increasing the contract by \$2,079,528, for a total
17 contract amount not to exceed \$11,600,000, and for a total agreement term of July 1, 2018,
18 through June 30, 2024; and, be it

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



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 230478

Date Passed: June 06, 2023

Resolution approving Amendment No. 2 to the agreement between Bayview Hunters Point Foundation for Community Improvement and the Department of Public Health (DPH) for substance use disorder services to increase the agreement by \$2,079,528 for a total amount not to exceed \$11,600,000; to extend the term by one year from June 30, 2023, for a total agreement term of July 1, 2018, through June 30, 2024; and to authorize DPH to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract or this Resolution.

June 02, 2023 Homelessness and Behavioral Health Select Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

June 02, 2023 Homelessness and Behavioral Health Select Committee - RECOMMENDED AS AMENDED AS A COMMITTEE REPORT

June 06, 2023 Board of Supervisors - ADOPTED

Ayes: 10 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Safai, Stefani and Walton
Excused: 1 - Ronen

File No. 230478

I hereby certify that the foregoing Resolution was ADOPTED on 6/6/2023 by the Board of Supervisors of the City and County of San Francisco.

f Angela Calvillo
Clerk of the Board

London N. Breed
Mayor

6/7/23

Date Approved



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 #: 240286

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 Bayview Hunters Point Foundation	TELEPHONE NUMBER 415-822-8200
STREET ADDRESS (including City, State and Zip Code) 1625 Carroll Street	EMAIL james.bouquin@bayviewci.org

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 240286
DESCRIPTION OF AMOUNT OF CONTRACT Not to exceed \$19,496,043		
NATURE OF THE CONTRACT (Please describe) Provide opiate/narcotic treatment and support to San Francisco residents, including incarcerated adult males, females and transgender heroin users who are unable to cease the use of heroin without medical assistance, with a special focus on the African American population primarily residing in the southeast sector of Bayview and Sunnydale.		

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	Watson	Susan	Board of Directors
2	Fuller	Wayzel	Board of Directors
3	Everhart	Claude	Board of Directors
4	Coulson	Chuck	Board of Directors
5	Cray	Adam	Board of Directors
6	Bouquin	James	CEO
7	Ndemera	Simbarashe	CFO
8	Gilmour	Pamela	Other Principal Officer
9			
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19			

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
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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
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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>
---	---------------------------



City and County of San Francisco
London N. Breed, Mayor

San Francisco Department of Public Health
Grant Colfax, MD
Director of Health

March 25, 2024

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 agreement between the Department of Public Health and Bayview Hunters Point Foundation, in the amount of \$19,496,043.

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 3
- Original Agreement
- Amendment 1
- Amendment 2
- Form SFEC-126

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: Dr. Grant Colfax, Director of Health
Naveena Bobba, Deputy Director of Health
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
