

File No. 230477

Committee Item No. 8

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Homelessness and Behavioral Health Select Date: June 2, 2023

Board of Supervisors Meeting: \_\_\_\_\_ Date: \_\_\_\_\_

#### Cmte Board

|                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input type="checkbox"/>            | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU - FY2023-2026 - Clean                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU - FY2023-2026 - Redline                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract / DRAFT Mills Act Agreement         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

#### OTHER

|                                     |                          |                                  |
|-------------------------------------|--------------------------|----------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Agrmt Amend No. 2 060121</u>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Agrmt Amend No. 1 050121</u>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Original Agrmt 070118</u>     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>BOS Reso No. 51-22 022522</u> |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                            |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                            |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                            |

Prepared by: Stephanie Cabrera

Date: May 26, 2023

Prepared by: \_\_\_\_\_

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

Prepared by: \_\_\_\_\_

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

1 [Contract Amendment - Bayview Hunters Point Foundation for Community Improvement -  
2 Behavioral Health Services - Not to Exceed \$20,138,218]

3 **Resolution approving Amendment No. 3 to the agreement between Bayview Hunters**  
4 **Point Foundation for Community Improvement and the Department of Public Health for**  
5 **behavioral health services to increase the agreement by \$6,648,875 for an amount not**  
6 **to exceed \$20,138,218; to extend the term by two years from June 30, 2023, to**  
7 **June 30, 2025, for a total agreement term of July 1, 2018, through June 30, 2025; 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) to provide outpatient behavioral health  
15 services to adults, adolescents, and children; prevention and school-based early intervention  
16 behavioral health services; program administration services for clinic-based services, primary  
17 care and behavioral health services to Lesbian/Gay/Bisexual/Transgender transitional age  
18 youth; and long-term residential and recovery programming through multiple Request for  
19 Proposals/Qualifications processes, RFP 8-2017, issued on August 23, 2017, RFP 1-2017, re-  
20 issued on March 24, 2017, RFQ 17-2016, issued on July 20, 2016, and Chapter 21.42 of the  
21 San Francisco Administrative Code; and

22 WHEREAS, DPH entered into an agreement with Bayview to provide these services for  
23 three years, July 1, 2018, through June 30, 2021, for an amount not to exceed \$9,757,806  
24 subsequently amending the agreement for an amount to extend the term through  
25

1 March 31, 2022, and to increase the agreement by \$42,307 for an amount not to  
2 exceed \$9,800,113; and

3 WHEREAS, The Board of Supervisors approved the contract agreement Amendment  
4 No. 2 between DPH and Bayview for a contract term of five years from July 1, 2018, through  
5 June 30, 2023, in the amount not to exceed \$13,489,343 through Resolution No. 51-22 (File  
6 No. 211129); and

7 WHEREAS, DPH wishes to amend the agreement to continue providing outpatient  
8 behavioral health services to adults, adolescents, and children; and long-term residential and  
9 recovery programming by extending the term by two years from June 30, 2023, through  
10 June 30, 2025, increasing the contract by \$6,648,875 to reflect annual funding for each  
11 additional year, for a total contract amount not to exceed \$20,138,218 and for a total  
12 agreement term of July 1, 2018, through June 30, 2025; and

13 WHEREAS, Section 9.118 of the San Francisco Charter requires approval of the Board  
14 of Supervisors for contracts requiring anticipated expenditures exceeding \$10 million; now,  
15 therefore, be it

16 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public  
17 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the  
18 City and County of San Francisco, to execute Amendment No. 3 to the agreement with  
19 Bayview Hunters Point Foundation for Community Improvement for behavioral health services  
20 increasing the contract by \$6,648,875, for a total contract amount not to exceed \$20,138,218,  
21 and for a total agreement term of July 1, 2018, through June 30, 2025; 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

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

FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed by all parties, the Director of Health and/or the Director of the Office of Contract Administration/Purchaser shall provide the final contacts to the Clerk of the Board for inclusion into the official File No. 230477.

RECOMMENDED

\_\_\_\_\_/s/\_\_\_\_\_

Dr. Grant Colfax  
Director of Health



**CITY AND COUNTY OF SAN FRANCISCO**

**BOARD OF SUPERVISORS**

**BUDGET AND LEGISLATIVE ANALYST**

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292  
FAX (415) 252-0461

May 23, 2023

**TO:** Homelessness & Behavioral Health Select Committee

**FROM:** Budget and Legislative Analyst

**SUBJECT:** June 2, 2023 Homelessness & Behavioral Health Select Committee Meeting



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|---|---|
| <b>Item 8</b><br><b>File 23-0477</b>  | <b>Department:</b><br>Public Health (DPH) |
| <b>EXECUTIVE SUMMARY</b>  |   |
| <p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>The proposed resolution would approve the third amendment to DPH’s grant agreement with the Bayview Hunters Point Foundation. The proposed amendment extends the grant term from June 2023 to June 2025 and increases the not to exceed amount from \$13,489,343 to \$20,138,218.</li> </ul>  |   |
| <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>The proposed grant agreement would continue to fund two mental health services: (1) adult outpatient, and (2) children outpatient. The grant would also continue to fund one substance abuse service: Jelani Family, a transitional housing program. The currently funded School-based wellness promotion services and The Dimensions Clinic will not continue under the proposed amendment.</li> </ul>   |   |
| <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>The annual budget for the proposed grant extension is \$3.3 million, which funded by federal funding (44.6 percent), state funding (13.7 percent), and the General Fund (41.7 percent).</li> </ul>   |   |
| <p style="text-align: center;"><b>Policy Consideration</b></p> <ul style="list-style-type: none"> <li>The Jelani Family program received an overall score of 4- Commendable/Exceeds Standards in FY 2021-22 program monitoring. We have not been provided program monitoring reports for FY 2021-22 for the remaining programs. However, outpatient programs had low units of service and client counts due to staff vacancies.</li> <li>In addition, 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, based on their lack of compliance with a grant agreement, financial condition, and governance. The Controller’s Office, Department of Homelessness &amp; Supportive Housing, and Department of Public Health (DPH) are each providing technical assistance to improve the organization’s financial condition and grant performance. We reviewed the Controller’s Office and DPH’s technical assistance documentation, which showed progress towards each plan’s goals.</li> <li>We therefore recommend a one-year extension in the proposed agreement’s term through June 30, 2024, pending improvement in the organization’s financial condition and program performance.</li> </ul> |   |
| <p style="text-align: center;"><b>Recommendations</b></p> <ol style="list-style-type: none"> <li>Reduce the proposed resolution’s not to exceed amount to \$16.3 million and extend term from two years to one year.</li> <li>Approve the resolution, as amended.</li> </ol>  |   |

## 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 to such contract 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.

### Current Agreement

In 2018, the City entered into a grant agreement with BHPF to provide a range of mental health and other social services through June 2021. The agreement was for a total not-to-exceed amount of \$9,757,806, and the City retained two one-year options to extend the contract. In 2021, the City amended the contract, extending it nine months through March 31, 2022 and raising the total not-to-exceed amount to \$9,800,113. Because neither the initial agreement nor the 2021 amendment carried a not-to-exceed amount over \$10 million, neither required Board approval. In February 2022, the Board of Supervisors approved the second amendment to the grant agreement, increasing the not to exceed amount to \$13,489,343 and extending the term from March 2022 to June 2023 (File 21-1129).

## DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the third amendment to DPH's grant agreement with the Bayview Hunters Point Foundation. The proposed amendment extends the grant term from June 2023 to June 2025 and increases the not to exceed amount from \$13,489,343 to \$20,138,218.

### Services Provided

The proposed grant agreement would continue to fund two mental health services: (1) adult outpatient, and (2) children outpatient. The proposed grant would also continue to fund one substance abuse service: Jelani Family program. These programs are described below. The currently funded School-based wellness promotion services and The Dimensions Clinic will not continue under the proposed amendment.

- **Adult Outpatient:** This program provides individual and group therapy, targeted at African American adults living in the southeast portion of the City with a history of poverty, homelessness, family conflict, and substance abuse. Services are provided at the Bayview Hunters Point Foundation at 1625 Carroll Avenue. (275 clients per year)

- **Children's Outpatient:** This program provides individual and group therapy to youth targeted at African American and Latino youth living in the southeast portion of the City with a history of poverty, homelessness, family conflict, and substance abuse. Services are provided at Bayview Hunters Point Foundation at 1625 Carroll Avenue. (60 clients per year)
- **The Jelani Family Program,** a transitional housing residential step-down 15-bed program for adults and their young children coming out of a residential substance use disorder (SUD) treatment program. Patients may stay up to 24 months and are engaged in outpatient SUD treatment. The Department transferred the program to BHPF to avoid an interruption in services when Jelani Inc., the original provider, folded. Services are provided at 1638 Kirkwood Street. (15 clients per year)

Overall, the grant agreement's current scope of services is budgeted at 975 unduplicated clients per year across its current five programs. Funding includes 25.18 FTE staff, an increase from the 22.59 in the FY 2021-22 agreement, reflecting 3.00 FTE clinicians that were added to the Children's Outpatient program in FY 2022-23. As noted, in the proposed FY 2023-24 contract, there will be two changes to the current contract. First, the School-based Centers (Balboa) program was recently resolicited. Any future school-based service programming that is continued will not be part of this contract, and would be part of a new contract, effective July 2023. Second, the Dimensions LGBT Outpatient funding will be discontinued after June 30, 2023. The Dimensions clinic is co-located in the DPH Castro Mission Health Center, and is operated by DPH's Primary Care, Community Health Programs for Youth staff. Effective July 1, 2023, this clinic will be solely staffed by DPH Primary Care. As a result of these changes, total staffing funded by the proposed grant agreement in FY 2023-24 will decrease from 25.59 FTE to 22.18 FTE, (a deletion of 2.0 FTE in the School-Based program and 1.0 FTE in the Dimensions clinic, offset by an increase of 3.00 FTE in the Children's Outpatient program) and projected unduplicated clients will decrease to 350 budgeted unduplicated clients.

## FISCAL IMPACT

Exhibit 1 below shows the current and proposed costs for the five grant-funded programs.

**Exhibit 1: Current and Proposed Program Costs**

|                               | Current            | Proposed           |
|-------------------------------|--------------------|--------------------|
|                               | FY 2022-23         | FY 23-24           |
| Adult Behavioral Health       | \$1,304,198        | \$1,304,198        |
| School-based Centers (Balboa) | 316,330            | 0                  |
| Childrens' Outpatient         | 1,073,509          | 1,073,509          |
| Dimensions LGBT Outpatient    | 174,990            | 0                  |
| Jelani Family Program         | 644,447            | 644,447            |
| Cost of Doing Business        | 120,886            | 246,608            |
| <b>Subtotal, Programs</b>     | <b>\$3,713,888</b> | <b>\$3,268,762</b> |

Sources: DPH

Note: The budget amounts shown above differ from Appendix B of the Proposed Grant Agreement because the budget has been revised since the introduction of the proposed resolution.

The decrease in annual spending is driven by a reduction of operational costs for the School-Based Centers (Balboa) and the Dimensions LGBT Outpatient programming.

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

**Exhibit 2: Grant Agreement Not To Exceed Amount**

|                                |                     |
|--------------------------------|---------------------|
| Spending Through June 2023     |                     |
| FY 2018-19                     | \$1,214,293         |
| FY 2019-20                     | 2,031,313           |
| FY 2020-21                     | 2,423,937           |
| FY 2021-22                     | 3,286,320           |
| FY 2022-23                     | 3,713,888           |
| Subtotal, Actual and Projected | \$12,669,751        |
| Proposed Spending              |                     |
| FY 2023-24                     | \$3,268,762         |
| FY 2024-25                     | 3,399,512           |
| Subtotal, Proposed Spending    | \$6,668,274         |
| Contingency (12%)              | 800,193             |
| <b>Not To Exceed Amount</b>    | <b>\$20,138,218</b> |

Source: Appendix B of Proposed Amendment

**Funding Sources**

The proposed extension is funded by federal funding (44.6 percent), state funding (13.7 percent), and the General Fund (41.7 percent).

**POLICY CONSIDERATION**

As we noted in our 2022 report on the existing agreement, three of the five programs were monitored in FY 2020-21: (1) the children's outpatient program, which met 90 percent of its

performance objectives and exceeded contracted units of service; (2) the Balboa High School program, which met 100 percent of its performance objectives and 43.5 percent of contracted units; and (3) the adult outpatient program, which met 56 percent of its performance objectives and 84 percent of contracted units. The Department had not completed its FY 2020-21 review of the Jelani transitional housing program at that time. The Department has since provided a copy of the FY 2021-22 monitoring reports for Jelani, which showed that Jelani received an overall score of 4- Commendable/Exceeds Standards. Since the Dimensions Clinic is a DPH Castro Mission Health Center program, with one staff person employed through this contract, this program is not subject to monitoring.

We have not been provided program monitoring reports for FY 2021-22 for the remaining programs. The organization is currently receiving technical assistance from DPH due, in part, to staff vacancies, resulting in low units of service and clients in outpatient programs in FY 2021-22.

In addition, 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, based on their lack of compliance with a grant agreement to provide fiscal sponsor service to United Council of Human Services, invoicing departments for costs not yet incurred, and turn over in leadership.<sup>1</sup> DPH considers the organization “high risk” due to its financial condition, including the inability to produce financial statements for FY 2020-21 and FY 2021-22. The Controller’s Office, Department of Homelessness & Supportive Housing, and Department of Public Health are each providing technical assistance to improve the organization’s financial condition and grant performance. We reviewed the Controller’s Office and DPH’s technical assistance documentation, which showed progress towards each plan’s goals.

We therefore recommend a one-year extension in the proposed agreement’s term through June 30, 2024, pending improvement in the organizations financial condition and program performance, and a reduction in the not to exceed amount of the proposed resolution from \$20.1 million to \$16.3 million.

## RECOMMENDATIONS

1. Reduce the proposed resolution’s not to exceed amount to \$16.3 million and extend term from two years to one year.
2. Approve the resolution, as amended.

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<sup>1</sup> These issues are also noted in the Controller’s November 2022 audit, “The City Must Determine Whether United Council of Human Services Should Continue Providing Services to San Francisco Residents Despite Continuing Noncompliance with City Grants.”



## 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](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 230477

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

|   |   |
|---|---|
| <b>TYPE OF FILING</b>                                       | <b>DATE OF ORIGINAL FILING (for amendment only)</b> |
| original  |   |
| <b>AMENDMENT DESCRIPTION – Explain reason for amendment</b> |   |
|   |   |

#### 2. CITY ELECTIVE OFFICE OR BOARD

|                        |                                      |
|------------------------|--------------------------------------|
| <b>OFFICE OR BOARD</b> | <b>NAME OF CITY ELECTIVE OFFICER</b> |
| Board of Supervisors   | Members                              |

#### 3. FILER'S CONTACT

|                                  |                                |
|----------------------------------|--------------------------------|
| <b>NAME OF FILER'S CONTACT</b>   | <b>TELEPHONE NUMBER</b>        |
| Angela Calvillo                  | 415-554-5184                   |
| <b>FULL DEPARTMENT NAME</b>      | <b>EMAIL</b>                   |
| office of the clerk of the Board | Board.of.Supervisors@sfgov.org |

#### 4. CONTRACTING DEPARTMENT CONTACT

|                                     |  |
|-------------------------------------|--|
| <b>NAME OF DEPARTMENTAL CONTACT</b> | <b>DEPARTMENT CONTACT TELEPHONE NUMBER</b> |
| Kelly Hiramoto                      | 415-255-3492                               |
| <b>FULL DEPARTMENT NAME</b>         | <b>DEPARTMENT CONTACT EMAIL</b>            |
| DPH Department of Public Health     | kelly.hiramoto@sfdph.org                   |



| 5. CONTRACTOR  |   |
|--|---|
| <b>NAME OF CONTRACTOR</b><br>Bayview Hunters Point Foundation for Community Imprvmt                      | <b>TELEPHONE NUMBER</b><br>415-468-5100     |
| <b>STREET ADDRESS (including City, State and Zip Code)</b><br>5815 Third Street, San Francisco, CA 94124 | <b>EMAIL</b><br>james.bouquin@bayviewci.org |

| 6. CONTRACT   |                                |  |
|---|--------------------------------|--|
| <b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>   | <b>ORIGINAL BID/RFP NUMBER</b> | <b>FILE NUMBER (If applicable)</b><br>230477 |
| <b>DESCRIPTION OF AMOUNT OF CONTRACT</b><br>Not to Exceed \$20,138,218  |                                |  |
| <b>NATURE OF THE CONTRACT (Please describe)</b><br>Provide behavioral health services through outpatient mental health services to adults, adolescents, and children; prevention and school-based early intervention behavioral health services; program administration services for clinic-based services, primary care and behavioral health services to Lesbian/Gay/Bisexual/Transgender transitional age youth; and long-term residential and recovery programming. |                                |  |

| 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<br>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  | Cray                           | Adam       | Board of Directors      |
| 4  | Everhart                       | Claude     | Board of Directors      |
| 5  | Coulson                        | Chuck      | Board of Directors      |
| 6  | Bouquin                        | James      | CEO                     |
| 7  | Gilmore                        | Pamela     | Other Principal Officer |
| 8  | Ndemera                        | Simbarashe | CFO                     |
| 9  | Davenport                      | Anthony    | Other Principal Officer |
| 10 | Harrington                     | Nicole     | Other Principal Officer |
| 11 | Nieri                          | Lindsay    | Other Principal Officer |
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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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**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.**

**SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK**

**DATE SIGNED**

BOS Clerk of the Board

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

**Third Amendment**

THIS AMENDMENT (this “Amendment”) is made as of April 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, The San Francisco Department of Public Health (Department) entered into an Original Agreement dated July 1, 2018, with a term through June 30, 2021, with a contract price of \$9,757,806, for various mental health services related services competitively solicited under various RFP/RFQs, described below, that allowed for different performance periods and scopes; and

WHEREAS, the scope of services described in Appendix A-1 (Adult Behavioral Health) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 08-2017, issued on August 23, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2025; and

WHEREAS, the scope of services described in Appendix A-3 (Children Outpatient) was competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 01-2017, re-issued on March 24, 2017, which allowed for contracts to have a duration up to 10 years, and this modification is consistent therewith to extend the term through June 30, 2025; and

WHEREAS, the scope of services described in Appendices A-2 (School-Based Centers Balboa) and A-4 (Dimensions LGBT Outpatient) were competitively procured by the Department as required by San Francisco Administrative Code Chapter 21.1 through RFP 17-2016, issued on July 20, 2016, which allowed for contracts to have a duration up to 06 years; and

WHEREAS, the scope of services described in Appendices A-2 (School-Based Centers Balboa), and A-4 (Dimensions LGBT Outpatient) shall be discontinued on 06/30/2023; and

WHEREAS, in order to continue services of Appendices A-5 (Jelani Family Residential Step-Down Program) uninterrupted the Department desires to exercise its authority under San Francisco Administrative Code Section 21.42, to extend the Agreement for a period of an additional 12 months from July1, 2023 through June 30, 2024; and

WHEREAS, approval for this Amendment was obtained on 07/15/19 from the Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission under PSC number 44670-16/17 in the amount of \$38,400,000 for the period commencing 07/01/17 and ending 06/30/26; and

WHEREAS, approval for this Amendment was obtained on 11/05/18 from the Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission under PSC number 46987-16/17 in the amount of \$233,200,000 for the period commencing 07/01/17 and ending 06/30/27; and

WHEREAS, approval for this Amendment was obtained on 07/15/19 from the Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 in the amount of \$292,051,200 for the period commencing 01/01/18 and ending 12/31/27; and

WHEREAS, the City's Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action].

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 07/01/18 between Contractor and City, as amended by the:

First Amendment, dated 05/01/21 and

Second Amendment, dated 06/01/21

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

2.1 The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2025, unless earlier terminated as otherwise provided herein.

2.2 **Compensation.** Section 3.3 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 Heath, 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 Thirteen Million Four Hundred Eighty Nine Thousand Three Hundred Forty Three Dollars (\$13,489,343). 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.** 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 Twenty Million One Hundred Thirty Eight Thousand Two Hundred Eighteen Dollars (\$20,138,218). 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 **Appendices A-1 through A-5.** Appendices A-1 through A-5 are hereby replaced in its entirety by Appendices A-1 through A-5 (for FY22-23), attached to this Amendment and fully incorporated within the Agreement.
- 2.4 **Appendix B.** Appendix B is hereby replaced in its entirety by Appendix B (For 4/1/23), attached to this Amendment and fully incorporated within the Agreement.
- 2.5 **Appendices B-1 through B-5.** Appendices B-1 through B-5 are hereby replaced in its entirety by Appendices B-1 through B-5 (for FY22-23), attached to this Amendment and fully incorporated within the Agreement.
- 2.6 **Appendix D.** Appendix D, is hereby replaced in its entirety by Appendix D, dated 7-2021, attached to this Amendment and fully incorporated within the Agreement.
- 2.7 **Appendix E.** Appendix E, is hereby replaced in its entirety by Appendix E, dated 8/3/22, attached to this Amendment and fully incorporated within the Agreement.
- 2.8 **Appendix F.** Appendix F, is hereby replaced in its entirety by Appendix F, dated 4/1/23, 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:

\_\_\_\_\_  
Grant Colfax, MD                      date  
Director of Health  
Department of Public Health

CONTRACTOR

Bayview Hunters Point Foundation

\_\_\_\_\_  
 4.6.23  
James Bouquin                      date  
Executive Director

Approved as to Form:

City Supplier number: 0000024522

David Chiu  
City Attorney

By: \_\_\_\_\_  
Henry Lifton                      date  
Deputy City Attorney

Approved:

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

By: \_\_\_\_\_  
[name of Purchaser or  
"Name: \_\_\_\_\_"]



**1. Identifiers:**

Program Name: Adult Behavioral Health  
1625 Carroll Ave., San Francisco, CA, 94124  
Telephone: 415-822-7500 Fax: 415-822-9767  
Website Address: [www.bayviewci.org](http://www.bayviewci.org)

Contractor Address: 5815 Third Street, San Francisco, CA, 94124

Executive Director: James Bouquin  
Telephone: 628-336-1971  
Email Address: [James.Bouquin@bayviewci.org](mailto:James.Bouquin@bayviewci.org)

Program Director: Pamela Gilmore  
Telephone: 415- 822-7500x13  
Email Address: [pamela.gilmore@bayviewci.org](mailto:pamela.gilmore@bayviewci.org)  
Program Code(s): 3851-3

**2. Nature of Document:**

☐ Original      ☒ Contract Amendment      ☐ Revision to Program Budgets (RPB)

**3. Goal Statement:**

To provide mental health services for the purpose of increasing stability, self-sufficiency, and success in community living.

**4. Priority Population:**

Adult clients who meet the county's eligibility guidelines and admissions criteria; however, with a focus on the residents in the Southeast neighborhoods of the city who are exposed to trauma, financial stress, homelessness, and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. BVHPFCI makes every effort to serve all San Franciscans in need. 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 Sunnysdale communities of San Francisco. Where a particular program is not the best fit, staff will make an appropriate referral either internally or to a co-service provider in San Francisco.

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

Please see Appendix B-1 CRDC page for detailed service breakdown.

Mental health services include assessment (plan development, mental health evaluation), individual therapy, group therapy, collateral contact, case management, crisis intervention, outreach services/consultation services, and medication support services.

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Based on the ongoing public health crisis due to COVID-19, both face to face and telehealth services will be made available to clients for all offered services.

## 6. Methodology:

### A. Outreach, recruitment, promotion, and advertisement

BVHPF IBHS conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff is also connected with the Bayshore, SAFE navigation, Jelani Residential Family Residential Step- Down Program, Bayview Hills Gardens, Arlington SRO, Candlestick Point Vehicle Triage Center, community partners, and downtown SIP hotels/street outreach to receive referrals to provide service to clients who are being placed in housing in the Southeast neighborhoods.

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

Clients served at BVHPFCI IBHS must meet the eligibility requirements of BHS and SFDPH, be San Francisco County residents, and meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

### C. Service delivery model

The BVHPFCI IBHS provides outpatient services that are primarily either clinic or community based or in a telehealth format but can be delivered when appropriate in the field or at client residences to improve access to care. The clinic will operate Monday through Friday from 9am-5pm and clinicians/case managers may provide services up to 9:30 pm on community sites for patients unable to access the office or adjust to telehealth services thereby meeting clients where they are "at." For all client cases, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHPFCI IBHS does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHPFCI IBHS will use evidence-based practices for the treatment of clients including but not limited to motivational interviewing, acceptance and commitment therapy (ACT), cognitive behavioral therapy (CBT), insight oriented therapy, family systems therapy, dialectical behavior therapy (DBT), brief therapy, psychoanalytic and trauma focused approaches (ex.: cognitive processing therapy (CPT)).

Treatment will be administered using the following modalities:

- Assessment
- Individual Therapy
- Group Therapy
- Collateral services
- Targeted case management
- Medication support services
- Crisis intervention

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**-Case management**

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through use of translation services provided by the Department of Public Health.

The Bayview Integrated Behavioral Health Service participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to BHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians. Priority referrals include Foster Care Mental Health, Child Protective Services (CPS), and Gold Cards (high risk, frequent service users).

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

The exit criteria for BVHPFCI IBHS are based upon attainment of the goals and desired outcomes outlined in the treatment plan of care. Staff will continually track client progress and will use a step-down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkages to desired resources such as case management, housing support, medical care and/or vocational training so that clients have a network of continuous resources.

**E. Program staffing**

The BVHPFCI IBHS is staffed with licensed and license-eligible marriage and family therapists, social workers, psychologists, board certified psychiatrists and clinical case managers. All staff is dedicated to serving the community and are responsive to issues of ethnicity, culture, language, and gender. Ongoing trainings and supervision are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHPF IBHS is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also working to re-start its practicum training program to bring more developing professionals into the community mental health field.

**F. 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 22-23.

**G. Continuous Quality Improvement:**

Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPFCI IBHS abides by the guidelines and mandates as

described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

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

The Bayview Integrated Behavioral Health Service follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Avatar reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If a particular staff member is found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

**B. Quality of documentation**

The BVHPFCI IBHS identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participates in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All new staff is subject to ongoing documentation review and co-signing by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to MediCal standards. Once a staff member no longer requires a co-signer, their notes, assessments, and treatment plans are still reviewed quarterly for a proportion of their caseload to ensure quality and consistency.

As of October 1, 2021, we have resumed the Program Utilization Review Quality Committee (PURQC) delegation which meets weekly for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

**C. Cultural Competency**

The Bayview Hunters Point Foundation recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and other on-site trainings. Guest presenters will be included in on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

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**D. Client Satisfaction**

The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff, and clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

**E. Timely completion and use of outcome data**

The Bayview Integrated Behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including ANSA scoring. All required resource documents are completed within the timelines designated by BHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

**H. Required Language: N/A**

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

**1. Identifiers:**

Program Name: School-based Centers Balboa  
Program Address: 1000 Cayuga Avenue Room 156  
City, State, ZIP: San Francisco CA 94112  
Telephone: 415.469.4512 FAX: 415.337.2135  
Website Address: <https://www.sfhealthnetwork.org/primary-care-3/community-health-programs-for-youth-chpy/>

Contractor Address: 5815 3<sup>rd</sup> Street  
City, State, ZIP: San Francisco, CA 94124  
Person Completing this Narrative: Pamela Gilmore, CMO  
Telephone: ((415) 468-5100  
Email Address: [pamela.gilmore@bayviewci.org](mailto:pamela.gilmore@bayviewci.org)

Program Code(s): RU 38518

**2. Nature of Document:**

☐ Original      ☒ Contract Amendment      ☐ Revision to Program Budgets (RPB)

**3. Goal Statement:**

To provide prevention and early intervention behavioral health services including (1) prevention activities that address stigma, and increase awareness of and access to services, (2) screening, assessment, short-term crisis intervention, and individual/group counseling services to students and their families  
Services will integrate completely into the student support efforts at the High School provided through the SFUSD school faculty and Wellness Center staff.

**4. Priority Population:**

- Age: Youth ages 11-19
- Gender: Female, Male, Gender Non-Binary, and Transgender.
- Economic Status: Predominantly youth from low income families and foster care, including many youth whose families are on some form of General Assistance
- Ethnic background and language needs: Latino, Asian, Pacific Islander, African American, Filipino, White, and Mixed Race; Includes a significant number of youth whose families are recent newcomers to the United States
- Languages: English, Spanish, Chinese, and other; some interpretation services available
- Zip codes primarily served: 94112, 94134, 94131, 94124, 94127, and 94110.

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

| Units of Service (UOS) Description   | Units of Service (UOS) | Number of Clients (NOC) | Unduplicated Clients (UDC) |
|--|------------------------|-------------------------|----------------------------|
| Mental Health Promotion hour<br>1.5 FTE x 40 hours/week x 40 weeks x .3145 level of effort % | 733                    | 1200                    |                            |
| Community Client Services<br>1.5 FTE x 40 hours/week x 40 weeks x .4333 level of effort %    | 1040                   | 155                     |                            |
| Total UOS Delivered  | 1743                   |                         |                            |
| Total UDC Served   |                        |                         | 1200                       |

#### Prevention Services and Strategies:

Youth N= 1160

Adult N= 40

Total UOS = 733

| Units of Service (UOS) Description | Units of Service | Number of Clients | Unduplicated Clients (UDC) |
|------------------------------------|------------------|-------------------|----------------------------|
| Leadership Development             | 140              | 20                |                            |
| Outreach and Engagement            | 128              | 1200              |                            |
| Screening and Assessment           | 215              | 215               |                            |
| Crisis Intervention                | 50               | 20                |                            |
| Training and Coaching              | 100              | 10                |                            |
| Mental Health Consultation         | 100              | 125               |                            |
| Individual Therapeutic Services    | 860              | 105               |                            |
| Group Therapeutic Services         | 180              | 50                |                            |
| Total UOS Delivered                | 1735             |                   |                            |
| Total UDC Served                   |                  |                   | 1200                       |

### Leadership Development (MHSA Activity Category)

(1) Youth Outreach Workers): The behavioral health lead will partner with BTHC staff health educators and the SFUSD Balboa Wellness Center's Community Health Outreach Worker (CHOW) to: (1) train 4-10

peer advocates/educators from amongst the Balboa High School students to become Youth Outreach Workers, and (2) will work in tandem with the YOWs, providing oversight to develop education and outreach materials and content.

Presentations developed will, (a) address the issue of stigma related to youth accessing BH services, (b) educate on minor consent and access to services, and (c) present several behavioral health issues common to our target population with support options.

Timeline: July 2022- June 2023: ongoing peer development and training  
UOS: 140 hours leadership development - youth training/development

### **Outreach and Engagement (MHSA Activity Category)**

(2) Classroom presentations: BTHC staff will partner with the SFUSD Wellness Center t Balboa to organize and facilitate health education presentations to students, in particular the Balboa 9<sup>th</sup> grade Health and Life-Skills classes. Topics will include minor consent laws, access to services for youth, anti-stigma messaging as it relates to youth and BH services, healthy relationships, and other relevant topics.

Timeline: August/September 2023: revise classroom presentations as needed  
October 2023: Coordinate group trainings with classroom teachers and health educator or YOWs to prepare to implement lessons.  
October 2022 – June 2023: implement classroom outreach/lessons  
UOS: 60 hours outreach and engagement (20 classes (1.5 hours each) + 1.5 hours preparation for each class)

Parent/ Family/ Community outreach and engagement: With guidance from staff Health Educators and the SFUSD Wellness Center's Community Health Outreach Worker (CHOW), BH staff and the YOW will attend the school's Parent-Teacher-Student Association (PTSA) meetings and develop and provide four annual health presentation at them, inviting students, their parents and other family members, Balboa High School teachers and administrators, and others to attend. These informational presentations will highlight health issues that the YOW feels are relevant, relating to youths' lives (health, vaping, communication, consent, mental health, etc.) and accessing care. They will serve to help parents to understand normal adolescent development, identify issues impacting positive development, and address parental roles in supporting healthy youth. In addition, BTHC/Wellness staff will work with parent liaisons at Balboa High School to inform parents of services available through the Wellness Center and to engage them in outreach activities. This may include staff attendance and presentations at monthly school meetings and utilizing the PTSA newsletter to send out information and elicit feedback on a monthly basis. SFUSD Wellness staff, BTHC staff, and YOW members, will also participate in periodic clinic open houses, during school-wide parent events- inviting families to come and see the clinic and learn about its services. There will be specific events to engage with non-English speaking families, to support these families in utilizing the resources available at BTHC and to break down barriers related to seeking mental health services.

Timeline: September 2022-June 2023:  
UOS: 68 hours total (4 45-minute presentations + 16 hours preparation per presentation + 2 clinic open houses at 2 hours each)

### **Screening and Assessment (MHSA Activity Category)**



**(3) Screening: 120 youth**

Any student can self-refer for behavioral health services at BTHC. However, students are most often referred for screening and assessment by someone other than themselves including a friend or parent, school faculty, intra-clinic referral, or from another agency or school. Behavioral health staff meets with the student to screen (identify issues) and assess (determine level of need for intervention). During the assessment phase, staff also determines whether the client meets criteria for minor consent or requires parental consent to continue to treatment phase.

When indicated, parents and/or other family members may be requested to participate in services with their child. In these cases, the family will be asked to come in for an assessment visit which may lead to an agreement for time limited treatment.

Timeline: July 2022 – June 2023, services are ongoing

UOS: 120 hours screening (120 youth/families X average 60 minute screening)

Assessment: 95 youth will be assessed for services

Timeline: services are ongoing July 2022 – June 2023

UOS: 95 hours assessment services (95 youth X one hour)

**Crisis Response (MHSA Activity Category)**

(4) Crisis intervention: will be provided as needed; this may include both individual and group services. Crisis intervention may include de-escalation, suicide risk assessments, or safety planning.

Timeline: services are ongoing August 2022 – June 2023

UOS: 50 hours crisis intervention (20 youth X 2.5 hour's average time spent/client)

**Training and Coaching (MHSA Activity Category)**

(5) BTHC Behavioral Health Staff will participate in weekly case-conference reviews, which will include all behavioral health clinicians at BTHC, any graduate student interns working with the program, program Health Educators, and SFUSD Wellness Center staff. BTHC BH staff will also participate in monthly All DPH division-wide (Primary Care, Community Health Programs for Youth) Conference/Consulting Groups which will include mental health providers from all CHPY sites and focus partially on potential opportunities for integration of services across CHPY sites.

In addition, key staff will participate in Behavioral Health seminars and conferences throughout the year.

Timeline: July 2022 – June 2023: weekly and monthly consultation groups

UOS: 100 hours training and coaching (40 weekly BTHC team meetings + 10 monthly CHPY team meetings at an average of 2 hours per meeting + time for additional staff trainings)

**Mental Health Consultation (MHSA Activity Category)**

(6) Staff Consultation: these services included BTHC staff participation in school-based meetings such as Coordinated Care Teams (CCT), IEP meetings, (Individualized Education Plans), meetings with the SFUSD School Psychologists, Special Education Department, and Balboa staff meetings. Staff will also

work with individual teachers or other agency staff on behalf of client/family needs. Staff will attend a minimum of 40 school-based meetings and consult with a minimum of 50 adults.

Timeline: September 2022 – June 2023: services are ongoing  
UOS: 50 hours group consultation (25 meetings X 2 hours each)  
UOS: 50 hours individual consultation (100 individual consults X 30 minutes average)

**Early Intervention Services and Strategies**  
Youth N= 155 (105 individual, 50 group with duplication)  
+ Family members/Other Adults as indicated  
UOS = 1040

### **Individual Therapeutic Services (MHSA Activity Category)**

(7) Brief individual/family therapy: utilizing interventions such as motivational interviewing, CBT, Problem Solving Therapy, and Mindfulness, a minimum of 100 youth will access individual and family services

Timeline: July 2022 – June 2023: services are ongoing  
UOS: 860 hours individual therapy/counseling (105 youth/families x average 6-8 one hour sessions plus average 2 hour charting time per youth – includes youth already screened/assessed from prior year)

### **Group Therapeutic Services (MHSA Activity Category)**

(8) Groups: High School/ Various: This year BTHC will offer a minimum of 3 group series to meet student needs as determined by student feedback, BHS faculty and staff input, and clinic capacity.

Timeline: July 2022 – June 2023: services are ongoing  
UOS: 180 hours (60 groups x 3 hours group/prep/charting)

## **6. Methodology:**

A. The services of Balboa Teen Health Center are targeted to youth that live and/or go to school in the Southeast Sector of San Francisco, particularly the students of Balboa High School. In order to promote services and recruit participants, BTHC maintains an active role in school events in the central quad. BTHC staff works closely alongside SFUSD Wellness Center staff – working in tandem with the assigned Wellness Coordinator and Community Health Outreach Worker (CHOW) to reach student community members, provide them with health education, and make them aware of services they can access at the clinic.

Additionally, as a component of the Comprehensive Sexual Health Education conducted by BTHC health educators annually with all Balboa HS freshmen, students are given tours of the clinic which include a description of the services available and a Q and A session with Clinic staff. The Balboa Teen Health Center also has Youth Outreach Workers, overseen by SFUSD Wellness Center staff. YOWs are comprised annually of 4+ students from Balboa High School and provide classroom

interventions in collaboration with BTHC health educators, presenting on issues including minor consent and mental health counseling.

**B.**

Intake criteria for individual and group services: services are available to any SFUSD student ages 12-19; whether students are self-referred or referred by someone else, all are screened and assessed, and for those youth who consent to services, goals are developed by mutual agreement between client and counselor.

C. BTHC is open Monday, Tuesday, Thursday, and Friday between the hours of 8:30 am and 5:00 pm, and on Wednesdays from 8:00am to 1:00pm (to allow for administrative time and meetings on Wednesday afternoons). In addition, BH services may be offered later in the evening to accommodate family involvement if needed. Direct services are provided in clinic, in classrooms, and in some instances in the community. Outreach and engagement services are provided through use of social media (BalTV, school loop, web-based, etc) and through outreach events (PTSA meeting presentations, classroom presentations, etc.).

BTHC has made considerable efforts to develop a truly multidisciplinary team that provides a seamless, comprehensive system of care for clients which includes:

- Warm handoffs between disciplines including utilizing a behaviorist model in primary care, which tends to work equally as well with health education.
- Use of weekly all-staff client review so that medical, behavioral and education staff can all contribute to treatment plans, and share information to support client success.
- Close working relationships with Balboa High School faculty and Administration (the most significant referral source for BTHC's programs)
- Single point of intake- whichever discipline students' access first completes the preliminary steps for intake (i. e. consents signed, HIPAA signed, psychosocial history completed, etc.) so that this process does not need to be repeated if a client accesses several services.
- Linkages: Collaborative relationships are in place to provide additional services for specific populations including:
  - Huckleberry Youth Programs, Larkin Street Youth Services, 3<sup>rd</sup> Street Youth Center and Clinic, LYRIC -access to supportive services and housing for youth through CHPY partner agencies
  - Cole Street Youth Clinic, Burton Wellness Center, Willie Brown Wellness Center, Larkin Street Youth Clinic, Dimensions Clinic, 3<sup>rd</sup> Street Youth Clinic, New Generation Health Center- access to additional healthcare services for different youth populations through CHPY network clinics.

D. Youth will show readiness for discharge by successfully completing treatment plan goals which may include (1) successful strategies for dealing with stress and mental health issues in the family or with peers (if identified), (2) increased school attendance, participation (3) reduced risky sexual behaviors and increased safer sex practices for those youth who identify, and (4) improved health habits as compared to baseline measures particularly related to nutrition, sleep, exercise, and mood. Successful completion may also be tied to youth's ability to follow through and engage in other services they are referred to support and maintain positive life changes

E. BTHC Behavioral Health Services staff includes 3 full time mental health/substance abuse counselors (therapists), up to 2 graduate interns, and 1 full time Health Educator and Outreach worker. Outreach

and Engagement and Leadership Development activities are conducted by all BH Services staff. Crisis Intervention and Screening and Assessment are provided by staff Therapists and Graduate Interns. Training and Coaching are conducted with the participation of all staff. Mental Health Consultation is provided by staff Therapists and secondarily by Graduate interns. Individual and Group Therapeutic services are provided by staff and Therapists and Graduate Interns. In addition to MHSA funding, this program receives support SFDPH General Funds and from SFUSD General Funds; MHSA does not support health education staff or any SFUSD Wellness Center staff; MHSA funding provides support for therapist position staffing.

7.

### **Objectives and Measurements:**

1. Standardized Objectives:

**All objectives and descriptions of how objectives will be measured, are contained in the Fiscal Intermediary/Program Management document entitled: Fiscal Intermediary Performance Objectives FY22-23.**

3. Objectives for the Supported Program(s):

#### **Screening & Assessment**

Process Objective C2. By June 30, 2023, the Balboa Teen Health Center MHSA staff will administer at least (25) mental health/behavioral health screenings/assessments with Balboa High School students, which will be documented in the DPH Primary Care EHR, Epic.

Outcome Objective C3. By June 30, 2023, of the (25) Balboa High School students who received mental health/behavioral health screenings/assessments, at least (10) students will be referred for ongoing mental/behavioral health supports and services.

#### **Service Linkage**

Process Objective C7. By June 30, 2023, (10) Balboa Teen Health Center clients will receive a service linkage (e.g. mental/behavioral health support) to resources, which will be evidenced by notes in the Balboa High School students' charts.

### **8. Continuous Quality Improvement:**

1. All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance Objectives FY 19-20
2. As a DPH managed program within the Primary Care division, Community Health Programs for Youth (CHPY), BTHC has transitioned to using the Epic Electronic Health Record. We have participated in the development and perfection of both standardized and specific work-flows for Behavioral Health services for Adolescent and Transitional Aged Youth within Epic. These work-flows will ensure a standardization in documentation practices, adherence, compliance, and quality. CHPY Behavioral Health leadership will perform documentation audits on all CHPY assigned behavioral health clinicians twice annually.

3. BTHC adheres to DPH and SFUSD mandated requirements for cultural competency, including but not limited to making multilingual signage and forms available to clients, ensuring that health education, and promotion materials are reflective of our ethnically diverse client population, and ensuring that planned outreach events and programming are reflective of and responsive to this diversity as well. In FY 2019-20, as part of the monthly CHPY All Staff meetings series, therapists and health educators at BTHC, as well as the medical and auxiliary staff they work alongside, will participate in cultural competency focused trainings and exercises. Clinicians, providers, and CHPY leadership will also attend a series of equity focused trainings throughout the year, designed to highlight efforts and methodology to overcome and be conscious of health disparities in San Francisco.
4. In FY 21-22 BTHC plans to implement a client satisfaction survey to all behavioral health clients, as a tool for tracking client satisfaction and identifying service delivery issues that need to be addressed. This survey will be administered throughout the year on an ongoing basis and results will be tabulated on a quarterly basis, allowing BTHC behavioral health staff to discern issues and complications as they arise. In addition, BTHC plans to administer a yearly survey to the entire student body at Balboa High School to assess effectiveness of outreach and engagement efforts, and to elicit feedback on the accessibility of BTHC services.
5. Timely completion and use of outcome data, including, but not limited to, CANS and/or ANSA data (Mental Health Programs only) or CalOMS (Substance Use Disorder Treatment Programs only). As a tool for tracking both Behavioral Health indicators and outcomes, BTHC is joining the rest of DPH Primary Care in implementing the Behavioral Health Vital Signs (BHVS) evaluative tool. The BHVS module developed specifically for adolescents includes administering the PHQ-2 and PHQ-9A (when PHQ2 is positive) depression assessments with all incoming clients, and then referring clients scoring 9 or higher to BH services. Thereafter, clients will be reevaluated using the same tool and protocol in order to ensure that interventions were successful

**9. Required Language:**

N/A

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

N/A

**1. Identifiers:**

Program Name: Children Outpatient  
Program Address: 1625 Carroll, San Francisco, CA, 94124  
Telephone: 415-822-7500 Fax: 415-822-9767  
Website Address: www.bayviewci.org  
  
Contractor Address: 5815 Third Street, San Francisco, CA, 94124  
Executive Director: James Bouquin  
Telephone: 628-336-1971  
Email Address: susan.watson@bayviewci.org  
  
Program Director: Pamela Gilmore, Interim Director  
Telephone: 415- 822-7500x13  
Email Address: pamela.gilmore@bayviewci.org  
  
Program Code(s): 3851-6

**2. Nature of Document:**

☐ Original      ☒ Contract Amendment      ☐ Revision to Program Budgets (RPB)

**3. Goal Statement:**

To provide mental health services to young community members and their families that will support healthy development and improve functioning in the home, school, and community.

**4. Priority Population:**

Youth under the age of 18 years within the SFUSD's Bayview Superintendent Zone and who meet the county's eligibility guidelines and admissions criteria with a primary focus on residents in the Southeast neighborhoods who have been exposed to trauma, familial financial stress, homelessness, and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. 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 and Latino youth population primarily residing in the Southeast sector of Bayview Hunters Point and Sunnydale communities of San Francisco.

The program also has positions funded through the ERMHS service specifically to provide school-based therapy services to students across the SFUSD. BVHPFCI makes every effort to serve all San Franciscans in need. Where a particular program is not the best fit, staff will make an appropriate referral, either internally or to a co-service provider in San Francisco.

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

Please see Appendix B-1 CRDC page for detailed service breakdown.

Mental health services include assessment (plan development, mental health evaluation), individual therapy, group therapy, family therapy, collateral contact, case management, crisis intervention and outreach services/consultation services.

Based on the ongoing public health crisis due to COVID-19, both face to face and telehealth services will be made available to clients for all offered services. Now that in person instruction has resumed for SFUSD, school-based services are be provided as well when meetings can be accommodated in COVID safety compliant rooms.

## **6. Methodology:**

### **A. Outreach, recruitment, promotion, and advertisement**

BVHPFCI IBHS conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff are also partnering more closely with local schools and youth service organizations to encourage access to care.

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

Clients served at BVHPFCI IBHS must meet the eligibility requirements of BHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

### **C. Service delivery model**

The BVHPFCI IBHS provides outpatient services that are primarily either clinic based or in a telehealth format but can be delivered when appropriate in the field or at client residences to improve access to care. The clinic will operate Monday through Friday from 9am-5pm. For all client cases, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHPFCI IBHS does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHPFCI IBHS will use evidence-based practices for the treatment of clients including but not limited to: motivational interviewing, acceptance and commitment therapy (ACT), cognitive behavioral therapy (CBT), insight oriented therapy, family systems therapy, dialectical behavior therapy (DBT), and trauma focused approaches (ex.: cognitive processing therapy (CPT)).

Treatment will be administered using the following modalities:

- Assessment
- Individual Therapy

- Group Therapy
- Family therapy
- Collateral services
- Targeted case management
- Crisis intervention
- Case management

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through use of translation services provided by the Department of Public Health.

The Bayview Integrated Behavioral Health Service participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to BHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians. Priority referrals include Foster Care Mental Health, Child Protective Services (CPS), and Child Crisis.

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

The exit criteria for BVHPFCI IBHS are based upon attainment of the goals and desired outcomes outlined in the treatment plan of care. Staff will continually track client progress and will use a step-down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkages to desired resources such as case management, ongoing educational support and/or vocational training so that clients have a network of continuous resources.

#### E. Program staffing

The BVHPFCI IBHS is staffed with licensed and license-eligible marriage and family therapists, social workers, psychologists, and licensed board-certified psychiatrists. All staff are dedicated to serving the community and are responsive to issues of ethnicity, culture, language, and gender. Ongoing trainings and supervision are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHPFCI IBHS is currently fully staffed but due to ongoing growth and in anticipation of possible turnover, the agency is focused on ongoing staff recruitment through maintaining connections with local alumni organizations and training programs. Due to the pandemic, the program was not able to restart its training program during FY 22-23, but we are hoping to re-start the practicum training program in the next year to bring more developing professionals into the community mental health field.

#### F. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance objectives FY 22-23.



## **G. Continuous Quality Improvement:**

Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPFCI IBHS abides by the guidelines and mandates as described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

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

The Bayview Integrated Behavioral Health Service follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Avatar reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If staff are found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

### **B. Quality of documentation**

The BVHPFCI IBHS identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participate in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All new staff are subject to ongoing documentation review and co-signing by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to Medi-Cal standards. Once a staff member no longer requires a co-signer, their notes, assessments, and treatment plans are still reviewed quarterly for a proportion of their caseload to ensure quality and consistency.

As of October 1, 2021, our updated Program Utilization Review Quality Committee (PURQC) delegation agreement was approved, and we have resumed this weekly service authorization process. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding treatment plans scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

### **C. Cultural Competency**

The Bayview Hunters Point Foundation for Community Improvement recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally

relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and other on-site trainings. Guest presenters will be included in on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

**D. Client Satisfaction**

The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff, and clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

**E. Timely completion and use of outcome data**

The Bayview Integrated Behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including CANS and PSC-35 data. All required resource documents are completed within the timelines designated by BHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

**H. Required Language: N/A**

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

## 1. Identifiers:

Program Name: Dimensions LGBT Outpatient  
Program Director: Rocio Novoa  
Program Address: 995 Potrero Avenue (1st floor - Ward 81)  
City, State, ZIP: San Francisco CA 94112  
Telephone: (628) 217-6948  
Website Address: <https://dimensionsclinic.com>

Contractor: Bayview Hunters Point Foundation - Fiscal Intermediary  
Contractors Address: 5815 3<sup>rd</sup> Street  
City, State, ZIP: San Francisco, CA 94134  
Telephone: (415) 468-5100  
Executive Director: James Bouquin  
Website Address: <https://bayviewci.org/>

Program Coordinator: Owen Morse  
Telephone: (628) 217-6919  
Email Address: [owen.morse@sfdph.org](mailto:owen.morse@sfdph.org)

Program Code(s): NA

## 2. Nature of Document:

☐ Original      ☒ Contract Amendment      ☐ Revision to Program Budgets (RPB)

## 3. Goal Statement

As a Fiscal Intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide one full-time therapist to support a portion of the Behavioral Health activities of Dimensions Clinic for Queer and Transgender Youth. Dimensions Clinic provides primary care and behavioral health services (mental health and substance use counseling). The goal of the contracted staff is to provide group and individual behavioral health counseling to youth, ages 12-25 who identify as lesbian, gay, bisexual, transgender and/or queer (LGBTQ) as well as providing pre-surgical assessments for gender affirming surgeries.

## 4. Primary Population:

Transitional aged youth (TAY) ages 16-24, and other youth aged 12-25 who identify as lesbian, bisexual, transgender, non-binary, and/or queer (LGBTQ). Dimensions serves primarily Youth of Color from low-income households.

While the Bayview Hunters Point Foundation/Dimensions welcomes and serves all ethnicities and populations, services are designed to meet the cultural and linguistic needs of young people who identify as transgender, non-binary, or queer.

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

As a fiscal intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide all human resources related services for the staff therapist. Bayview Hunters

Point Foundation for Community Improvement shall work with DPH Community Health Programs for Youth (CHPY) to ensure that fiscal reporting and payments related to the staff are accurate.

Dimensions Clinic provides comprehensive care, including primary care, sexual healthcare, HIV prevention and education, gender care, case management, behavioral health services, and referrals and linkages to other youth services, in the Castro-Mission Health Center as well as greater San Francisco community. The Dimensions Clinic is primarily staffed by the Department of Public Health (DPH). Bayview Hunters Point Foundation for Community Improvement provides one staff to support a portion of Dimensions' behavioral health programming by conducting bio-psycho-social assessments, individual counseling, presurgical-assessments, and resource linkage.

**6. Methodology:**

Bayview Hunters Point Foundation for Community Improvement staff shall provide behavioral health counseling in appropriate settings in order to engage Dimensions' clients, help them learn coping mechanisms and self-sufficiency, and connect them to other community services. Services take place remotely and at the following sites: Castro Mission Health Center/ Dimensions and Lavender Youth and Recreation Center (LYRIC).

**7. Outcome Objectives and Measurements**

Bayview Hunters Point Foundation for Community Improvement staff shall provide individual short-term counseling to over 40 youth in FY 2022-23.

35 or more of the clients seen by Foundation Staff for individual counseling will return for 3 or more encounters.

20 or more of the Foundation Staff's individual counseling clients will be referred to Dimensions Medical services.

Outcome and process data will be collected by Foundation staff as behavioral health counseling is conducted and will be tracked using Epic, the San Francisco Department of Public Health electronic health record. Tracking will include all encounters recorded to record utilization, psycho-metric tools typically found in primary care settings to display improvements (i.e., Patient Health Questionnaire 9, PHQ-9 and Car, Relax, Alone, Forget, Friends, Trouble- CRAFFT). The data shall be compiled 45 days after the close of each fiscal year by CHPY staff.

**8. Continuous Quality Improvement**

Bayview Hunters Point Foundation for Community Improvement shall meet with CHPY Clinical Lead to develop Quality Improvement plans, as needed, related to the outreach and engagement portion of the Dimensions Clinic.

**9. Required Language:**

N/A

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

N/A

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| <b>Contractor Name:</b> Bayview Hunters Point Foundation for Community Improvement | <b>Appendix A-5</b> |
| <b>Program Name:</b> Jelani Family Residential Step-Down Program                   | FY 22-23            |
|  |                     |

### 1. Identifiers:

Program Name: Jelani Family Residential Step-Down Program  
Program Address: 1638 Kirkwood Street, San Francisco, CA 94124  
Telephone: (415) 814-3254  
Website Address: [www.bayviewci.org](http://www.bayviewci.org)

Contractors Address: 5815 3<sup>rd</sup> St., San Francisco, CA 94124  
Executive Director: James Bouquin  
Telephone: (415) 468-5100  
james.bouquin@bayviewci.org

Program Director: Jemal Taylor  
Telephone: (415) 814-3254  
Jemal.taylor@bayviewci.org

Program Code(s): 3816SD

### 2. Nature of Document:

☐ Original      ☒ Contract Amendment      ☐ Request for Program Budget (RPB)

### 3. Goal Statement:

To provide a long-term safe living space place that is supportive of recovery for residents after completing an inpatient treatment program.

### 4. Priority Population:

JFRSD is a quaint, homelike fifteen-bed independent living facility located in the Bayview Hunters Point community. JFRSD houses San Francisco's single adults and families (two children up to 12 years old) who are recovering from substance use and have previously completed an inpatient clinical treatment program. JFRSD is monitored 24/7, supports family reconciliation and provides life skills coaching. Life skills coaching equips residents with the necessary tools to navigate community resources to sustain them with living independently long after they leave JFRSD. After JFRSD, residents continue the process of reintegrating back into society as productive, self-determined citizens with skills to support them with managing their lives more effectively. JFRSD residents decrease their chances of relapsing by utilizing JFRSD as a bridge for up to 24 months and not returning to their old neighborhoods, homeless encampments, or other high-risks inhabitable former living places. While JFRSD Program welcomes and serves all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of men, women and families in the African American and Latinx

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| <b>Contractor Name:</b> Bayview Hunters Point Foundation for Community Improvement | <b>Appendix A-5</b> |
| <b>Program Name:</b> Jelani Family Residential Step-Down Program                   | FY 22-23            |
|  |                     |

communities residing in District 10 (Southeast Sector of San Francisco - Bayview Hunters Point, Sunnysdale, Potrero Hill) At-risk populations are prioritized within all groups.

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

See Appendix B CRDC page

## **6. Methodology:**

Jelani Family Residential Step-Down is supportive of recovery for clients who are transitioning from a more restrictive residential treatment to a less restrictive, longer term residential facility in the community. JFRSD provides a temporary, drug and alcohol free environment to residents that are actively engaged in outpatient treatment for medically necessary SUD provided to the client off-site.

The JFRSD services are available to beneficiaries who are stepping down from inpatient/residential substance use disorder treatment. Residents must be concurrently in treatment, specifically in outpatient (OP), intensive outpatient (IOP), Opioid Treatment Program (OTP), or Outpatient (aka: Ambulatory) Withdrawal Management (OP-WM) settings.

JFRSD is a sub-acute, short-termed, residential facility that provides support and access to outpatient treatment in a 24-hour staffed, open home-like environment. The program is not clinical in nature and as such life skills coaching and 24/7 monitoring are the primary direct services. Jelani Family will provide assistance in building life skills (e.g. resume and scheduling assistance, time management practices) and will also maintain a calendar of external service opportunities available to residents.

JFRSD Program focus is on providing housing to those who match the outlined criteria. The program offers storage for food and personal items but does not provide these and other necessities except upon initial admittance into the program.

The main function of life skills services is to facilitate connections to outside providers. Each client is responsible for making and maintaining these service relationships on their way toward complete independence. When appropriate, the life skills coach may make the residential facility available to external programs.

Indirect services include outpatient services but shall not be limited to Clinical treatment

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| <b>Contractor Name:</b> Bayview Hunters Point Foundation for Community Improvement | <b>Appendix A-5</b> |
| <b>Program Name:</b> Jelani Family Residential Step-Down Program                   | FY 22-23            |
|  |                     |

- Support groups
- Employment counseling
- Family counseling
- Financial assistance
- Transportation
- Education

## 7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the document entitled Adult and Older Adult Performance Objectives FY 22-23.

## 8. Continuous Quality Improvement (CQI):

The Bayview Hunters Point Jelani Family Program CQI activities are designed to enhance, improve and monitor quality of services.

A. The Program will identify areas of improvement through chart reviews and case conferences which are conducted on a quarterly basis. Avatar reports will be reviewed and reconciled on a monthly basis by the Intake & Billing Staff. Participants in the case conference meetings include the Program Director, Life Skills Coach (LSC) and Monitors. The LSC and monitors receives monthly supervision from the Program Director where they are advised on resident status as to meeting their stated goals of obtaining permanent housing, employment and the means to establish financial stability and remain clean and sober.

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). To ensure compliance with documentation monthly chart review, the QA representative, House Manager and LSC will discuss with the Program Director for follow-up issues.

All staff participates in annual documentation trainings provided internally and by Behavioral Health Services.

Mandatory staff meetings are also held on a quarterly basis as a venue where staff can discuss administrative and program issues.

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| <b>Contractor Name:</b> Bayview Hunters Point Foundation for Community Improvement | <b>Appendix A-5</b> |
| <b>Program Name:</b> Jelani Family Residential Step-Down Program                   | FY 22-23            |
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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, Corporate Compliance.

D. The agency values residents' opinions and suggestions for program improvements. Residents will be provided an opportunity to express their views through Resident Satisfaction Surveys administered on an annual basis. Changes that improve the efficacy, quality or outcomes of program services will be prioritized for implementation

**Required Language:**

NA

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

NA



## **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 (15<sup>th</sup>) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

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

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

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

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

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

D. Upon **the effective date** of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health **of an invoice or claim submitted by Contractor, and** of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed 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: Adult Behavioral Health
- B-2: School-Based Centers (Balboa) – ends on 6/30/23
- B-3: Children Outpatient
- B-4: Dimensions LGBT – ends on 6/30/23 Outpatient
- B-5: Jelani Family Program

B. Compensation

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Twenty Million One Hundred Thirty Eight Thousand Two Hundred Eighteen Dollars (\$20,138,218) for the period of July 1, 2017 through June 30, 2025.

CONTRACTOR understands that, of this maximum dollar obligation, \$800,193 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.

| <b>Contract Term</b>           | <b>Estimated<br/>Funding Allocation</b> |
|--------------------------------|---|
| 7/1/18-6/30/19                 | \$1,214,293                             |
| 7/1/19-6/30/20                 | \$2,031,313                             |
| 7/1/20-6/30/21                 | \$2,346,299                             |
| FY20-21 MCO and CODB 1x via DV | \$77,638                                |
| 7/1/21-6/30/22                 | \$3,286,320                             |
| 7/1/22-6/30/23                 | \$3,713,888                             |
| 7/1/23-6/30/24                 | \$3,268,762                             |
| 7/1/24-6/30/25                 | \$3,399,512                             |
|                                | <hr/>                                   |
|                                | \$19,338,025                            |
| contingency                    | \$800,193                               |
|                                | <hr/>                                   |
| <b>Total</b>                   | <b>\$20,138,218</b>                     |

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 1000011308                                      |                         |                               |                     |                            |                        | Funding Notification Date 12/13/22 |                     |
| Appendix Number  | B-1                     | B-2                           | B-3                 | B-4                        | B-5                    |                                    | <b>FN#3</b>         |
| Provider Number  | 3851                    | 3851                          | 3851                | 3851                       | 389036                 |                                    |                     |
| Program Name   | Adult Behavioral Health | School-based Centers (Balboa) | Children Outpatient | Dimensions LGBT Outpatient | Jelani Family Program  |                                    |                     |
| Program Code   | 38513                   | N/A                           | 38516 & 38171       | N/A                        | 3816SD                 |                                    |                     |
| 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      |                                    |                     |
| <b>FUNDING USES</b>  |                         |                               |                     |                            |                        |                                    | <b>TOTAL</b>        |
| Salaries   | \$ 636,890              | \$ 203,000                    | \$ 586,200          | \$ 90,000                  | \$ 421,631             |                                    | \$ 1,937,721        |
| Employee Benefits  | \$ 184,697              | \$ 56,840                     | \$ 169,998          | \$ 27,000                  | \$ 118,057             |                                    | \$ 556,592          |
| <b>Subtotal Salaries &amp; Employee Benefits</b>                   | <b>\$ 821,587</b>       | <b>\$ 259,840</b>             | <b>\$ 756,198</b>   | <b>\$ 117,000</b>          | <b>\$ 539,688</b>      | \$ -                               | <b>\$ 2,494,313</b> |
| Operating Expenses   | \$ 357,863              | \$ 15,230                     | \$ 214,628          | \$ 34,730                  | \$ 43,116              |                                    | \$ 665,567          |
| <b>Subtotal Direct Expenses</b>                                    | <b>\$ 1,179,450</b>     | <b>\$ 275,070</b>             | <b>\$ 970,826</b>   | <b>\$ 151,730</b>          | <b>\$ 582,804</b>      | \$ -                               | <b>\$ 3,159,880</b> |
| Indirect Expenses  | \$ 176,916              | \$ 41,260                     | \$ 145,623          | \$ 22,760                  | \$ 87,421              |                                    | \$ 473,980          |
| Indirect %   | 15.0%                   | 15.0%                         | 15.0%               | 15.0%                      | 15.0%                  | 0.0%                               | 15.0%               |
| <b>TOTAL FUNDING USES</b>  | <b>\$ 1,356,366</b>     | <b>\$ 316,330</b>             | <b>\$ 1,116,449</b> | <b>\$ 174,490</b>          | <b>\$ 670,225</b>      | \$ -                               | <b>\$ 3,633,860</b> |
|  |                         |                               |                     |                            | Employee Benefits Rate |                                    | 28.7%               |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                           |                         |                               |                     |                            |                        |                                    |                     |
| MH Adult Fed SDMC FFP (50%)  | \$ 470,922              |                               |                     |                            |                        |                                    | \$ 470,922          |
| MH Adult State 1991 MH Realignment                                 | \$ 154,812              |                               |                     |                            |                        |                                    | \$ 154,812          |
| MH Adult County General Fund                                       | \$ 730,632              |                               |                     |                            |                        |                                    | \$ 730,632          |
| MH MHSA (PEI)  |                         | \$ 316,330                    |                     |                            |                        |                                    | \$ 316,330          |
| MH CYF Fed SDMC FFP (50%)  |                         |                               | \$ 272,761          |                            |                        |                                    | \$ 272,761          |
| MH CYF Fed SDMC FFP (50%) ERMHS                                    |                         |                               | \$ 150,000          |                            |                        |                                    |                     |
| MH CYF State 2011 PSR-EPSDT  |                         |                               | \$ 150,485          |                            |                        |                                    | \$ 150,485          |
| MH CYF State 2011 PSR-EPSDT ERMHS                                  |                         |                               | \$ 150,000          |                            |                        |                                    | \$ 150,000          |
| MH CYF County Local Match  |                         |                               | \$ 100,000          |                            |                        |                                    | \$ 100,000          |
| MH CYF County General Fund   |                         |                               | \$ 293,203          |                            | \$ -                   |                                    | \$ 293,203          |
| MH WO DCYF Dimensions Clinic                                       |                         |                               |                     | \$ 174,490                 |                        |                                    | \$ 174,490          |
| MH CYF County GF WO CODB   |                         |                               | \$ -                | \$ -                       | \$ -                   |                                    | \$ -                |
| MH Grant SAMHSA Adult SOC, CFDA 93.958                             |                         |                               |                     |                            | \$ -                   |                                    | \$ -                |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                     | <b>\$ 1,356,366</b>     | <b>\$ 316,330</b>             | <b>\$ 1,116,449</b> | <b>\$ 174,490</b>          | <b>\$ -</b>            | <b>\$ -</b>                        | <b>\$ 2,963,635</b> |
| <b>BHS SUD FUNDING SOURCES</b>                                     |                         |                               |                     |                            |                        |                                    |                     |
| SUD Fed SABG Discretionary, CFDA 93.959                            |                         |                               |                     |                            | \$ 593,926             |                                    | \$ 593,926          |
| SUD County General Fund  |                         |                               |                     |                            | \$ 76,299              |                                    | \$ 76,299           |
| <b>TOTAL BHS SUD FUNDING SOURCES</b>                               | <b>\$ -</b>             | <b>\$ -</b>                   | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ 670,225</b>      | <b>\$ -</b>                        | <b>\$ 670,225</b>   |
| <b>OTHER DPH FUNDING SOURCES</b>                                   |                         |                               |                     |                            |                        |                                    |                     |
| FY20-21 3% General Fund CODB (paid through DV in FY20-21)          |                         | \$ -                          | -                   |                            |                        |                                    | \$ -                |
| FY21-22 3% General Fund CODB                                       | \$ -                    | \$ -                          | -                   |                            |                        |                                    | \$ -                |
|  |                         |                               |                     |                            |                        |                                    | \$ -                |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                             | <b>\$ -</b>             | <b>\$ -</b>                   | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ -</b>            | <b>\$ -</b>                        | <b>\$ -</b>         |
| <b>TOTAL DPH FUNDING SOURCES</b>                                   | <b>\$ 1,356,366</b>     | <b>\$ 316,330</b>             | <b>\$ 1,116,449</b> | <b>\$ 174,490</b>          | <b>\$ 670,225</b>      | <b>\$ -</b>                        | <b>\$ 3,633,860</b> |
| <b>NON-DPH FUNDING SOURCES</b>                                     |                         |                               |                     |                            |                        |                                    |                     |
|  |                         |                               |                     |                            |                        |                                    | \$ -                |
|  |                         |                               |                     |                            |                        |                                    | \$ -                |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                               | <b>\$ -</b>             | <b>\$ -</b>                   | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ -</b>            | <b>\$ -</b>                        | <b>\$ -</b>         |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                     | <b>\$ 1,356,366</b>     | <b>\$ 316,330</b>             | <b>\$ 1,116,449</b> | <b>\$ 174,490</b>          | <b>\$ 670,225</b>      | <b>\$ -</b>                        | <b>\$ 3,633,860</b> |
| Prepared By John Wong  |                         |                               |                     | 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 3851  |                            |                         |                         | Fiscal Year               |                         |                         | 2022-2023             |              |
| Contract ID Number 1000011308                                 |                            |                         |                         | Funding Notification Date |                         |                         | 12/13/22              |              |
| Program Name  |                            | Adult Behavioral Health |                         |                           |                         |                         |                       |              |
| Program Code  |                            | 38513                   | 38513                   | 38513                     | 38513                   | 38513                   |                       |              |
| Mode/SFC (MH) or Modality (SUD)                               |                            | 15/10-57, 59            | 15/60-69                | 15/70-79                  | 15/01-09                | 45/20-29                |                       |              |
| Service Description   |                            | OP-MH Svcs              | OP-Medication Support   | OP-Crisis Intervention    | OP-Case Mgt Brokerage   | OS-Cmmty Client Svcs    |                       |              |
| 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       |                       |              |
| FUNDING USES  |                            |                         |                         |                           |                         |                         |                       | TOTAL        |
| Salaries & Employee Benefits                                  |                            | \$ 573,387              | \$ 149,533              | \$ 1,751                  | \$ 37,174               | \$ 59,742               | \$ -                  | \$ 821,587   |
| Operating Expenses  |                            | \$ 249,753              | \$ 65,133               | \$ 763                    | \$ 16,192               | \$ 26,022               | \$ -                  | \$ 357,863   |
| Capital Expenses  |                            |                         |                         |                           |                         |                         |                       | \$ -         |
| Subtotal Direct Expenses                                      |                            | \$ 823,141              | \$ 214,666              | \$ 2,514                  | \$ 53,366               | \$ 85,763               | -                     | \$ 1,179,449 |
| Indirect Expenses   |                            | \$ 123,471              | \$ 32,199               | \$ 377                    | \$ 8,005                | \$ 12,864               | -                     | \$ 176,916   |
| Indirect %  |                            | \$ 0                    | \$ 0                    | \$ 0                      | \$ 0                    | \$ 0                    | 0.0%                  | 15.0%        |
| TOTAL FUNDING USES  |                            | \$ 946,612              | \$ 246,865              | \$ 2,891                  | \$ 61,371               | \$ 98,628               | \$ -                  | \$ 1,356,366 |
| BHS MENTAL HEALTH FUNDING SOURCES                             |                            | Dept-Auth-Proj-Activity |                         |                           |                         |                         |                       |              |
| MH Adult Fed SDMC FFP (50%)                                   | 251984-10000-10001792-0001 | \$ 363,191              | \$ 85,480               | \$ 1,001                  | \$ 21,250               | \$ -                    | \$ -                  | \$ 470,922   |
| MH Adult State 1991 MH Realignment                            | 251984-10000-10001792-0001 | \$ 80,384               | \$ 28,101               | \$ 329                    | \$ 6,986                | \$ 39,012               | \$ -                  | \$ 154,812   |
| MH Adult County General Fund                                  | 251984-10000-10001792-0001 | \$ 503,037              | \$ 133,284              | \$ 1,561                  | \$ 33,135               | \$ 59,616               | \$ -                  | \$ 730,632   |
| MH Adult County GF WO CODB                                    | 251984-10000-10001792-0001 | \$ -                    | \$ -                    | \$ -                      | \$ -                    | \$ -                    | \$ -                  | \$ -         |
| This row left blank for funding sources not in drop-down list |                            |                         |                         |                           |                         |                         |                       | \$ -         |
| TOTAL BHS MENTAL HEALTH FUNDING SOURCES                       |                            | \$ 946,612              | \$ 246,865              | \$ 2,891                  | \$ 61,371               | \$ 98,628               | \$ -                  | \$ 1,356,366 |
| BHS SUD FUNDING SOURCES                                       |                            | Dept-Auth-Proj-Activity |                         |                           |                         |                         |                       |              |
| OTHER DPH FUNDING SOURCES                                     |                            | Dept-Auth-Proj-Activity |                         |                           |                         |                         |                       |              |
| FY20-21 3% General Fund CODB (paid through DV in FY20-21)     |                            | \$ -                    | \$ -                    | \$ -                      | \$ -                    | \$ -                    |                       | \$ -         |
| FY21-22 3% General Fund CODB                                  |                            |                         |                         |                           |                         |                         |                       | \$ -         |
| TOTAL OTHER DPH FUNDING SOURCES                               |                            | \$ -                    | \$ -                    | \$ -                      | \$ -                    | \$ -                    |                       | \$ -         |
| TOTAL DPH FUNDING SOURCES                                     |                            | \$ 946,612              | \$ 246,865              | \$ 2,891                  | \$ 61,371               | \$ 98,628               | \$ -                  | \$ 1,356,366 |
| 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)                       |                            | 946,612                 | 246,865                 | 2,891                     | 61,371                  | 98,628                  | -                     | 1,356,366    |
| BHS UNITS OF SERVICE AND UNIT COST                            |                            |                         |                         |                           |                         |                         |                       |              |
| Payment Method  |                            | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR)   | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Fee-For-Service (FFS) |              |
| DPH Units of Service  |                            | 122,618                 | 18,300                  | 387                       | 12,299                  | 370                     |                       |              |
| Unit Type   |                            | Staff Minute            | Staff Minute            | Staff Minute              | Staff Minute            | Staff Hour              | 0                     |              |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           |                            | \$ 7.72                 | \$ 13.49                | \$ 7.47                   | \$ 4.99                 | \$ 266.56               | \$ -                  |              |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) |                            | \$ 7.72                 | \$ 13.49                | \$ 7.47                   | \$ 4.99                 | \$ 266.56               | \$ -                  |              |
| Published Rate (Medi-Cal Providers Only)                      |                            | \$ 4.90                 | \$ 7.00                 | \$ 6.80                   | \$ 3.90                 | \$ 188.00               | \$ -                  | Total UDC    |
| Unduplicated Clients (UDC)                                    |                            | 275                     | Included                | Included                  | Included                | Included                | Included              | 275          |

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

Contract ID Number 1000011308

Program Name Adult Behavioral Health

Program Code 38513

Appendix Number B-1

Page Number 3

Fiscal Year 2022-2023

Funding Notification Date 12/13/22

|  | TOTAL             |                   | 251984-10000-10001792-0001 - Mode 15 |                   | 251984-10000-10001792-0001 - Mode 45 |                  | Dept-Auth-Proj-Activity |             |
|--|-------------------|-------------------|--------------------------------------|-------------------|--------------------------------------|------------------|-------------------------|-------------|
| Funding Term                             | 07/01/22-06/30/23 |                   | 07/01/22-06/30/23                    |                   | 07/01/22-06/30/23                    |                  | (mm/dd/yy-mm/dd/yy):    |             |
| Position Title                           | FTE               | Salaries          | FTE                                  | Salaries          | FTE                                  | Salaries         | FTE                     | Salaries    |
| Director of Behavioral Health            | 0.34              | \$ 44,200         | 0.32                                 | 40,986            | 0.02                                 | 3,214            |                         |             |
| Clinical Supervisor                      | 0.13              | \$ 14,740         | 0.12                                 | 13,668            | 0.01                                 | 1,072            |                         |             |
| Administrative Manager                   | 0.50              | \$ 35,000         | 0.46                                 | 32,455            | 0.04                                 | 2,545            |                         |             |
| Medical Records Technician/Billing Clerk | 0.50              | \$ 27,500         | 0.46                                 | 25,500            | 0.04                                 | 2,000            |                         |             |
| Licensed Therapist                       | 1.00              | \$ 105,000        | 0.93                                 | 97,365            | 0.07                                 | 7,635            |                         |             |
| Masters-Level Clinician                  | 1.00              | \$ 90,000         | 0.93                                 | 83,456            | 0.07                                 | 6,544            |                         |             |
| Masters-Level Clinician                  | 0.50              | \$ 45,000         | 0.46                                 | 41,728            | 0.04                                 | 3,272            |                         |             |
| Masters-Level Clinician                  | 0.50              | \$ 45,000         | 0.46                                 | 41,728            | 0.04                                 | 3,272            |                         |             |
| Nurse Practitioner                       | 0.20              | \$ 30,000         | 0.19                                 | 27,819            | 0.01                                 | 2,181            |                         |             |
| Clinical Case Manager                    | 0.33              | \$ 21,450         | 0.31                                 | 19,890            | 0.02                                 | 1,560            |                         |             |
| Medical Director/Psychiatrist            | 0.50              | \$ 150,000        | 0.46                                 | 139,093           | 0.04                                 | 10,907           |                         |             |
| Reception                                | 0.50              | \$ 29,000         | 0.46                                 | 26,891            | 0.04                                 | 2,109            |                         |             |
|  |                   | \$ -              |                                      | -                 |                                      | -                |                         |             |
| <b>Totals:</b>                           | 6.00              | \$ 636,890        | \$ 6                                 | \$ 590,579        | \$ 0                                 | \$ 46,311        | 0.00                    | \$ -        |
|  |                   |                   |                                      |                   |                                      |                  |                         |             |
| <b>Employee Benefits:</b>                | 29%               | \$ 184,697        | 29%                                  | \$ 171,266.81     | 29%                                  | \$ 13,430        | 0.00%                   |             |
|  |                   |                   |                                      |                   |                                      |                  |                         |             |
| <b>TOTAL SALARIES &amp; BENEFITS</b>     |                   | <b>\$ 821,587</b> |                                      | <b>\$ 761,845</b> |                                      | <b>\$ 59,742</b> |                         | <b>\$ -</b> |

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

Contract ID Number 1000011308  
 Program Name Adult Behavioral Health  
 Program Code 38513

Appendix Number B-1  
 Page Number 4  
 Fiscal Year 2022-2023  
 Funding Notification Date 12/13/22

| Expense Categories & Line Items  | TOTAL             | 251984-10000-10001792-0001 - Mode 15 | 251984-10000-10001792-0001 - Mode 45 | Dept-Auth-Proj-Activity |
|--|-------------------|--------------------------------------|--------------------------------------|-------------------------|
| <b>Funding Term</b>  | 07/01/22-06/30/23 | 07/01/22-06/30/23                    | 07/01/22-06/30/23                    | (mm/dd/yy-mm/dd/yy):    |
| Rent   | \$ 48,905         | 45,349                               | 3,556                                |                         |
|  | \$ -              | -                                    | -                                    |                         |
| Utilities (telephone, electricity, water, gas)   | \$ 7,065          | 6,551                                | 514                                  |                         |
| Building Repair/Maintenance  | \$ 17,557         | 16,280                               | 1,277                                |                         |
| <b>Occupancy Total:</b>  | <b>\$ 73,527</b>  | <b>\$ 68,180</b>                     | <b>5,347</b>                         | <b>\$ -</b>             |
| Office Supplies  | \$ 12,432         | 11,528                               | 904                                  |                         |
| Photocopying   | \$ -              | -                                    | -                                    |                         |
| Program Supplies   | \$ 3,000          | 2,782                                | 218                                  |                         |
| Computer Hardware/Software   | \$ 8,300          | 7,697                                | 604                                  |                         |
| <b>Materials &amp; Supplies Total:</b>   | <b>\$ 23,732</b>  | <b>\$ 22,007</b>                     | <b>1,725</b>                         | <b>\$ -</b>             |
| Training/Staff Development   | \$ 4,000          | 3,709                                | 291                                  |                         |
| Insurance  | \$ 8,279          | 7,677                                | 602                                  |                         |
| Professional License   | \$ 1,500          | 1,391                                | 109                                  |                         |
| Permits  | \$ -              | -                                    | -                                    |                         |
| Equipment Lease & Maintenance  | \$ 10,000         | 9,273                                | 727                                  |                         |
| <b>General Operating Total:</b>  | <b>\$ 23,779</b>  | <b>\$ 22,050</b>                     | <b>1,729</b>                         | <b>\$ -</b>             |
| Local Travel   | \$ 1,825          | 1,692                                | 133                                  |                         |
|  | \$ -              |                                      |                                      |                         |
|  | \$ -              |                                      |                                      |                         |
| <b>Staff Travel Total:</b>   | <b>\$ 1,825</b>   | <b>\$ 1,692</b>                      | <b>133</b>                           | <b>\$ -</b>             |
| Pulse Clinical Alliances -Contract Mental Health Professionals August 2022 to June 2023 at \$65 per hour. With an average of 923 hours during the fiscal year (\$65x923) = \$59,995  | \$ 60,000         | \$ 55,637.03                         | \$ 4,362.97                          |                         |
| Registry Physician Specialist - Dr. Ruth De Peralta FY 22-23. Hourly rate is \$187. 427.80 hours for FY 22-23 (187x427.80=80,000)  | \$ 80,000         | \$ 74,182.70                         | \$ 5,817.30                          |                         |
| Ina Moon MFT - Clinical supervision, consultation and training. 7/1/22 to - 2023. Hourly rate of \$125. With 200 hours during FY 22-23 ( 200x\$125)=\$25,000   | \$ 25,000         | \$ 23,182.10                         | \$ 1,817.90                          |                         |
| LHH Recruitment Solutions - Adecco for term 02/23 to 06/23 Receptionist positions at \$38 to \$50 hourly with 800 hours in FY 22-23 (50x800=\$40,000)  | \$ 40,000         | \$ 37,091.35                         | \$ 2,908.65                          |                         |
| Medical Director: Norris Hollie MD. (11/21/22-6/30/23) Administer medical services, plan & supervise treatment. The hourly rate is \$200, with an average of 150 hours provided during the fiscal year. (\$200 x 150) = \$30,000 | \$ 30,000         | \$ 27,818.51                         | \$ 2,181.49                          |                         |
|  | \$ -              |                                      |                                      |                         |
| <b>Consultant/Subcontractor Total:</b>   | <b>\$ 235,000</b> | <b>\$ 217,912</b>                    | <b>\$ 17,088</b>                     | <b>\$ -</b>             |
|  | 0                 | 0                                    | 0                                    |                         |
| <b>Other Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                          | <b>\$ -</b>                          | <b>\$ -</b>             |
| <b>TOTAL OPERATING EXPENSE</b>   | <b>\$ 357,863</b> | <b>\$ 331,841</b>                    | <b>\$ 26,022</b>                     | <b>\$ -</b>             |



**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 6                      |                   |
| Provider Number 3851  |                                | Fiscal Year 2022-2023              |                   |
| Contract ID Number 1000011308                                 |                                | Funding Notification Date 08/19/22 |                   |
| Program Name School-based Centers (Balboa)                    |                                |                                    |                   |
| Program Code N/A  |                                |                                    |                   |
| Mode/SFC (MH) or Modality (SUD) 45/10-19                      |                                | 45/20-29                           |                   |
| Service Description OS-MH Promotion                           |                                | OS-Cmmty Client Svcs               |                   |
| Funding Term (mm/dd/yy-mm/dd/yy): 07/01/22-06/30/23           |                                | 07/01/22-06/30/23                  |                   |
| <b>FUNDING USES</b>   |                                |                                    | <b>TOTAL</b>      |
| Salaries & Employee Benefits                                  | \$ 109,133                     | \$ 150,707                         | \$ 259,840        |
| Operating Expenses  | \$ 6,397                       | \$ 8,834                           | \$ 15,230         |
| <b>Subtotal Direct Expenses</b>                               | <b>\$ 115,530</b>              | <b>\$ 159,541</b>                  | <b>\$ -</b>       |
| Indirect Expenses   | \$ 17,329                      | \$ 23,930                          | \$ 41,260         |
| Indirect %  | 15.0%                          | 15.0%                              | 0.0%              |
| <b>TOTAL FUNDING USES</b>                                     | <b>\$ 132,859</b>              | <b>\$ 183,471</b>                  | <b>\$ -</b>       |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                      | <b>Dept-Auth-Proj-Activity</b> |                                    |                   |
| MH MHSA (PEI)   | 251984-17156-10031199-0062     | 132,859                            | \$ 183,471        |
| This row left blank for funding sources not in drop-down list |                                |                                    | \$ -              |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                |                                | <b>\$ 132,859</b>                  | <b>\$ 183,471</b> |
| <b>BHS SUD FUNDING SOURCES</b>                                | <b>Dept-Auth-Proj-Activity</b> |                                    |                   |
| <b>OTHER DPH FUNDING SOURCES</b>                              | <b>Dept-Auth-Proj-Activity</b> |                                    |                   |
| FY20-21 3% General Fund CODB (paid through DV in FY20-21)     |                                | \$ -                               | \$ -              |
| FY21-22 3% General Fund CODB                                  |                                | \$ -                               | \$ -              |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                        |                                | <b>\$ -</b>                        | <b>\$ -</b>       |
| <b>TOTAL DPH FUNDING SOURCES</b>                              |                                | <b>\$ 132,859</b>                  | <b>\$ 183,471</b> |
| <b>NON-DPH FUNDING SOURCES</b>                                |                                |                                    |                   |
| This row left blank for funding sources not in drop-down list |                                |                                    | \$ -              |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                          |                                | <b>\$ -</b>                        | <b>\$ -</b>       |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                |                                | <b>132,859</b>                     | <b>183,471</b>    |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                                |                                    |                   |
| Payment Method  | Fee-For-Service (FFS)          | Fee-For-Service (FFS)              |                   |
| DPH Units of Service  | 375                            | 520                                |                   |
| Unit Type   | Staff Hour                     | Staff Hour                         | 0                 |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           | \$ 354.29                      | \$ 352.83                          | \$ -              |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | \$ 354.29                      | \$ 352.83                          | \$ -              |
| Published Rate (Medi-Cal Providers Only)                      | N/A                            | N/A                                | <b>Total UDC</b>  |
| Unduplicated Clients (UDC)                                    | 600                            | Included                           | 600               |

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

Contract ID Number 1000011308

Program Name School-based Centers (Balboa)

Program Code N/A

|          |           |
|----------|-----------|
| Number   | B-2       |
| Number   | 7         |
| cal Year | 2022-2023 |
| ion Date | 12/13/22  |

|                           | TOTAL             |            | 251984-17156-10031199-0062 |            | Dept-Auth-Proj-Activity |          | Dept-Auth-Proj-Activity |          |
|---------------------------|-------------------|------------|----------------------------|------------|-------------------------|----------|-------------------------|----------|
| Funding Term              | 07/01/22-06/30/23 |            | 07/01/22-06/30/23          |            | (mm/dd/yy-mm/dd/yy):    |          | (mm/dd/yy-mm/dd/yy):    |          |
| Position Title            | FTE               | Salaries   | FTE                        | Salaries   | FTE                     | Salaries | FTE                     | Salaries |
| MHSA lead/therapist       | 1.00              | \$ 107,000 | 1.00                       | \$ 107,000 |                         |          |                         | -        |
| Junior therapist          | 1.00              | 96,000     | 1.00                       | \$ 96,000  |                         | -        |                         | -        |
| Totals:                   | 2.00              | \$ 203,000 | 2.00                       | \$ 203,000 | 0.00                    | \$ -     | 0.00                    | \$ -     |
|                           |                   |            |                            |            |                         |          |                         |          |
| Employee Benefits:        | 28.00%            | \$ 56,840  | 28.00%                     | \$ 56,840  | 0.00%                   |          | 0.00%                   |          |
|                           |                   |            |                            |            |                         |          |                         |          |
| TOTAL SALARIES & BENEFITS | \$ 259,840        |            | \$ 259,840                 |            | \$ -                    |          | \$ -                    |          |

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

Contract ID Number 1000011308

Program Name School-based Centers (Balboa)

Program Code N/A

Appendix Number

B-2

Page Number

8

Fiscal Year

2022-2023

Funding Notification Date

12/13/22

| Expense Categories & Line Items   | TOTAL             | 251984-17156-10031199-0062 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|-------------------|----------------------------|-------------------------|-------------------------|
| <b>Funding Term</b>   | 07/01/22-06/30/23 | 07/01/22-06/30/23          | (mm/dd/yy-mm/dd/yy):    | (mm/dd/yy-mm/dd/yy):    |
| Rent  | \$ -              |                            |                         |                         |
| Utilities (telephone, electricity, water, gas)  | \$ -              |                            |                         |                         |
| Building Repair/Maintenance   | \$ -              |                            |                         |                         |
| <b>Occupancy Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| Office Supplies   | \$ 6,101          | \$ 6,101                   |                         |                         |
| Photocopying  | \$ -              |                            |                         |                         |
| Program Supplies  | \$ 6,770          | \$ 6,770                   |                         |                         |
| Computer Hardware/Software  | \$ -              |                            |                         |                         |
| <b>Materials &amp; Supplies Total:</b>  | <b>\$ 12,871</b>  | <b>\$ 12,871</b>           | <b>\$ -</b>             | <b>\$ -</b>             |
| Training/Staff Development  | \$ -              |                            |                         |                         |
| Insurance   | \$ 2,359          | \$ 2,359                   |                         |                         |
| Professional License  | \$ -              |                            |                         |                         |
| Permits   | \$ -              |                            |                         |                         |
| Equipment Lease & Maintenance   | \$ -              |                            |                         |                         |
| <b>General Operating Total:</b>   | <b>\$ 2,359</b>   | <b>\$ 2,359</b>            | <b>\$ -</b>             | <b>\$ -</b>             |
| Local Travel  | \$ -              |                            |                         |                         |
| Out-of-Town Travel  | \$ -              |                            |                         |                         |
| Field Expenses  | \$ -              |                            |                         |                         |
| <b>Staff Travel Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ -              |                            |                         |                         |
|   | \$ -              |                            |                         |                         |
| <b>Consultant/Subcontractor Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| Other (provide detail):   | \$ -              |                            |                         |                         |
|   | \$ -              |                            |                         |                         |
|   | \$ -              |                            |                         |                         |
| <b>Other Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| <b>TOTAL OPERATING EXPENSE</b>  | <b>\$ 15,230</b>  | <b>\$ 15,230</b>           | <b>\$ -</b>             | <b>\$ -</b>             |

**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 3851

Contract ID Number 1000011308

Appendix Number B-3

Page Number 10

Fiscal Year 2022-2023

Funding Notification Date 12/13/22

|   |                            |                                |                         |                         |                         |                         |                     |
|---|----------------------------|--------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|---------------------|
| Program Name  |                            | Children Outpatient            |                         |                         |                         |                         |                     |
| Program Code  |                            | 38516 & 38171                  | 38516 & 38171           | 38516 & 38171           | 38516 & 38171           |                         |                     |
| Mode/SFC (MH) or Modality (SUD)                               |                            | 15/10-57, 59                   | 15/70-79                | 15/01-09                | 45/20-29                |                         |                     |
| Service Description   |                            | OP-MH Svcs                     | OP-Crisis Intervention  | OP-Case Mgt Brokerage   | OS-Cmmty Client Svcs    |                         |                     |
| 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       |                         |                     |
| <b>FUNDING USES</b>   |                            |                                |                         |                         |                         |                         | <b>TOTAL</b>        |
| Salaries & Employee Benefits                                  |                            | \$ 647,328                     | \$ 935                  | \$ 26,816               | \$ 81,119               |                         | \$ 756,198          |
| Operating Expenses  |                            | \$ 194,053                     | \$ 280                  | \$ 8,039                | \$ 12,256               |                         | \$ 214,628          |
| <b>Subtotal Direct Expenses</b>                               |                            | <b>\$ 841,381</b>              | <b>\$ 1,216</b>         | <b>\$ 34,855</b>        | <b>\$ 93,375</b>        | <b>\$ -</b>             | <b>\$ 970,826</b>   |
| Indirect Expenses   |                            | \$ 126,207                     | \$ 182                  | \$ 5,228                | \$ 14,006               |                         | \$ 145,623          |
| Indirect %  |                            | 15.0%                          | 15.0%                   | 15.0%                   | 15.0%                   | 0.0%                    | 15.0%               |
| <b>TOTAL FUNDING USES</b>                                     |                            | <b>\$ 967,587</b>              | <b>\$ 1,398</b>         | <b>\$ 40,083</b>        | <b>\$ 107,381</b>       | <b>\$ -</b>             | <b>\$ 1,116,449</b> |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                      |                            | <b>Dept-Auth-Proj-Activity</b> |                         |                         |                         |                         |                     |
| MH CYF Fed SDMC FFP (50%)                                     | 251962-10000-10001670-0001 | \$ 261,548                     | \$ 378                  | \$ 10,835               |                         |                         | \$ 272,761          |
| MH CYF Fed SDMC FFP (50%) ERMHS                               | 251962-10000-10037431-0001 | \$ 143,834                     | \$ 208                  | \$ 5,958                |                         |                         | \$ 150,000          |
| MH CYF State 2011 PSR-EPSDT                                   | 251962-10000-10001670-0001 | \$ 144,299                     | \$ 208                  | \$ 5,978                |                         |                         | \$ 150,485          |
|   | 251962-10000-10037431-0001 | \$ 143,834                     | \$ 208                  | \$ 5,958                |                         |                         | \$ 150,000          |
| MH CYF County Local Match                                     | 251962-10000-10001670-0001 | \$ 95,889                      | \$ 139                  | \$ 3,972                |                         |                         | \$ 100,000          |
| MH CYF County General Fund                                    | 251962-10000-10001670-0001 | \$ 178,183                     | \$ 257                  | \$ 7,382                | \$ 107,381              |                         | \$ 293,203          |
|   |                            |                                |                         |                         |                         |                         | \$ -                |
| This row left blank for funding sources not in drop-down list |                            |                                |                         |                         |                         |                         | \$ -                |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                |                            | <b>\$ 967,587</b>              | <b>\$ 1,398</b>         | <b>\$ 40,083</b>        | <b>\$ 107,381</b>       | <b>\$ -</b>             | <b>\$ 1,116,449</b> |
| <b>BHS SUD FUNDING SOURCES</b>                                |                            | <b>Dept-Auth-Proj-Activity</b> | <b>0.83</b>             | <b>0.00</b>             | <b>0.03</b>             | <b>0.13</b>             |                     |
| <b>OTHER DPH FUNDING SOURCES</b>                              |                            | <b>Dept-Auth-Proj-Activity</b> | <b>1</b>                | <b>0</b>                | <b>0</b>                |                         |                     |
| FY20-21 3% General Fund CODB (paid through DV in FY20-21)     |                            | \$ -                           | \$ -                    | \$ -                    | \$ -                    |                         | \$ -                |
| FY21-22 3% General Fund CODB                                  |                            | \$ -                           | \$ -                    | \$ -                    | \$ -                    |                         | \$ -                |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                        |                            | <b>\$ -</b>                    | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>         |
| <b>TOTAL DPH FUNDING SOURCES</b>                              |                            | <b>\$ 967,587</b>              | <b>\$ 1,398</b>         | <b>\$ 40,083</b>        | <b>\$ 107,381</b>       | <b>\$ -</b>             | <b>\$ 1,116,449</b> |
| <b>NON-DPH FUNDING SOURCES</b>                                |                            |                                |                         |                         |                         |                         |                     |
| This row left blank for funding sources not in drop-down list |                            |                                |                         |                         |                         |                         | \$ -                |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                          |                            | <b>\$ -</b>                    | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>         |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                |                            | <b>967,587</b>                 | <b>1,398</b>            | <b>40,083</b>           | <b>107,381</b>          | <b>-</b>                | <b>1,116,449</b>    |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                            |                                |                         |                         |                         |                         |                     |
|   |                            | Cost Reimbursement (CR)        | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) |                     |
| Payment Method  |                            |                                |                         |                         |                         |                         |                     |
| DPH Units of Service  |                            | 125,335                        | 187                     | 8,033                   | 532                     |                         |                     |
| Unit Type   |                            | Staff Minute                   | Staff Minute            | Staff Minute            | Staff Hour              | 0                       |                     |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           |                            | \$ 7.72                        | \$ 7.47                 | \$ 4.99                 | \$ 201.85               | \$ -                    |                     |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) |                            | \$ 7.72                        | \$ 7.47                 | \$ 4.99                 | \$ 201.85               | \$ -                    |                     |
| Published Rate (Medi-Cal Providers Only)                      |                            | \$ 7.72                        | \$ 7.47                 | \$ 4.99                 | \$ 201.85               |                         | <b>Total UDC</b>    |
| Unduplicated Clients (UDC)                                    |                            | 60                             | Included                | Included                | Included                |                         | 60                  |

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

Contract ID Number 1000011308  
 Program Name Children Outpatient  
 Program Code 38516 & 38171

Appendix Number B-3  
 Page Number 11  
 Fiscal Year 2022-2023  
 Funding Notification Date 12/13/22

|  | TOTAL             |                   | 251962-10000-10001670-0001 |                   | 251962-10000-10001670-0001 |                  | Dept-Auth-Proj-Activity |             |
|--|-------------------|-------------------|----------------------------|-------------------|----------------------------|------------------|-------------------------|-------------|
| Funding Term                             | 07/01/22-06/30/23 |                   | 07/01/22-06/30/23          |                   | 17/01/21-06/30/22          |                  | (mm/dd/yy-mm/dd/yy):    |             |
| Position Title                           | FTE               | Salaries          | FTE                        | Salaries          | FTE                        | Salaries         | FTE                     | Salaries    |
| Director of Behavioral Health            | 0.29              | 37,700            | 0.24                       | 31,200            | 0.05                       | 6,500            |                         |             |
| Clinical Supervisor                      | 0.20              | 22,000            | 0.13                       | 14,667            | 0.07                       | 7,333            |                         |             |
| Medical Records Technician/Billing Clerk | 0.50              | 27,500            | 0.25                       | 13,750            | 0.25                       | 13,750           |                         |             |
| Reception/Intake Specialist              | 0.50              | 29,000            | 0.40                       | 23,200            | 0.10                       | 5,800            |                         |             |
| Therapist                                | 1.00              | 105,000           | 0.95                       | 99,750            | 0.05                       | 5,250            |                         |             |
| Masters-Level Clinician                  | 1.00              | 90,000            | 0.95                       | 85,500            | 0.05                       | 4,500            |                         |             |
| Masters-Level Clinician                  | 1.00              | 90,000            | 0.95                       | 85,500            | 0.05                       | 4,500            |                         |             |
| Masters-Level Clinician                  | 0.33              | 30,000            | 0.32                       | 28,500            | 0.02                       | 1,500            |                         |             |
| ERMHS Clinician                          | 1.00              | 90,000            | 0.95                       | 85,500            | 0.05                       | 4,500            |                         |             |
| Master Clinician                         | 0.30              | 27,000            | 0.25                       | 22,500            | 0.05                       | 4,500            |                         |             |
| Community Clinician                      | 0.40              | 38,000            | 0.35                       | 33,250            | 0.05                       | 4,750            |                         |             |
| <b>Totals:</b>                           | 6.52              | \$ 586,200        | 5.74                       | \$ 523,317        | 0.78                       | \$ 62,883        | 0.00                    | \$ -        |
|  |                   |                   |                            |                   |                            |                  |                         |             |
| <b>Employee Benefits:</b>                | 29%               | \$ 169,998        | 29%                        | \$ 151,762        | 29%                        | \$ 18,236        | 0.00%                   |             |
|  |                   |                   |                            |                   |                            |                  |                         |             |
| <b>TOTAL SALARIES &amp; BENEFITS</b>     |                   | <b>\$ 756,198</b> |                            | <b>\$ 675,079</b> |                            | <b>\$ 81,119</b> |                         | <b>\$ -</b> |

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

Contract ID Number 1000011308  
 Program Name Children Outpatient  
 Program Code 38516 & 38171

Appendix Number B-3  
 Page Number 12  
 Fiscal Year 2022-2023  
 Funding Notification Date 12/13/22

| Expense Categories & Line Items  | TOTAL             | 251962-10000-10001670-0001 | 251962-10000-10001670-0001 | Dept-Auth-Proj-Activity |
|--|-------------------|----------------------------|----------------------------|-------------------------|
| <b>Funding Term</b>  | 07/01/22-06/30/23 | 07/01/22-06/30/23          | (07/01/21-06/30/22):       | (mm/dd/yy-mm/dd/yy):    |
| Rent   | \$ 67,241         | 63,207                     | 4,034                      |                         |
|  | \$ -              | \$ -                       | -                          |                         |
| Utilities (telephone, electricity, water, gas)   | \$ -              | -                          | -                          |                         |
| Building Repair/Maintenance  | \$ 46,430         | 43,840                     | 2,590                      |                         |
| <b>Occupancy Total:</b>  | <b>\$ 113,671</b> | <b>\$ 107,047</b>          | <b>\$ 6,624</b>            | <b>\$ -</b>             |
| Office Supplies  | \$ 5,500          | 5,193                      | \$ 307                     |                         |
| Photocopying   | \$ -              | -                          | \$ -                       |                         |
| Program Supplies   | \$ 3,500          | 3,305                      | \$ 195                     |                         |
| Computer Hardware/Software   | \$ 12,250         | 11,567                     | \$ 683                     |                         |
| <b>Materials &amp; Supplies Total:</b>   | <b>\$ 21,250</b>  | <b>\$ 20,065</b>           | <b>\$ 1,185</b>            | <b>\$ -</b>             |
| Training/Staff Development   | \$ 4,000          | 3,777                      | \$ 223                     |                         |
| Insurance  | \$ 15,000         | 14,163                     | \$ 837                     |                         |
| Professional License   | \$ 5,000          | 4,721                      | \$ 279                     |                         |
| Permits  | \$ -              | -                          | \$ -                       |                         |
| Equipment Lease & Maintenance  | \$ 7,907          | 7,466                      | \$ 441                     |                         |
| <b>General Operating Total:</b>  | <b>\$ 31,907</b>  | <b>\$ 30,127</b>           | <b>\$ 1,780</b>            | <b>\$ -</b>             |
| Local Travel   | \$ 3,800          | 3,588                      | \$ 212                     |                         |
| Out-of-Town Travel   | \$ -              |                            |                            |                         |
| Field Expenses   | \$ -              |                            |                            |                         |
| <b>Staff Travel Total:</b>   | <b>\$ 3,800</b>   | <b>\$ 3,588</b>            | <b>\$ 212</b>              | <b>\$ -</b>             |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)                                  | \$ -              | \$ -                       |                            |                         |
| Ina Moon MFT - Clinical supervision, consultation and training. 7/1/22 to -2023. Hourly rate of \$125. With 192 hours during FY 22-23 (192x\$125)=\$24,000 | \$ 24,000         | \$ 22,661                  | \$ 1,339                   |                         |
| LHH Recruitment Solutions - Adecco for term 02/23 to 06/23 Administrative position at \$50 hourly with 400 hours in FY 22-23 (50x400=\$20,000)             | \$ 20,000         | \$ 18,884                  | \$ 1,116                   |                         |
| <b>Consultant/Subcontractor Total:</b>   | <b>\$ 44,000</b>  | <b>\$ 41,545</b>           | <b>\$ 2,455</b>            | <b>\$ -</b>             |
|  | \$ -              | \$ -                       | \$ -                       |                         |
| <b>Other Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |
| <b>TOTAL OPERATING EXPENSE</b>   | <b>\$ 214,628</b> | <b>\$ 202,372</b>          | <b>\$ 12,256</b>           | <b>\$ -</b>             |

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

|   |                                |   |                   |
|---|--------------------------------|---|-------------------|
| DHCS Legal Entity Number 00341                                |                                | Appendix Number B-4   |                   |
| Provider Name Bayview Hunters Point Foundation                |                                | Page Number 14  |                   |
| Provider Number 3851  |                                | Fiscal Year 2022-2023                                       |                   |
| Contract ID Number 1000011308                                 |                                | Funding Notification Date 12/13/22                          |                   |
| Program Name  |                                | Dimensions LGBT Outpatient                                  |                   |
| Program Code  |                                | N/A   |                   |
| Mode/SFC (MH) or Modality (SUD)                               |                                | 00-20   |                   |
| Service Description   |                                | Support (i.e. check Writing, hired staff to work for Admin) |                   |
| Funding Term (mm/dd/yy-mm/dd/yy):                             |                                | 07/01/22-06/30/23   |                   |
| <b>FUNDING USES</b>   |                                | <b>TOTAL</b>  |                   |
| Salaries & Employee Benefits                                  | \$ 117,000                     |   | \$ 117,000        |
| Operating Expenses  | \$ 34,730                      |   | \$ 34,730         |
| Capital Expenses  |                                |   | \$ -              |
| <b>Subtotal Direct Expenses</b>                               | <b>\$ 151,730</b>              | <b>\$ -</b>   | <b>\$ 151,730</b> |
| Indirect Expenses   | \$ 22,760                      |   | \$ 22,760         |
| Indirect %  | 15.0%                          | 0.0%  | 15.0%             |
| <b>TOTAL FUNDING USES</b>                                     | <b>\$ 174,490</b>              | <b>\$ -</b>   | <b>\$ 174,490</b> |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                      | <b>Dept-Auth-Proj-Activity</b> |   |                   |
| MH WO DCYF Dimensions Clinic                                  | 251962-10002-10001799-0002     | \$ 174,490  | \$ 174,490        |
| MH CYF County GF WO CODB                                      | 251962-10000-10001670-0001     | \$ -  | \$ -              |
| This row left blank for funding sources not in drop-down list |                                |   | \$ -              |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                |                                | <b>\$ 174,490</b>   | <b>\$ -</b>       |
| <b>BHS SUD FUNDING SOURCES</b>                                | <b>Dept-Auth-Proj-Activity</b> |   |                   |
| <b>OTHER DPH FUNDING SOURCES</b>                              | <b>Dept-Auth-Proj-Activity</b> |   |                   |
|   |                                | \$ -  | \$ -              |
|   |                                | \$ -  | \$ -              |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                        |                                | <b>\$ -</b>   | <b>\$ -</b>       |
| <b>TOTAL DPH FUNDING SOURCES</b>                              |                                | <b>\$ 174,490</b>   | <b>\$ -</b>       |
| <b>NON-DPH FUNDING SOURCES</b>                                |                                |   |                   |
| This row left blank for funding sources not in drop-down list |                                |   | \$ -              |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                          |                                | <b>\$ -</b>   | <b>\$ -</b>       |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                |                                | <b>174,490</b>  | <b>-</b>          |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                                |   |                   |
| Payment Method  | Cost Reimbursement (CR)        |   |                   |
| DPH Units of Service  | 450                            |   |                   |
| Unit Type   | fill-in appropriate            | 0   |                   |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           | \$ 387.76                      | \$ -  |                   |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | \$ 387.76                      | \$ -  |                   |
| Published Rate (Medi-Cal Providers Only)                      | N/A                            |   | <b>Total UDC</b>  |
| Unduplicated Clients (UDC)                                    | 25                             |   | 25                |

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

Contract ID Number 1000011308

Program Name Dimensions LGBT Outpatient

Program Code N/A

Appendix Number B-4

Page Number 15

Fiscal Year 2022-2023

Funding Notification Date 12/13/22

|                                      | TOTAL             |                 | 251962-10002-10001799-0002 |                 | 251962-1000-10001670-0001 |                 | Dept-Auth-Proj-Activity |                 |
|--------------------------------------|-------------------|-----------------|----------------------------|-----------------|---------------------------|-----------------|-------------------------|-----------------|
| <b>Funding Term</b>                  | 07/01/22-06/30/23 |                 | 07/01/22-06/30/23          |                 | 07/01/22-06/30/23         |                 | (mm/dd/yy-mm/dd/yy):    |                 |
| <b>Position Title</b>                | <b>FTE</b>        | <b>Salaries</b> | <b>FTE</b>                 | <b>Salaries</b> | <b>FTE</b>                | <b>Salaries</b> | <b>FTE</b>              | <b>Salaries</b> |
| Therapist 1                          | 1.00              | \$ 90,000       |                            | \$ -            |                           | \$ -            |                         |                 |
| <b>Totals:</b>                       | 1.00              | \$ 90,000       | 0.00                       | \$ -            | 0.00                      | \$ -            | 0.00                    | \$ -            |
|                                      |                   |                 |                            |                 |                           |                 |                         |                 |
| <b>Employee Benefits:</b>            | 30.0%             | \$ 27,000       | 30.0%                      | \$ -            | 28.00%                    | \$ -            | 0.00%                   |                 |
|                                      |                   |                 |                            |                 |                           |                 |                         |                 |
| <b>TOTAL SALARIES &amp; BENEFITS</b> | <b>\$ 117,000</b> |                 | <b>\$ -</b>                |                 | <b>\$ -</b>               |                 | <b>\$ -</b>             |                 |



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

|  |   |
|--|---|
| <b>Contract ID Number</b> 1000011308           | <b>Appendix Number</b> B-4                |
| <b>Program Name</b> Dimensions LGBT Outpatient | <b>Page Number</b> 16                     |
| <b>Program Code</b> N/A                        | <b>Fiscal Year</b> 2022-2023              |
|  | <b>Funding Notification Date</b> 12/13/22 |

| Expense Categories & Line Items   | TOTAL             | 251962-10002-10001799-0002 | 251962-10000-10001670-0001 | Dept-Auth-Proj-Activity |
|---|-------------------|----------------------------|----------------------------|-------------------------|
| <b>Funding Term</b>   | 07/01/22-06/30/23 | 07/01/22-06/30/23          | 07/01/22-06/30/23          | (mm/dd/yy-mm/dd/yy):    |
| Rent  | \$ -              |                            |                            |                         |
| Utilities (telephone, electricity, water, gas)  | \$ -              |                            |                            |                         |
| Building Repair/Maintenance   | \$ -              |                            |                            |                         |
| <b>Occupancy Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |
| Office Supplies   |                   |                            |                            |                         |
| Photocopying  | \$ -              |                            |                            |                         |
| Program Supplies  | \$ 34,730         |                            |                            |                         |
| Computer Hardware/Software  | \$ -              | \$ -                       |                            |                         |
| <b>Materials &amp; Supplies Total:</b>  | <b>\$ 34,730</b>  | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |
| Training/Staff Development  | \$ -              |                            |                            |                         |
| Insurance   | \$ -              |                            |                            |                         |
| Professional License  | \$ -              |                            |                            |                         |
| Permits   | \$ -              |                            |                            |                         |
| Equipment Lease & Maintenance   | \$ -              |                            |                            |                         |
| <b>General Operating Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |
| Local Travel  | \$ -              |                            |                            |                         |
| Out-of-Town Travel  | \$ -              |                            |                            |                         |
| Field Expenses  | \$ -              |                            |                            |                         |
| <b>Staff Travel Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ -              |                            |                            |                         |
|   | \$ -              |                            |                            |                         |
| <b>Consultant/Subcontractor Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |
| Other (provide detail):   | \$ -              |                            |                            |                         |
|   | \$ -              |                            |                            |                         |
|   | \$ -              |                            |                            |                         |
| <b>Other Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |
| <b>TOTAL OPERATING EXPENSE</b>  | <b>\$ 34,730</b>  | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |

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

|   |                            |                                    |                        |
|---|----------------------------|------------------------------------|------------------------|
| DHCS Legal Entity Number 00341                                |                            | Appendix Number B-5                |                        |
| Provider Name Bayview Hunters Point Foundation                |                            | Page Number 18                     |                        |
| Provider Number 389036  |                            | Fiscal Year 2022-2023              |                        |
| Contract ID Number 1000011308                                 |                            | Funding Notification Date 12/13/22 |                        |
| Program Name Jelani Family Program                            |                            |                                    |                        |
| Program Code 3816SD   |                            |                                    |                        |
| Mode/SFC (MH) or Modality (SUD) Res-59                        |                            |                                    |                        |
| Service Description ODS Recovery Residences                   |                            |                                    |                        |
| Funding Term (mm/dd/yy-mm/dd/yy): 07/01/22-06/30/23           |                            |                                    |                        |
| <b>FUNDING USES</b>   |                            |                                    | <b>TOTAL</b>           |
| Salaries & Employee Benefits                                  | \$ 539,688                 |                                    | \$ 539,688             |
| Operating Expenses  | \$ 43,116                  |                                    | \$ 43,116              |
| <b>Subtotal Direct Expenses</b>                               | <b>\$ 582,804</b>          | <b>\$ -</b>                        | <b>\$ -</b>            |
| Indirect Expenses   | \$ 87,421                  |                                    | \$ 87,421              |
| Indirect %  | 15.0%                      | 0.0%                               | 15.0%                  |
| <b>TOTAL FUNDING USES</b>                                     | <b>\$ 670,225</b>          | <b>\$ -</b>                        | <b>\$ -</b>            |
| <b>BHS SUD FUNDING SOURCES</b>                                |                            | <b>Dept-Auth-Proj-Activity</b>     |                        |
| SUD Fed SABG Discretionary, CFDA 93.959                       | 240646-10000-10001681-0003 | \$ 593,926                         | \$ 593,926             |
| SUD County General Fund                                       | 240646-10000-10001681-0003 | \$ 76,299                          | \$ 76,299              |
| This row left blank for funding sources not in drop-down list |                            |                                    | \$ -                   |
| <b>TOTAL BHS SUD FUNDING SOURCES</b>                          | <b>\$ 670,225</b>          | <b>\$ -</b>                        | <b>\$ -</b>            |
| <b>TOTAL DPH FUNDING SOURCES</b>                              | <b>\$ 670,225</b>          | <b>\$ -</b>                        | <b>\$ -</b>            |
| <b>NON-DPH FUNDING SOURCES</b>                                |                            |                                    |                        |
|   |                            | \$ -                               | \$ -                   |
|   |                            | \$ -                               | \$ -                   |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                          | <b>\$ -</b>                | <b>\$ -</b>                        | <b>\$ -</b>            |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                | <b>670,225</b>             | <b>-</b>                           | <b>670,225</b>         |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                            |                                    |                        |
| Number of Beds Purchased                                      |                            | 15                                 |                        |
| SUD Only - Number of Outpatient Group Counseling Sessions     |                            |                                    |                        |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs  |                            |                                    |                        |
| Payment Method  |                            | Cost Reimbursement (CR)            |                        |
| DPH Units of Service  |                            | 4,928                              |                        |
| Unit Type   |                            | Bed Days                           | 0                      |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           | \$ 136.02                  | \$ -                               | \$ -                   |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | \$ 136.02                  | \$ -                               | \$ -                   |
| Published Rate (Medi-Cal Providers Only)                      | N/A                        |                                    |                        |
| Unduplicated Clients (UDC)                                    | 15                         |                                    | <b>Total UDC</b><br>15 |

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

Contract ID Number 1000011308  
 Program Name Jelani Family Program  
 Program Code 3816SD

**0.083329412**

Appendix Number B-5  
 Page Number 19  
 Fiscal Year 2022-2023  
 Funding Notification Date 12/13/22

|                                      | TOTAL             |            | 240646-10000-10001681-0003 |            |                   |          | 0                 |          |
|--------------------------------------|-------------------|------------|----------------------------|------------|-------------------|----------|-------------------|----------|
| Funding Term                         | 07/01/22-06/30/23 |            | 07/01/22-06/30/23          |            | 07/01/22-06/30/23 |          | 07/01/22-06/30/23 |          |
| Position Title                       | FTE               | Salaries   | FTE                        | Salaries   | FTE               | Salaries | FTE               | Salaries |
| Director of Residential Programs     | 0.64              | \$ 61,056  | 0.64                       | \$ 61,056  |                   |          |                   |          |
| House Manager                        | 1.00              | \$ 66,950  | 1.00                       | \$ 66,950  |                   |          |                   |          |
| Monitors                             | 4.00              | \$ 180,000 | 4.00                       | \$ 180,000 |                   |          |                   |          |
| Monitors - Life Skills               | 1.00              | \$ 45,000  | 1.00                       | \$ 45,000  |                   |          |                   |          |
| Monitors - Part time                 | 0.40              | \$ 18,000  | 0.40                       | \$ 18,000  |                   |          |                   |          |
| Monitors - On Call                   | 1.14              | \$ 50,625  | 1.14                       | \$ 50,625  |                   |          |                   |          |
| <b>Totals:</b>                       | 8.18              | \$ 421,631 | \$ 8.18                    | \$ 421,631 | 0.00              | \$ -     | 0.00              | \$ -     |
|                                      |                   |            |                            |            |                   |          |                   |          |
| <b>Employee Benefits:</b>            | 28%               | \$ 118,057 | 28%                        | \$ 118,057 | 0%                | \$ -     | 0.00%             |          |
|                                      |                   |            |                            |            |                   |          |                   |          |
| <b>TOTAL SALARIES &amp; BENEFITS</b> | <b>\$ 539,688</b> |            | <b>\$ 539,688</b>          |            | <b>\$ -</b>       |          | <b>\$ -</b>       |          |

# Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308

Program Name Jelani Family Program

Program Code 3816SD

Appendix Number B-5

Page Number 20

Fiscal Year 2022-2023

Funding Notification Date 12/13/22

| Expense Categories & Line Items   | TOTAL             | 240646-10000-10001681-0003 | 240646-10000-10001681-0003 | 0                 |
|---|-------------------|----------------------------|----------------------------|-------------------|
| <b>Funding Term</b>   | 07/01/22-06/30/23 | 07/01/22-06/30/23          | 07/01/22-06/30/23          | 07/01/22-06/30/23 |
| Rent  | \$ -              |                            |                            |                   |
| Utilities (telephone, electricity, water, gas)  | \$ 20,334         | \$ 20,334                  |                            |                   |
| Building Repair/Maintenance   | \$ 6,594          | \$ 6,594                   |                            |                   |
| <b>Occupancy Total:</b>   | <b>\$ 26,928</b>  | <b>\$ 26,928</b>           | <b>\$ -</b>                | <b>\$ -</b>       |
| Office Supplies   | \$ 500            | \$ 500                     |                            |                   |
| Photocopying  | \$ -              | \$ -                       |                            |                   |
| Program Supplies  | \$ 905            | \$ 905                     |                            |                   |
| Computer Hardware/Software  | \$ 2,000          | \$ 2,000                   |                            |                   |
| <b>Materials &amp; Supplies Total:</b>  | <b>\$ 3,405</b>   | <b>\$ 3,405</b>            | <b>\$ -</b>                | <b>\$ -</b>       |
| Training/Staff Development  | \$ -              | \$ -                       |                            |                   |
| Insurance   | \$ 10,000         | \$ 10,000                  |                            |                   |
| Professional License  | \$ -              | \$ -                       |                            |                   |
| Permits   | \$ -              | \$ -                       |                            |                   |
| Equipment Lease & Maintenance   | \$ 2,783          | \$ 2,783                   |                            |                   |
| <b>General Operating Total:</b>   | <b>\$ 12,783</b>  | <b>\$ 12,783</b>           | <b>\$ -</b>                | <b>\$ -</b>       |
| Local Travel  | \$ -              | \$ -                       |                            |                   |
| Out-of-Town Travel  | \$ -              | \$ -                       |                            |                   |
| Field Expenses  | \$ -              | \$ -                       |                            |                   |
| <b>Staff Travel Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>       |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ -              |                            |                            |                   |
|   | \$ -              |                            |                            |                   |
| <b>Consultant/Subcontractor Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>       |
| Other (provide detail):   | \$ -              |                            |                            |                   |
|   | \$ -              |                            |                            |                   |
|   | \$ -              |                            |                            |                   |
| <b>Other Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>       |
| <b>TOTAL OPERATING EXPENSE</b>  | <b>\$ 43,116</b>  | <b>\$ 43,116</b>           | <b>\$ -</b>                | <b>\$ -</b>       |

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

Contractor Name Bayview Hunters Point Foundation Page Number 22

Contract ID Number 1000011308 Fiscal Year 2022-2023

Funding Notification Date 12/13/22

**1. SALARIES & EMPLOYEE BENEFITS**

| Position Title     | FTE  | Amount    |
|--------------------|------|-----------|
| Executive Director | 0.35 | \$ 83,960 |
|                    |      |           |
| AR Accountant      | 0.35 | \$ 26,268 |
| HR Director        | 0.26 | \$ 42,216 |
| QA Director        | 0.26 | \$ 25,330 |
| Deputy Director    | 0.26 | \$ 42,216 |
|                    |      |           |
|                    |      |           |
|                    |      |           |
|                    |      |           |

Subtotal: 1.48 \$ 219,990

Employee Benefits: 28.0% \$ 61,597

**Total Salaries and Employee Benefits:** \$ 281,587**2. OPERATING COSTS**

| Expenses (Use expense account name in the ledger.)    | Amount     |
|---|------------|
| Office Rent   | \$ 55,746  |
| Supplies  | \$ 25,891  |
| Accounting Supervision & Audit Preparation Assistance | \$ 50,306  |
| Audit Fees  | \$ 35,867  |
| Insurance   | \$ 24,583  |
|   |            |
|   |            |
|   |            |
| <b>Total Operating Costs</b>                          | \$ 192,393 |

**Total Indirect Costs** \$ 473,980

**APPENDIX D**  
**Data Access Agreement**  
**Article 1      Access**

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

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

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

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

- 1.2.1    Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;
- 1.2.2    Communicating with the SFDPH IT Service Desk;
- 1.2.3    Providing Agency Data User(s) details to the City;
- 1.2.4    Ensuring that Agency Data User(s) complete required SFDPH trainings annually;
- 1.2.5    Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and
- 1.2.6    Provisioning and deprovisioning Agency Data Users as detailed herein. To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, [dph.helpdesk@sfdph.org](mailto:dph.helpdesk@sfdph.org).

**1.3      SFDPH IT Service Desk.**

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

**1.4      Deprovisioning Schedule.**

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

**1.5      Active Directory.**

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

**1.6      Role Based Access.**

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

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

Before System(s) access is granted, and annually thereafter, each Agency Data User must complete SFDPH compliance, privacy, and security training. Agency must maintain written records evidencing such annual training for each Agency Data User and provide copies upon request to the City. For questions about how to complete SFDPH's compliance, privacy, and security training, contact Compliance.Privacy@sfdph.org, (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](http://galaxy.epic.com). Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
- 2. Compliance with Epic Terms and Conditions.**
  - a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:
- 3. Epic-Provided Terms and Conditions**
  - a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
  - b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

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

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

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

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

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

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

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

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

**1. Connectivity.**

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

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

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

**3. Access Control.**

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

## Attachment 2 to Appendix D

### Protected Information Destruction Order Purge Certification - Contract ID # 1000011308

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 07/01/18 (“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

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Signature

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Title:

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Date:





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.



San Francisco Department of Public Health  
Business Associate Agreement

**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)]



San Francisco Department of Public Health  
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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

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



|                  |  |                           |  |
|------------------|--|---------------------------|--|
| Contractor Name: |  | Contractor City Vendor ID |  |
|------------------|--|---------------------------|--|

## PRIVACY 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 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.] [SFPDH 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 SFPDH'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 <b>AND</b> that health information is <b>only transferred or created on encrypted devices approved by SFPDH Information Security staff?</b> |               |  |         |  |        |     |     |

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

| If Applicable: DOES YOUR ORGANIZATION... |   | Yes | No* |
|--|---|-----|-----|
| G  | Have (or will have if/when applicable) evidence that SFPDH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFPDH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?                         |     |     |
| H  | Have evidence in each patient's / client's chart or electronic file that a <a href="#">Privacy Notice</a> that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFPDH.) |     |     |
| 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 |  |
|--|---------------|--|-----------|--|------|--|

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

|                               |              |  |           |  |      |  |
|-------------------------------|--------------|--|-----------|--|------|--|
| EXCEPTION(S) APPROVED by OCPA | Name (print) |  | Signature |  | Date |  |
|-------------------------------|--------------|--|-----------|--|------|--|

|                  |  |                           |  |
|------------------|--|---------------------------|--|
| Contractor Name: |  | Contractor City Vendor ID |  |
|------------------|--|---------------------------|--|

## 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 # |  |     |     |
| 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 |  |
|--|---------------|--|-----------|--|------|--|

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

|                               |              |  |           |  |      |  |
|-------------------------------|--------------|--|-----------|--|------|--|
| EXCEPTION(S) APPROVED by OCPA | Name (print) |  | Signature |  | Date |  |
|-------------------------------|--------------|--|-----------|--|------|--|

## **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.

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

**Second Amendment**

THIS AMENDMENT (this “Amendment”) is made as of June 1, 2021, 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 a Request for Proposal (“RFP”) RFP 8-2017, issued on 8/17/17, RFP 1-2017 issued on 3/7/17, Sole Source San Francisco Administrative Code Chapter 21.42 approved on 6/23/20 and Request for Qualifications (“RFQ”) RFQ 17-2016 issued on 7/20/16, in which City selected Contractor as the highest qualified scorer pursuant to the solicitations; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract numbers: 46987-16/17 on 8/2/17, 40587 on 3/2/18, and 44670 16/17 on 6/19/17; and

WHEREAS, approval for this Amendment was obtained when the Board of Supervisors approved Resolution number 51-22 on 2/25/22.

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

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

1.1            **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2018 (Contract ID # 1000011308), between Contractor and City, as amended by the:

First Amendment, dated May 1, 2021.

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

## **Article 2      Modifications to the Agreement.**

The Agreement is hereby modified as follows:

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

2.1      The term of this Agreement shall commence on July 1, 2018 and expire on March 31, 2022, unless earlier terminated as otherwise provided herein.

2.2      The City has options to renew the Agreement for a period of one year each. 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: 4/01/2022-6/30/2023

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

2.1 The term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

2.2            **Personnel** *The following is hereby added to Article 4 of the Agreement:*

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

### **4.2.2      Contractor Vaccination Policy.**

(d) 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>.

(e) 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.

(f) 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).

(g) 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.

2.2 **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 Eight Hundred Thousand One Hundred Thirteen Dollars (\$9,800,113)**. 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 **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 **Thirteen Million Four Hundred Eighty Nine Thousand Three Hundred Forty Three Dollars (\$13,489,343)**. 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 **Insurance.** *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.1 in its entirety:*

5.1 **Insurance.**

5.1.1 **Required Coverages.** Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting

Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

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

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

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

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

(e) Reserved. (Technology Errors and Omissions Coverage)

(f) Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Reserved. (Pollution Liability Insurance)

#### **5.1.2 Additional Insured Endorsements**

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

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

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

#### **5.1.3 Waiver of Subrogation Endorsements**

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

#### **5.1.4 Primary Insurance Endorsements**

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with

respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

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

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

#### 5.1.5 Other Insurance Requirements

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

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

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

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

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

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

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

2.5 Appendices B-1 through B-5 are hereby replaced in its entirety by Appendices B-1 through B-5, attached to this Amendment and fully incorporated within the Agreement.



### **Article 3      Effective Date**

Each of the modifications set forth in Section 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:

CONTRACTOR

Bayview Hunters Point Foundation

DocuSigned by:  
*Greg Wagner*  
28527524752949F...  
Grant Colfax, MD  
Director of Health  
Department of Public Health

4/15/2022 | 12:27 PM PDT

Date

*[Signature]*  
James Bouquin  
Executive Director

Date

Supplier ID number: 0000024522

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: DocuSigned by:  
*Louise Simpson*  
BD54168A4C3B452...  
Louise S. Simpson  
Deputy City Attorney

4/15/2022 | 8:18 AM PDT

Date

Approved:

DocuSigned by:  
*Sailaja Kurella*  
78EAE44AB01C4E0...  
Sailaja Kurella  
Director, Office of Contract Administration, and Purchaser

4/25/2022 | 10:39 AM PDT

Date

## **Appendix B**

### **Calculation of Charges**

#### **1. Method of Payment**

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

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

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

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

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

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

#### **B. Final Closing Invoice**

##### **(1) Fee For Service Reimbursement:**

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

##### **(2) Cost Reimbursement:**

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

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

D. Upon the **effective date** of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health **of an invoice or claims 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 percent (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 Budget are listed below and are attached hereto.

- B-1: Adult Behavioral Health
- B-2: School-Based Centers (Balboa)
- B-3: Children Outpatient
- B-4: Dimensions LGBT Outpatient
- B-5: Jelani Family Program

## B. **COMPENSATION**

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Thirteen Million Four Hundred Eighty Nine Thousand Three Hundred Forty Three Dollars (\$13,489,343)** for the period of July 1, 2018 through June 30, 2023.

CONTRACTOR understands that, of this maximum dollar obligation, \$424,410 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

|                                     |                            |
|-------------------------------------|----------------------------|
| July 1, 2018 through June 30, 2019  | \$2,466,555                |
| July 1, 2019 through June 30, 2020  | \$2,032,533                |
| July 1, 2020 through June 30, 2021  | \$2,829,402                |
| July 1, 2021 through March 30, 2022 | \$2,122,052                |
| 20-21 MCO One Time Funding (DV)     | \$3,287                    |
| 20-21 CODB One Time Funding (DV)    | \$74,351                   |
| April 1, 2022 through June 30, 2022 | \$707,351                  |
| July 1, 2022 through June 30, 2023  | \$2,829,402                |
| total                               | <u>\$13,064,933</u>        |
| contingency                         | <u>\$424,410</u>           |
| grand total                         | <u><b>\$13,489,343</b></u> |

(3) 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.

C. CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

D. 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.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

F. 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.

G. 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.

**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 2020-2021              |                     |
| Contract ID Number 1000011308                                      |                         |                               |                     |                            |                        | Funding Notification Date 01/25/21 |                     |
| Appendix Number  | B-1                     | B-2                           | B-3                 | B-4                        | B-5                    |                                    | <b>FN#2</b>         |
| Provider Number  | 3851                    | 3851                          | 3851                | 3851                       | 389036                 |                                    |                     |
| Program Name   | Adult Behavioral Health | School-based Centers (Balboa) | Children Outpatient | Dimensions LGBT Outpatient | Jelani Family Program  |                                    |                     |
| Program Code   | 38513                   | N/A                           | 38516 & 38171       | N/A                        | 3816SD                 |                                    |                     |
| Funding Term   | 07/01/20-06/30/21       | 07/01/20-06/30/21             | 07/01/20-06/30/21   | 07/01/20-06/30/21          | 07/01/20-06/30/21      |                                    |                     |
| <b>FUNDING USES</b>  |                         |                               |                     |                            |                        |                                    | <b>TOTAL</b>        |
| Salaries   | \$ 576,700              | \$ 131,582                    | \$ 284,800          | \$ 60,320                  | \$ 330,300             |                                    | \$ 1,383,702        |
| Employee Benefits  | \$ 161,474              | \$ 38,159                     | \$ 79,742           | \$ 21,716                  | \$ 99,090              |                                    | \$ 400,181          |
| <b>Subtotal Salaries &amp; Employee Benefits</b>                   | <b>\$ 738,174</b>       | <b>\$ 169,741</b>             | <b>\$ 364,542</b>   | <b>\$ 82,036</b>           | <b>\$ 429,390</b>      | \$ -                               | <b>\$ 1,783,883</b> |
| Operating Expenses   | \$ 330,811              | \$ 48,555                     | \$ 190,035          | \$ 20,002                  | \$ 87,113              |                                    | \$ 676,516          |
| <b>Subtotal Direct Expenses</b>                                    | <b>\$ 1,068,985</b>     | <b>\$ 218,296</b>             | <b>\$ 554,577</b>   | <b>\$ 102,038</b>          | <b>\$ 516,503</b>      | \$ -                               | <b>\$ 2,460,399</b> |
| Indirect Expenses  | \$ 160,347              | \$ 32,745                     | \$ 83,182           | \$ 15,306                  | \$ 77,423              |                                    | \$ 369,003          |
| Indirect %   | 15.0%                   | 15.0%                         | 15.0%               | 15.0%                      | 15.0%                  | 0.0%                               | 15.0%               |
| <b>TOTAL FUNDING USES</b>  | <b>\$ 1,229,332</b>     | <b>\$ 251,041</b>             | <b>\$ 637,759</b>   | <b>\$ 117,344</b>          | <b>\$ 593,926</b>      | \$ -                               | <b>\$ 2,829,402</b> |
|  |                         |                               |                     |                            | Employee Benefits Rate |                                    | <b>28.8%</b>        |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                           |                         |                               |                     |                            |                        |                                    |                     |
| MH Adult Fed SDMC FFP (50%)  | \$ 470,922              |                               |                     |                            |                        |                                    | \$ 470,922          |
| MH Adult State 1991 MH Realignment                                 | \$ 154,812              |                               |                     |                            |                        |                                    | \$ 154,812          |
| MH Adult County General Fund                                       | \$ 603,598              |                               |                     |                            |                        |                                    | \$ 603,598          |
| MH MHSA (PEI)  |                         | \$ 251,041                    |                     |                            |                        |                                    | \$ 251,041          |
| MH CYF Fed SDMC FFP (50%)  |                         |                               | \$ 272,761          |                            |                        |                                    | \$ 272,761          |
| MH CYF State 2011 PSR-EPSDT  |                         |                               | \$ 250,485          |                            |                        |                                    | \$ 250,485          |
| MH CYF County Local Match  |                         |                               | \$ 22,276           |                            |                        |                                    | \$ 22,276           |
| MH CYF County General Fund   |                         |                               | \$ 92,237           |                            |                        |                                    | \$ 92,237           |
| MH WO DCYF Dimensions Clinic                                       |                         |                               |                     | \$ 117,344                 |                        |                                    | \$ 117,344          |
| MH CYF County GF WO CODB   |                         |                               |                     |                            |                        |                                    | \$ -                |
| MH Grant SAMHSA Adult SOC, CFDA 93.958                             |                         |                               |                     |                            |                        |                                    | \$ -                |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                     | <b>\$ 1,229,332</b>     | <b>\$ 251,041</b>             | <b>\$ 637,759</b>   | <b>\$ 117,344</b>          | <b>\$ -</b>            | <b>\$ -</b>                        | <b>\$ 2,235,476</b> |
| <b>BHS SUD FUNDING SOURCES</b>                                     |                         |                               |                     |                            |                        |                                    |                     |
| SUD Fed SABG Discretionary, CFDA 93.959                            |                         |                               |                     |                            | \$ 593,926             |                                    | \$ 593,926          |
| SUD County General Fund (MCO)                                      |                         |                               |                     |                            | \$ -                   |                                    | \$ -                |
| <b>TOTAL BHS SUD FUNDING SOURCES</b>                               | <b>\$ -</b>             | <b>\$ -</b>                   | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ 593,926</b>      | <b>\$ -</b>                        | <b>\$ 593,926</b>   |
| <b>TOTAL DPH FUNDING SOURCES</b>                                   | <b>\$ 1,229,332</b>     | <b>\$ 251,041</b>             | <b>\$ 637,759</b>   | <b>\$ 117,344</b>          | <b>\$ 593,926</b>      | <b>\$ -</b>                        | <b>\$ 2,829,402</b> |
| <b>NON-DPH FUNDING SOURCES</b>                                     |                         |                               |                     |                            |                        |                                    |                     |
|  |                         |                               |                     |                            |                        |                                    | \$ -                |
|  |                         |                               |                     |                            |                        |                                    | \$ -                |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                               | <b>\$ -</b>             | <b>\$ -</b>                   | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ -</b>            | <b>\$ -</b>                        | <b>\$ -</b>         |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                     | <b>\$ 1,229,332</b>     | <b>\$ 251,041</b>             | <b>\$ 637,759</b>   | <b>\$ 117,344</b>          | <b>\$ 593,926</b>      | <b>\$ -</b>                        | <b>\$ 2,829,402</b> |
| 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 3851  |                            |                                |                         |                         |                         | Fiscal Year               |                         | 2020-2021           |
| Contract ID Number 1000011308                                 |                            |                                |                         |                         |                         | Funding Notification Date |                         | 01/25/21            |
| Program Name  |                            | Adult Behavioral Health        |                         |                         |                         |                           |                         |                     |
| Program Code  |                            | 38513                          | 38513                   | 38513                   | 38513                   | 38513                     |                         |                     |
| Mode/SFC (MH) or Modality (SUD)                               |                            | 15/10-57, 59                   | 15/60-69                | 15/70-79                | 15/01-09                | 45/20-29                  |                         |                     |
| Service Description   |                            | OP-MH Svcs                     | OP-Medication Support   | OP-Crisis Intervention  | OP-Case Mgt Brokerage   | OS-Cmmty Client Svcs      |                         |                     |
| Funding Term (mm/dd/yy-mm/dd/yy):                             |                            | 07/01/20-06/30/21              | 07/01/20-06/30/21       | 07/01/20-06/30/21       | 07/01/20-06/30/21       | 07/01/20-06/30/21         |                         |                     |
| <b>FUNDING USES</b>   |                            |                                |                         |                         |                         |                           |                         | <b>TOTAL</b>        |
| Salaries & Employee Benefits                                  |                            | \$ 528,125                     | \$ 133,991              | \$ 1,569                | \$ 33,310               | \$ 41,179                 | \$ -                    | \$ 738,174          |
| Operating Expenses  |                            | \$ 236,678                     | \$ 60,048               | \$ 703                  | \$ 14,928               | \$ 18,454                 | \$ -                    | \$ 330,811          |
| <b>Subtotal Direct Expenses</b>                               |                            | <b>\$ 764,804</b>              | <b>\$ 194,039</b>       | <b>\$ 2,272</b>         | <b>\$ 48,237</b>        | <b>\$ 59,633</b>          | <b>\$ -</b>             | <b>\$ 1,068,985</b> |
| Indirect Expenses   |                            | \$ 114,719                     | \$ 29,105               | \$ 341                  | \$ 7,236                | \$ 8,946                  | \$ -                    | \$ 160,347          |
| <b>Indirect %</b>   |                            | <b>15.0%</b>                   | <b>15.0%</b>            | <b>15.0%</b>            | <b>15.0%</b>            | <b>15.0%</b>              | <b>0.0%</b>             | <b>15.0%</b>        |
| <b>TOTAL FUNDING USES</b>                                     |                            | <b>\$ 879,523</b>              | <b>\$ 223,144</b>       | <b>\$ 2,613</b>         | <b>\$ 55,473</b>        | <b>\$ 68,579</b>          | <b>\$ -</b>             | <b>\$ 1,229,332</b> |
| <b>BHS MENTAL HEALTH FUNDING SOURCE</b>                       |                            | <b>Dept-Auth-Proj-Activity</b> |                         |                         |                         |                           |                         |                     |
| MH Adult Fed SDMC FFP (50%)                                   | 251984-10000-10001792-0001 | \$ 363,191                     | \$ 85,480               | \$ 1,001                | \$ 21,250               | \$ -                      | \$ -                    | \$ 470,922          |
| MH Adult State 1991 MH Realignment                            | 251984-10000-10001792-0001 | \$ 110,760                     | \$ 28,101               | \$ 329                  | \$ 6,986                | \$ 8,636                  | \$ -                    | \$ 154,812          |
| MH Adult County General Fund                                  | 251984-10000-10001792-0001 | \$ 405,572                     | \$ 109,563              | \$ 1,283                | \$ 27,237               | \$ 59,943                 | \$ -                    | \$ 603,598          |
|   |                            | \$ -                           | \$ -                    | \$ -                    | \$ -                    | \$ -                      | \$ -                    | \$ -                |
| This row left blank for funding sources not in drop-down list |                            |                                |                         |                         |                         |                           |                         |                     |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                |                            | <b>\$ 879,523</b>              | <b>\$ 223,144</b>       | <b>\$ 2,613</b>         | <b>\$ 55,473</b>        | <b>\$ 68,579</b>          | <b>\$ -</b>             | <b>\$ 1,229,332</b> |
| <b>TOTAL DPH FUNDING SOURCES</b>                              |                            | <b>\$ 879,523</b>              | <b>\$ 223,144</b>       | <b>\$ 2,613</b>         | <b>\$ 55,473</b>        | <b>\$ 68,579</b>          | <b>\$ -</b>             | <b>\$ 1,229,332</b> |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                |                            | <b>879,523</b>                 | <b>223,144</b>          | <b>2,613</b>            | <b>55,473</b>           | <b>68,579</b>             | <b>-</b>                | <b>1,229,332</b>    |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                            |                                |                         |                         |                         |                           |                         |                     |
| Payment Method  |                            | Cost Reimbursement (CR)        | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR)   | Cost Reimbursement (CR) |                     |
| DPH Units of Service  |                            | 182,071                        | 32,798                  | 390                     | 14,501                  | 370                       |                         |                     |
| Unit Type   |                            | Staff Minute                   | Staff Minute            | Staff Minute            | Staff Minute            | Staff Hour                | 0                       |                     |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           |                            | \$ 4.83                        | \$ 6.80                 | \$ 6.70                 | \$ 3.83                 | \$ 185.35                 | \$ -                    |                     |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) |                            | \$ 4.83                        | \$ 6.80                 | \$ 6.70                 | \$ 3.83                 | \$ 185.35                 | \$ -                    |                     |
| Published Rate (Medi-Cal Providers Only)                      |                            | \$ 4.90                        | \$ 7.00                 | \$ 6.80                 | \$ 3.90                 | \$ 188.00                 | \$ -                    | <b>Total UDC</b>    |
| Unduplicated Clients (UDC)                                    |                            | 275                            | Included                | Included                | Included                | Included                  | Included                | 275                 |



**Appendix B - DPH 3: Salaries & Employee Benefits Detail****Contract ID Number** 1000011308

Program Name Adult Behavioral Health

Program Code 38513

Appendix Number B-1

Page Number 3

Fiscal Year 2020-2021

Funding Notification Date 01/25/21

|                                      | TOTAL             |                   | 251984-10000-10001792-0001 | 251984-10001-10034030-0001 (Mode 45) | Dept-Auth-Proj-Activity |                  |
|--------------------------------------|-------------------|-------------------|----------------------------|--------------------------------------|-------------------------|------------------|
| Funding Term                         | 07/01/20-06/30/21 |                   | 07/01/20-06/30/21          | 07/01/20-06/30/21                    | (mm/dd/yy-mm/dd/yy):    |                  |
| Position Title                       | FTE               | Salaries          | FTE                        | Salaries                             | FTE                     | Salaries         |
| Clinical Program Director            | 0.75              | \$ 76,500         | 0.708                      | 72,232                               | 0.04                    | \$ 4,268         |
| Clinical Supervisor                  | 0.84              | \$ 77,200         | 0.793                      | 72,893                               | 0.05                    | \$ 4,307         |
| Admin Practice Mgr                   | 0.70              | \$ 38,500         | 0.661                      | 36,352                               | 0.04                    | \$ 2,148         |
| Therapist                            | 4.00              | \$ 285,000        | 3.777                      | 269,101                              | 0.22                    | \$ 15,899        |
| Director of Compliance               | 0.10              | \$ 7,000          | 0.094                      | 6,610                                | 0.01                    | \$ 390           |
| Psychiatrist                         | 0.40              | \$ 86,000         | 0.378                      | 81,202                               | 0.02                    | \$ 4,798         |
| Executive Director                   | 0.05              | \$ 6,500          | 0.047                      | 6,137                                | 0.00                    | \$ 363           |
|                                      |                   |                   |                            |                                      |                         |                  |
|                                      |                   |                   |                            |                                      |                         |                  |
| <b>Totals:</b>                       | 6.84              | \$ 576,700        | 6.46                       | \$ 544,528                           | 0.38                    | \$ 32,172        |
|                                      |                   |                   |                            |                                      |                         |                  |
| <b>Employee Benefits:</b>            | 28%               | \$ 161,474        | 28%                        | \$ 152,467                           | 28%                     | \$ 9,007         |
|                                      |                   |                   |                            |                                      |                         |                  |
| <b>TOTAL SALARIES &amp; BENEFITS</b> |                   | <b>\$ 738,174</b> |                            | <b>\$ 696,995</b>                    |                         | <b>\$ 41,179</b> |
|                                      |                   |                   |                            |                                      |                         | <b>\$ -</b>      |

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308

Program Name Adult Behavioral Health

Program Code 38513

Appendix Number B-1

Page Number 4

Fiscal Year 2020-2021

Funding Notification Date 01/25/21

| Expense Categories & Line Items   | TOTAL             | 251984-10000-10001792-0001 | 251984-10001-10034030-0001 (Mode 45) | Dept-Auth-Proj-Activity |
|---|-------------------|----------------------------|--------------------------------------|-------------------------|
| <b>Funding Term</b>   | 07/01/20-06/30/21 | 07/01/20-06/30/21          | 07/01/20-06/30/21                    | (mm/dd/yy-mm/dd/yy):    |
| Rent  | \$ 89,775         | 84,767                     | \$ 5,008                             |                         |
| Utilities (telephone, electricity, water, gas)  | \$ 27,000         | 25,494                     | \$ 1,506                             |                         |
| Building Repair/Maintenance   | \$ 14,000         | 13,219                     | \$ 781                               |                         |
| <b>Occupancy Total:</b>   | <b>\$ 130,775</b> | <b>\$ 123,480</b>          | <b>\$ 7,295</b>                      | <b>\$ -</b>             |
| Office Supplies   | \$ 6,741          | 6,365                      | \$ 376                               |                         |
| Photocopying  | \$ -              | -                          | \$ -                                 |                         |
| Program Supplies  | \$ 5,103          | 4,818                      | \$ 285                               |                         |
| Computer Hardware/Software  | \$ 5,200          | 4,910                      | \$ 290                               |                         |
| <b>Materials &amp; Supplies Total:</b>  | <b>\$ 17,044</b>  | <b>\$ 16,093</b>           | <b>\$ 951</b>                        | <b>\$ -</b>             |
| Training/Staff Development  | \$ 2,650          | 2,502                      | \$ 148                               |                         |
| Insurance   | \$ 16,000         | 15,107                     | \$ 893                               |                         |
| Professional License  | \$ 1,500          | 1,416                      | \$ 84                                |                         |
| Permits   | \$ 758            | 716                        | \$ 42                                |                         |
| Equipment Lease & Maintenance   | \$ 4,500          | 4,249                      | \$ 251                               |                         |
| <b>General Operating Total:</b>   | <b>\$ 25,408</b>  | <b>\$ 23,991</b>           | <b>\$ 1,417</b>                      | <b>\$ -</b>             |
| Local Travel  | \$ 2,000          | 1,888                      | \$ 112                               |                         |
| Out-of-Town Travel  | \$ -              |                            |                                      |                         |
| Field Expenses  | \$ -              |                            |                                      |                         |
| <b>Staff Travel Total:</b>  | <b>\$ 2,000</b>   | <b>\$ 1,888</b>            | <b>\$ 112</b>                        | <b>\$ -</b>             |
| <b>Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)</b>                          |                   |                            |                                      |                         |
| Registry of Physician Specialists (7/1/2020-6/30/2021). To provide psychiatry services to plan & supervise treatment. \$187.00/ hour x approx. 832 hours. | \$ 155,584        | 146,905                    | \$ 8,679                             |                         |
|   | \$ -              |                            |                                      |                         |
| <b>Consultant/Subcontractor Total:</b>  | <b>\$ 155,584</b> | <b>\$ 146,905</b>          | <b>\$ 8,679</b>                      | <b>\$ -</b>             |
| <b>TOTAL OPERATING EXPENSE</b>  | <b>\$ 330,811</b> | <b>\$ 312,357</b>          | <b>\$ 18,454</b>                     | <b>\$ -</b>             |

**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

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Provider Number 3851

Fiscal Year

2020-2021

Contract ID Number 1000011308

Funding Notification Date

12/24/20

|   |                                |                               |                       |             |                   |
|---|--------------------------------|-------------------------------|-----------------------|-------------|-------------------|
| Program Name  |                                | School-based Centers (Balboa) |                       |             |                   |
| Program Code  |                                | N/A                           | N/A                   |             |                   |
| Mode/SFC (MH) or Modality (SUD)                               |                                | 45/10-19                      | 45/20-29              |             |                   |
| Service Description   |                                | OS-MH Promotion               | OS-Cmmty Client Svcs  |             |                   |
| Funding Term (mm/dd/yy-mm/dd/yy):                             |                                | 07/01/20-06/30/21             | 07/01/20-06/30/21     |             |                   |
| <b>FUNDING USES</b>   |                                |                               |                       |             | <b>TOTAL</b>      |
| Salaries & Employee Benefits                                  |                                | \$ 71,291                     | \$ 98,450             |             | \$ 169,741        |
| Operating Expenses  |                                | \$ 20,393                     | \$ 28,162             |             | \$ 48,555         |
| <b>Subtotal Direct Expenses</b>                               |                                | <b>\$ 91,684</b>              | <b>\$ 126,612</b>     | <b>\$ -</b> | <b>\$ 218,296</b> |
| Indirect Expenses   |                                | \$ 13,753                     | \$ 18,992             |             | \$ 32,745         |
| Indirect %  |                                | 15.0%                         | 15.0%                 | 0.0%        | 15.0%             |
| <b>TOTAL FUNDING USES</b>                                     |                                | <b>\$ 105,437</b>             | <b>\$ 145,604</b>     | <b>\$ -</b> | <b>\$ 251,041</b> |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                      | <b>Dept-Auth-Proj-Activity</b> |                               |                       |             |                   |
| MH MHSA (PEI)   | 251984-17156-10031199-0048     | \$ 105,437                    | \$ 145,604            |             | \$ 251,041        |
| This row left blank for funding sources not in drop-down list |                                |                               |                       |             | \$ -              |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                |                                | <b>\$ 105,437</b>             | <b>\$ 145,604</b>     | <b>\$ -</b> | <b>\$ 251,041</b> |
| <b>TOTAL DPH FUNDING SOURCES</b>                              |                                | <b>\$ 105,437</b>             | <b>\$ 145,604</b>     | <b>\$ -</b> | <b>\$ 251,041</b> |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                |                                | <b>105,437</b>                | <b>145,604</b>        | <b>-</b>    | <b>251,041</b>    |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                                |                               |                       |             |                   |
| Payment Method  |                                | Fee-For-Service (FFS)         | Fee-For-Service (FFS) |             |                   |
| DPH Units of Service  |                                | 375                           | 520                   |             |                   |
| Unit Type   |                                | Staff Hour                    | Staff Hour            | 0           |                   |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           |                                | \$ 281.17                     | \$ 280.01             | \$ -        |                   |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) |                                | \$ 281.17                     | \$ 280.01             | \$ -        |                   |
| Published Rate (Medi-Cal Providers Only)                      |                                | N/A                           | N/A                   |             | <b>Total UDC</b>  |
| Unduplicated Clients (UDC)                                    |                                | 600                           | Included              |             | 600               |

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

Contract ID Number 1000011308

Program Name School-based Centers (Balboa)

Program Code N/A

Appendix Number B-2

Page Number 7

Fiscal Year 2020-2021

Funding Notification Date 01/25/21

|                                       | TOTAL             |            | 251984-17156-10031199-0048 |            | Dept-Auth-Proj-Activity |          | Dept-Auth-Proj-Activity |          |
|---------------------------------------|-------------------|------------|----------------------------|------------|-------------------------|----------|-------------------------|----------|
| Funding Term                          | 07/01/20-06/30/21 |            | 07/01/20-06/30/21          |            | (mm/dd/yy-mm/dd/yy):    |          | (mm/dd/yy-mm/dd/yy):    |          |
| Position Title                        | FTE               | Salaries   | FTE                        | Salaries   | FTE                     | Salaries | FTE                     | Salaries |
| Behavioral Health Program Coordinator | 0.88              | \$ 75,915  | 0.88                       | \$ 75,915  |                         |          |                         |          |
| Therapist                             | 0.83              | \$ 50,067  | 0.83                       | \$ 50,067  |                         |          |                         |          |
| Compliance Officer                    | 0.10              | \$ 5,600   | 0.10                       | \$ 5,600   |                         |          |                         |          |
|                                       | 0.00              | \$ -       |                            |            |                         |          |                         |          |
|                                       | 0.00              | \$ -       |                            |            |                         |          |                         |          |
|                                       | 0.00              | \$ -       |                            |            |                         |          |                         |          |
|                                       | 0.00              | \$ -       |                            |            |                         |          |                         |          |
|                                       | 0.00              | \$ -       |                            |            |                         |          |                         |          |
|                                       | 0.00              | \$ -       |                            |            |                         |          |                         |          |
|                                       | 0.00              | \$ -       |                            |            |                         |          |                         |          |
| <b>Totals:</b>                        | 1.81              | \$ 131,582 | 1.81                       | \$ 131,582 | 0.00                    | \$ -     | 0.00                    | \$ -     |
|                                       |                   |            |                            |            |                         |          |                         |          |
| <b>Employee Benefits:</b>             | 29.00%            | \$ 38,159  | 29.00%                     | \$ 38,159  | 0.00%                   |          | 0.00%                   |          |
|                                       |                   |            |                            |            |                         |          |                         |          |
| <b>TOTAL SALARIES &amp; BENEFITS</b>  | <b>\$ 169,741</b> |            | <b>\$ 169,741</b>          |            | <b>\$ -</b>             |          | <b>\$ -</b>             |          |

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308

Program Name School-based Centers (Balboa)

Program Code N/A

Appendix Number B-2

Page Number 8

Fiscal Year 2020-2021

Funding Notification Date 01/25/21

| Expense Categories & Line Items   | TOTAL             | 251984-17156-10031199-0048 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|-------------------|----------------------------|-------------------------|-------------------------|
| <b>Funding Term</b>   | 07/01/20-06/30/21 | 07/01/20-06/30/21          | (mm/dd/yy-mm/dd/yy):    | (mm/dd/yy-mm/dd/yy):    |
| Rent  | \$ -              |                            |                         |                         |
| Utilities (telephone, electricity, water, gas)  | \$ -              |                            |                         |                         |
| Building Repair/Maintenance   | \$ -              |                            |                         |                         |
| <b>Occupancy Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| Office Supplies   | \$ -              |                            |                         |                         |
| Photocopying  | \$ -              |                            |                         |                         |
| Program Supplies  | \$ 41,555         | \$ 41,555                  |                         |                         |
| Computer Hardware/Software  | \$ -              |                            |                         |                         |
| <b>Materials &amp; Supplies Total:</b>  | <b>\$ 41,555</b>  | <b>\$ 41,555</b>           | <b>\$ -</b>             | <b>\$ -</b>             |
| Training/Staff Development  | \$ -              |                            |                         |                         |
| Insurance   | \$ 7,000          | \$ 7,000                   |                         |                         |
| Professional License  | \$ -              |                            |                         |                         |
| Permits   | \$ -              |                            |                         |                         |
| Equipment Lease & Maintenance   | \$ -              |                            |                         |                         |
| <b>General Operating Total:</b>   | <b>\$ 7,000</b>   | <b>\$ 7,000</b>            | <b>\$ -</b>             | <b>\$ -</b>             |
| Local Travel  | \$ -              |                            |                         |                         |
| Out-of-Town Travel  | \$ -              |                            |                         |                         |
| Field Expenses  | \$ -              |                            |                         |                         |
| <b>Staff Travel Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ -              |                            |                         |                         |
|   | \$ -              |                            |                         |                         |
| <b>Consultant/Subcontractor Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| Other (provide detail):   | \$ -              |                            |                         |                         |
|   | \$ -              |                            |                         |                         |
|   | \$ -              |                            |                         |                         |
| <b>Other Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| <b>TOTAL OPERATING EXPENSE</b>  | <b>\$ 48,555</b>  | <b>\$ 48,555</b>           | <b>\$ -</b>             | <b>\$ -</b>             |

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

|   |                            |                         |                         |                         |                         |                           |            |
|---|----------------------------|-------------------------|-------------------------|-------------------------|-------------------------|---------------------------|------------|
| DHCS Legal Entity Number 00341                                |                            |                         |                         |                         |                         | Appendix Number           | B-3        |
| Provider Name Bayview Hunters Point Foundation                |                            |                         |                         |                         |                         | Page Number               | 10         |
| Provider Number 3851  |                            |                         |                         |                         |                         | Fiscal Year               | 2020-2021  |
| Contract ID Number 1000011308                                 |                            |                         |                         |                         |                         | Funding Notification Date | 01/25/21   |
| Program Name  |                            | Children Outpatient     |                         |                         |                         |                           |            |
| Program Code  |                            | 38516 & 38171           | 38516 & 38171           | 38516 & 38171           | 38516 & 38171           |                           |            |
| Mode/SFC (MH) or Modality (SUD)                               |                            | 15/10-57, 59            | 15/70-79                | 15/01-09                | 45/20-29                |                           |            |
| Service Description   |                            | OP-MH Svcs              | OP-Crisis Intervention  | OP-Case Mgt Brokerage   | OS-Cmmty Client Svcs    |                           |            |
| Funding Term (mm/dd/yy-mm/dd/yy):                             |                            | 07/01/20-06/30/21       | 07/01/20-06/30/21       | 07/01/20-06/30/21       | 07/01/20-06/30/21       |                           |            |
| FUNDING USES  |                            |                         |                         |                         |                         |                           | TOTAL      |
| Salaries & Employee Benefits                                  |                            | \$ 328,435              | \$ 474                  | \$ 13,606               | \$ 22,027               |                           | \$ 364,542 |
| Operating Expenses  |                            | \$ 171,213              | \$ 247                  | \$ 7,093                | \$ 11,482               |                           | \$ 190,035 |
| Subtotal Direct Expenses                                      |                            | \$ 499,648              | \$ 722                  | \$ 20,698               | \$ 33,509               | \$ -                      | \$ 554,577 |
| Indirect Expenses   |                            | \$ 74,947               | \$ 108                  | \$ 3,103                | \$ 5,024                |                           | \$ 83,182  |
| Indirect %  |                            | 15.0%                   | 15.0%                   | 15.0%                   | 15.0%                   | 0.0%                      | 15.0%      |
| TOTAL FUNDING USES  |                            | \$ 574,595              | \$ 830                  | \$ 23,801               | \$ 38,533               | \$ -                      | \$ 637,759 |
| BHS MENTAL HEALTH FUNDING SOURCES                             |                            | Dept-Auth-Proj-Activity |                         |                         |                         |                           |            |
| MH CYF Fed SDMC FFP (50%)                                     | 251962-10000-10001670-0001 | \$ 261,550              | \$ 378                  | \$ 10,834               |                         |                           | \$ 272,762 |
| MH CYF State 2011 PSR-EPSTD                                   | 251962-10000-10001670-0001 | \$ 240,189              | \$ 347                  | \$ 9,949                |                         |                           | \$ 250,485 |
| MH CYF County Local Match                                     | 251962-10000-10001670-0001 | \$ 14,172               | \$ 20                   | \$ 587                  | \$ 7,496                |                           | \$ 22,275  |
| MH CYF County General Fund                                    | 251962-10000-10001670-0001 | \$ 58,684               | \$ 85                   | \$ 2,431                | \$ 31,037               |                           | \$ 92,237  |
|   |                            |                         |                         |                         |                         |                           | \$ -       |
| This row left blank for funding sources not in drop-down list |                            |                         |                         |                         |                         |                           | \$ -       |
| TOTAL BHS MENTAL HEALTH FUNDING SOURCES                       |                            | \$ 574,595              | \$ 830                  | \$ 23,801               | \$ 38,533               | \$ -                      | \$ 637,759 |
| TOTAL DPH FUNDING SOURCES                                     |                            | \$ 574,595              | \$ 830                  | \$ 23,801               | \$ 38,533               | \$ -                      | \$ 637,759 |
| TOTAL FUNDING SOURCES (DPH AND NON-DPH)                       |                            | 574,595                 | 830                     | 23,801                  | 38,533                  | -                         | 637,759    |
| BHS UNITS OF SERVICE AND UNIT COST                            |                            |                         |                         |                         |                         |                           |            |
| Payment Method  |                            | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) |                           |            |
| DPH Units of Service  |                            | 95,444                  | 150                     | 6,700                   | 210                     |                           |            |
| Unit Type   |                            | Staff Minute            | Staff Minute            | Staff Minute            | Staff Hour              | 0                         |            |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           |                            | \$ 6.02                 | \$ 5.53                 | \$ 3.55                 | \$ 183.49               | \$ -                      |            |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) |                            | \$ 6.02                 | \$ 5.53                 | \$ 3.55                 | \$ 183.49               | \$ -                      |            |
| Published Rate (Medi-Cal Providers Only)                      |                            | \$ 5.00                 | \$ 5.75                 | \$ 3.75                 | \$ 188.00               |                           | Total UDC  |
| Unduplicated Clients (UDC)                                    |                            | 60                      | Included                | Included                | Included                |                           | 60         |

## Appendix B - DPH 3: Salaries &amp; Employee Benefits Detail

Contract ID Number 1000011308  
 Program Name Children Outpatient  
 Program Code 38516 & 38171

Appendix Number B-3  
 Page Number 11  
 Fiscal Year 2020-2021  
 Funding Notification Date 01/25/21

|                                      | TOTAL             |                   | 251962-10000-10001670-0001 (Mode 15) |                   | 251962-10000-10001670-0001 (Mode 45) |                  | Dept-Auth-Proj-Activity |             | Dept-Auth-Proj-Activity |             | Dept-Auth-Proj-Activity |             | Dept-Auth-Proj-Activity |             |
|--------------------------------------|-------------------|-------------------|--------------------------------------|-------------------|--------------------------------------|------------------|-------------------------|-------------|-------------------------|-------------|-------------------------|-------------|-------------------------|-------------|
| Funding Term                         | 07/01/20-06/30/21 |                   | 07/01/20-06/30/21                    |                   | 07/01/20-06/30/21                    |                  | 0                       |             | (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    |
| Clinical Program Director            | 0.25              | \$ 25,500         | 0.235                                | 23,958            | 0.02                                 | \$ 1,542         |                         |             |                         |             |                         |             |                         |             |
| Clinical Supervisor                  | 0.16              | \$ 14,800         | 0.15                                 | 13,906            | 0.01                                 | \$ 894           |                         |             |                         |             |                         |             |                         |             |
| Admin Practice Mgr                   | 0.30              | \$ 16,500         | 0.282                                | 15,503            | 0.02                                 | \$ 997           |                         |             |                         |             |                         |             |                         |             |
| Therapist                            | 2.00              | \$ 142,500        | 1.879                                | 133,890           | 0.12                                 | \$ 8,610         |                         |             |                         |             |                         |             |                         |             |
| Compliance Officer                   | 0.10              | \$ 7,000          | 0.094                                | 6,577             | 0.01                                 | \$ 423           |                         |             |                         |             |                         |             |                         |             |
| Executive Director                   | 0.05              | \$ 6,500          | 0.047                                | 6,107             | 0.00                                 | \$ 393           |                         |             |                         |             |                         |             |                         |             |
| ERMHS clinician                      | 1.00              | \$ 72,000         | 0.94                                 | 67,650            | 0.06                                 | \$ 4,350         |                         |             |                         |             |                         |             |                         |             |
|                                      | 0.00              | \$ -              |                                      |                   |                                      |                  |                         |             |                         |             |                         |             |                         |             |
|                                      | 0.00              | \$ -              |                                      | \$ -              |                                      |                  |                         |             |                         |             |                         |             |                         |             |
|                                      | 0.00              | \$ -              |                                      |                   |                                      |                  |                         |             |                         |             |                         |             |                         |             |
|                                      | 0.00              | \$ -              |                                      |                   |                                      |                  |                         |             |                         |             |                         |             |                         |             |
| <b>Totals:</b>                       | 3.86              | \$ 284,800        | 3.63                                 | \$ 267,591        | 0.23                                 | \$ 17,209        | 0.00                    | \$ -        | 0.00                    | \$ -        | 0.00                    | \$ -        | 0.00                    | \$ -        |
|                                      |                   |                   |                                      |                   |                                      |                  |                         |             |                         |             |                         |             |                         |             |
| <b>Employee Benefits:</b>            | 28%               | \$ 79,742         | 28%                                  | \$ 74,924         | 28%                                  | \$ 4,818         | 0.00%                   |             | 0.00%                   |             | 0.00%                   |             | 0.00%                   |             |
|                                      |                   |                   |                                      |                   |                                      |                  |                         |             |                         |             |                         |             |                         |             |
| <b>TOTAL SALARIES &amp; BENEFITS</b> |                   | <b>\$ 364,542</b> |                                      | <b>\$ 342,515</b> |                                      | <b>\$ 22,027</b> |                         | <b>\$ -</b> |                         | <b>\$ -</b> |                         | <b>\$ -</b> |                         | <b>\$ -</b> |

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308

Program Name Children Outpatient

Program Code 38516 &amp; 38171

Appendix Number B-3

Page Number 12

Fiscal Year 2020-2021

Funding Notification Date 01/25/21

| Expense Categories & Line Items   | TOTAL             | 251962-10000-10001670-0001 (Mode 15) | 251962-10000-10001670-0001 (Mode 45) | Dept-Auth-Proj-Activity |
|---|-------------------|--------------------------------------|--------------------------------------|-------------------------|
| <b>Funding Term</b>   | 07/01/20-06/30/21 | 07/01/20-06/30/21                    | (mm/dd/yy-mm/dd/yy):                 | (mm/dd/yy-mm/dd/yy):    |
| Rent  | \$ 89,775         | 84,351                               | 5,424                                |                         |
| Utilities (telephone, electricity, water, gas)  | \$ 34,000         | 31,946                               | 2,054                                |                         |
| Building Repair/Maintenance   | \$ 18,500         | 17,382                               | 1,118                                |                         |
| <b>Occupancy Total:</b>   | <b>\$ 142,275</b> | <b>\$ 133,678</b>                    | <b>\$ 8,597.00</b>                   | <b>\$ -</b>             |
| Office Supplies   | \$ 6,500          | 6,107                                | 393                                  |                         |
| Photocopying  | \$ -              | -                                    | -                                    |                         |
| Program Supplies  | \$ 5,000          | 4,698                                | 302                                  |                         |
| Computer Hardware/Software  | \$ 10,323         | 9,699                                | 624                                  |                         |
| <b>Materials &amp; Supplies Total:</b>  | <b>\$ 21,823</b>  | <b>\$ 20,504</b>                     | <b>\$ 1,319.00</b>                   | <b>\$ -</b>             |
| Training/Staff Development  | \$ 5,150          | 4,839                                | 311                                  |                         |
| Insurance   | \$ 10,858         | 10,203                               | 655                                  |                         |
| Professional License  | \$ 1,000          | 940                                  | 60                                   |                         |
| Permits   | \$ 529            | 497                                  | 32                                   |                         |
| Equipment Lease & Maintenance   | \$ 5,900          | 5,544                                | 356                                  |                         |
| <b>General Operating Total:</b>   | <b>\$ 23,437</b>  | <b>\$ 22,022</b>                     | <b>\$ 1,415</b>                      | <b>\$ -</b>             |
| Local Travel  | \$ 2,500          | 2,349                                | 151                                  |                         |
| Out-of-Town Travel  | \$ -              |                                      |                                      |                         |
| Field Expenses  | \$ -              |                                      |                                      |                         |
| <b>Staff Travel Total:</b>  | <b>\$ 2,500</b>   | <b>\$ 2,349</b>                      | <b>\$ 151</b>                        | <b>\$ -</b>             |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ -              | \$ -                                 |                                      |                         |
|   | \$ -              |                                      |                                      |                         |
| <b>Consultant/Subcontractor Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                          | <b>\$ -</b>                          | <b>\$ -</b>             |
| Other (provide detail):   | \$ -              |                                      |                                      |                         |
|   | \$ -              |                                      |                                      |                         |
|   | \$ -              |                                      |                                      |                         |
| <b>Other Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                          | <b>\$ -</b>                          | <b>\$ -</b>             |
| <b>TOTAL OPERATING EXPENSE</b>  | <b>\$ 190,035</b> | <b>\$ 178,553</b>                    | <b>\$ 11,482</b>                     | <b>\$ -</b>             |



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

|   |                                |   |                   |
|---|--------------------------------|---|-------------------|
| DHCS Legal Entity Number 00341                                |                                | Appendix Number B-4                         |                   |
| Provider Name Bayview Hunters Point Foundation                |                                | Page Number 14                              |                   |
| Provider Number 3851  |                                | Fiscal Year 2020-2021                       |                   |
| Contract ID Number 1000011308                                 |                                | Funding Notification Date 01/25/21          |                   |
| Program Name  |                                | Dimensions LGBT Outpatient                  |                   |
| Program Code  |                                | N/A   |                   |
| Mode/SFC (MH) or Modality (SUD)                               |                                | 00-20                                       |                   |
| Service Description   |                                | Administration Support (i.e. check Writing, |                   |
| Funding Term (mm/dd/yy-mm/dd/yy):                             |                                | 07/01/20-06/30/21                           |                   |
| <b>FUNDING USES</b>   |                                | <b>TOTAL</b>                                |                   |
| Salaries & Employee Benefits                                  | \$ 82,036                      |   | \$ 82,036         |
| Operating Expenses  | \$ 20,002                      |   | \$ 20,002         |
| Capital Expenses  |                                |   | \$ -              |
| <b>Subtotal Direct Expenses</b>                               | <b>\$ 102,038</b>              | <b>\$ -</b>                                 | <b>\$ 102,038</b> |
| Indirect Expenses   | \$ 15,306                      |   | \$ 15,306         |
| Indirect %  | 15.0%                          | 0.0%  | 15.0%             |
| <b>TOTAL FUNDING USES</b>                                     | <b>\$ 117,344</b>              | <b>\$ -</b>                                 | <b>\$ 117,344</b> |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                      | <b>Dept-Auth-Proj-Activity</b> |   |                   |
| MH WO DCYF Dimensions Clinic                                  | 251962-10002-10001799-0002     | \$ 117,344                                  | \$ 117,344        |
| MH CYF County GF WO CODB                                      | 251962-10000-10001670-0001     | \$ -  | \$ -              |
| This row left blank for funding sources not in drop-down list |                                |   | \$ -              |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                |                                | <b>\$ 117,344</b>                           | <b>\$ -</b>       |
| <b>TOTAL DPH FUNDING SOURCES</b>                              |                                | <b>\$ 117,344</b>                           | <b>\$ -</b>       |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                |                                | <b>117,344</b>                              | <b>-</b>          |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                                |   |                   |
| Payment Method  | Cost Reimbursement (CR)        |   |                   |
| DPH Units of Service  | 450                            |   |                   |
| Unit Type   | fill-in appropriate            | 0   |                   |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           | \$ 260.76                      | \$ -  |                   |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | \$ 260.76                      | \$ -  |                   |
| Published Rate (Medi-Cal Providers Only)                      | N/A                            |   | <b>Total UDC</b>  |
| Unduplicated Clients (UDC)                                    | 25                             |   | 25                |



## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308

Program Name Dimensions LGBT Outpatient

Program Code N/A

Appendix Number B-4

Page Number 16

Fiscal Year 2020-2021

Funding Notification Date 01/25/21

| Expense Categories & Line Items   | TOTAL             | 251962-10002-10001799-0002 | 251962-10000-10001670-0001 | Dept-Auth-Proj-Activity |
|---|-------------------|----------------------------|----------------------------|-------------------------|
| <b>Funding Term</b>   | 07/01/20-06/30/21 | 07/01/20-06/30/21          | 07/01/20-06/30/21          | (mm/dd/yy-mm/dd/yy):    |
| Rent  | \$ -              |                            |                            |                         |
| Utilities (telephone, electricity, water, gas)  | \$ -              |                            |                            |                         |
| Building Repair/Maintenance   | \$ -              |                            |                            |                         |
| <b>Occupancy Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |
| Office Supplies   | \$ 500            | \$ 500                     |                            |                         |
| Photocopying  | \$ -              |                            |                            |                         |
| Program Supplies  | \$ 16,002         | \$ 16,002                  |                            |                         |
| Computer Hardware/Software  | \$ -              | \$ -                       |                            |                         |
| <b>Materials &amp; Supplies Total:</b>  | <b>\$ 16,502</b>  | <b>\$ 16,502</b>           | <b>\$ -</b>                | <b>\$ -</b>             |
| Training/Staff Development  | \$ -              |                            |                            |                         |
| Insurance   | \$ 3,500          | \$ 3,500                   |                            |                         |
| Professional License  | \$ -              |                            |                            |                         |
| Permits   | \$ -              |                            |                            |                         |
| Equipment Lease & Maintenance   | \$ -              |                            |                            |                         |
| <b>General Operating Total:</b>   | <b>\$ 3,500</b>   | <b>\$ 3,500</b>            | <b>\$ -</b>                | <b>\$ -</b>             |
| Local Travel  | \$ -              |                            |                            |                         |
| Out-of-Town Travel  | \$ -              |                            |                            |                         |
| Field Expenses  | \$ -              |                            |                            |                         |
| <b>Staff Travel Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ -              |                            |                            |                         |
|   | \$ -              |                            |                            |                         |
| <b>Consultant/Subcontractor Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |
| Other (provide detail):   | \$ -              |                            |                            |                         |
|   | \$ -              |                            |                            |                         |
|   | \$ -              |                            |                            |                         |
| <b>Other Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |
| <b>TOTAL OPERATING EXPENSE</b>  | <b>\$ 20,002</b>  | <b>\$ 20,002</b>           | <b>\$ -</b>                | <b>\$ -</b>             |

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

|   |                                |                                    |                   |
|---|--------------------------------|------------------------------------|-------------------|
| DHCS Legal Entity Number 00341                                |                                | Appendix Number B-5                |                   |
| Provider Name Bayview Hunters Point Foundation                |                                | Page Number 18                     |                   |
| Provider Number 389036  |                                | Fiscal Year 2020-2021              |                   |
| Contract ID Number 1000011308                                 |                                | Funding Notification Date 01/25/21 |                   |
| Program Name  | Jelani Family Program          |                                    |                   |
| Program Code  | 3816SD                         |                                    |                   |
| Mode/SFC (MH) or Modality (SUD)                               | Res-59                         |                                    |                   |
| Service Description   | ODS Recovery Residences        |                                    |                   |
| Funding Term (mm/dd/yy-mm/dd/yy):                             | 07/01/20-06/30/21              |                                    |                   |
| <b>FUNDING USES</b>   |                                |                                    | <b>TOTAL</b>      |
| Salaries & Employee Benefits                                  | \$ 429,390                     |                                    | \$ 429,390        |
| Operating Expenses  | \$ 87,113                      |                                    | \$ 87,113         |
| <b>Subtotal Direct Expenses</b>                               | <b>\$ 516,503</b>              | <b>\$ -</b>                        | <b>\$ 516,503</b> |
| Indirect Expenses   | \$ 77,423                      |                                    | \$ 77,423         |
| <b>Indirect %</b>   | <b>15.0%</b>                   | <b>0.0%</b>                        | <b>0.0%</b>       |
| <b>TOTAL FUNDING USES</b>                                     | <b>\$ 593,926</b>              | <b>\$ -</b>                        | <b>\$ 593,926</b> |
| <b>BHS SUD FUNDING SOURCES</b>                                | <b>Dept-Auth-Proj-Activity</b> |                                    |                   |
| SUD Fed SABG Discretionary, CFDA 93.959                       | 240646-10000-10001681-0003     | \$ 593,926                         | \$ 593,926        |
|   |                                |                                    | \$ -              |
|   |                                |                                    | \$ -              |
| This row left blank for funding sources not in drop-down list |                                |                                    | \$ -              |
| <b>TOTAL BHS SUD FUNDING SOURCES</b>                          | <b>\$ 593,926</b>              | <b>\$ -</b>                        | <b>\$ 593,926</b> |
| <b>TOTAL DPH FUNDING SOURCES</b>                              | <b>\$ 593,926</b>              | <b>\$ -</b>                        | <b>\$ 593,926</b> |
| <b>NON-DPH FUNDING SOURCES</b>                                |                                |                                    |                   |
|   |                                |                                    | \$ -              |
| This row left blank for funding sources not in drop-down list |                                |                                    | \$ -              |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                          | <b>\$ -</b>                    | <b>\$ -</b>                        | <b>\$ -</b>       |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                | <b>593,926</b>                 | <b>-</b>                           | <b>593,926</b>    |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                                |                                    |                   |
| Number of Beds Purchased                                      | 15                             |                                    |                   |
| SUD Only - Number of Outpatient Group Counseling Sessions     |                                |                                    |                   |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs  |                                |                                    |                   |
| Payment Method  | Cost Reimbursement (CR)        |                                    |                   |
| DPH Units of Service  | 4,928                          |                                    |                   |
| Unit Type   | Bed Days                       | 0                                  | 0                 |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           | \$ 120.53                      | \$ -                               | \$ -              |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | \$ 120.53                      | \$ -                               | \$ -              |
| Published Rate (Medi-Cal Providers Only)                      | N/A                            |                                    | <b>Total UDC</b>  |
| Unduplicated Clients (UDC)                                    | 15                             |                                    | 15                |

**Appendix B - DPH 3: Salaries & Employee Benefits Detail****Contract ID Number** 1000011308

Program Name Jelani Family Program

Program Code 3816SD

Appendix Number B-5

Page Number 19

Fiscal Year 2020-2021

Funding Notification Date 01/25/21

|                                      | TOTAL             |            | 240646-10000-10001681-0003 |            |                   |          | 0                 |          |
|--------------------------------------|-------------------|------------|----------------------------|------------|-------------------|----------|-------------------|----------|
| Funding Term                         | 07/01/20-06/30/21 |            | 07/01/20-06/30/21          |            | 07/01/20-06/30/21 |          | 07/01/20-06/30/21 |          |
| Position Title                       | FTE               | Salaries   | FTE                        | Salaries   | FTE               | Salaries | FTE               | Salaries |
| Program Director                     | 0.10              | \$ 10,500  | 0.10                       | \$ 10,500  |                   |          |                   |          |
| Facility Coordinator                 | 0.30              | \$ 18,000  | 0.30                       | \$ 18,000  |                   |          |                   |          |
| Case Manager                         | 0.00              | \$ -       | 0.00                       |            |                   |          |                   |          |
| House Manager                        | 1.00              | \$ 55,000  | 1.00                       | \$ 55,000  |                   |          |                   |          |
| Intake & Billing Clerk Specialist    | 0.50              | \$ 24,000  | 0.50                       | \$ 24,000  |                   |          |                   |          |
| Director of Compliance               | 0.09              | \$ 6,300   | 0.09                       | \$ 6,300   |                   |          |                   |          |
| Monitors                             | 5.00              | \$ 210,000 | 5.00                       | \$ 210,000 | 0.00              | \$ -     |                   |          |
| Executive Director                   | 0.05              | \$ 6,500   | 0.05                       | \$ 6,500   |                   |          |                   |          |
| <b>Totals:</b>                       | 7.04              | \$ 330,300 | 7.04                       | \$ 330,300 | 0.00              | \$ -     | 0.00              | \$ -     |
|                                      |                   |            |                            |            |                   |          |                   |          |
| <b>Employee Benefits:</b>            | 30%               | \$ 99,090  | 30%                        | \$ 99,090  | 0%                | \$ -     | 0.00%             |          |
|                                      |                   |            |                            |            |                   |          |                   |          |
| <b>TOTAL SALARIES &amp; BENEFITS</b> | <b>\$ 429,390</b> |            | <b>\$ 429,390</b>          |            | <b>\$ -</b>       |          | <b>\$ -</b>       |          |

**Appendix B - DPH 4: Operating Expenses Detail**Contract ID Number 1000011308Program Name Jelani Family ProgramProgram Code 3816SDAppendix Number B-5Page Number 20Fiscal Year 2020-2021Funding Notification Date 01/25/21

| Expense Categories & Line Items                | TOTAL             | 240646-10000-10001681-0003 | 240646-10000-10001681-0003 | 0                 |
|--|-------------------|----------------------------|----------------------------|-------------------|
| <b>Funding Term</b>                            | 07/01/20-06/30/21 | 07/01/20-06/30/21          | 07/01/20-06/30/21          | 07/01/20-06/30/21 |
| Rent   | \$ -              |                            |                            |                   |
| Utilities (telephone, electricity, water, gas) | \$ 30,000         | \$ 30,000                  |                            |                   |
| Building Repair/Maintenance                    | \$ 27,000         | \$ 27,000                  |                            |                   |
| <b>Occupancy Total:</b>                        | <b>\$ 57,000</b>  | <b>\$ 57,000</b>           | <b>\$ -</b>                | <b>\$ -</b>       |
| Office Supplies                                | \$ 2,000          | \$ 2,000                   |                            |                   |
| Photocopying                                   | \$ 500            | \$ 500                     |                            |                   |
| Program Supplies                               | \$ 905            | \$ 905                     |                            |                   |
| Computer Hardware/Software                     | \$ 5,000          | \$ 5,000                   |                            |                   |
| <b>Materials &amp; Supplies Total:</b>         | <b>\$ 8,405</b>   | <b>\$ 8,405</b>            | <b>\$ -</b>                | <b>\$ -</b>       |
| Training/Staff Development                     | \$ 491            | \$ 491                     |                            |                   |
| Insurance                                      | \$ 17,717         | \$ 17,717                  |                            |                   |
| Professional License                           | \$ -              | \$ -                       |                            |                   |
| Permits  | \$ -              | \$ -                       |                            |                   |
| Equipment Lease & Maintenance                  | \$ 3,000          | \$ 3,000                   |                            |                   |
| <b>General Operating Total:</b>                | <b>\$ 21,208</b>  | <b>\$ 21,208</b>           | <b>\$ -</b>                | <b>\$ -</b>       |
| Local Travel                                   | \$ 500            | \$ 500                     |                            |                   |
| Out-of-Town Travel                             | \$ -              | \$ -                       |                            |                   |
| Field Expenses                                 | \$ -              | \$ -                       |                            |                   |
| <b>Staff Travel Total:</b>                     | <b>\$ 500</b>     | <b>\$ 500</b>              | <b>\$ -</b>                | <b>\$ -</b>       |
| <b>TOTAL OPERATING EXPENSE</b>                 | <b>\$ 87,113</b>  | <b>\$ 87,113</b>           | <b>\$ -</b>                | <b>\$ -</b>       |

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

Contractor Name Bayview Hunters Point Foundation Page Number 22

Contract ID Number 1000011308 Fiscal Year 2020-2021

Funding Notification Date 1/25/21

**1. SALARIES & EMPLOYEE BENEFITS**

| Position Title         | FTE  | Amount    |
|------------------------|------|-----------|
| Executive Director     | 0.39 | \$ 50,700 |
| Executive Assistant    | 0.39 | \$ 23,995 |
| Senior Accountant      | 0.39 | \$ 36,744 |
| AP/Payroll Accountant  | 0.39 | \$ 23,551 |
| Staff Accountant       | 0.39 | \$ 24,520 |
| Director of Compliance | 0.32 | \$ 22,400 |
|                        |      |           |
|                        |      |           |
|                        |      |           |

Subtotal: 2.27 \$ 181,910

Employee Benefits: 27.6% \$ 50,164

**Total Salaries and Employee Benefits:** \$ 232,074**2. OPERATING COSTS**

| Expenses (Use expense account name in the ledger.)    | Amount            |
|---|-------------------|
| Office Rent   | \$ 45,380         |
| Supplies  | \$ 24,420         |
| Accounting Supervision & Audit Preparation Assistance | \$ 24,911         |
| Audit Fees  | \$ 27,986         |
| Insurance   | \$ 14,230         |
|   |                   |
|   |                   |
|   |                   |
| <b>Total Operating Costs</b>                          | <b>\$ 136,927</b> |

|                             |                   |
|-----------------------------|-------------------|
| <b>Total Indirect Costs</b> | <b>\$ 369,001</b> |
|-----------------------------|-------------------|

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE

Appendix F  
PAGE A

Contract ID#  
1000011308

Contractor: Bayview Hunters Point Foundation For Community Improvement

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

Tel. No.: (415) 468-5100  
Fax No.: (415) 468-5104

BHS

Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

|                      |  |
|----------------------|--|
| INVOICE NUMBER:      | M04 JL 20                                  |
| Ct.Blanket No.: BPHM | N/A  |
|                      | User Cd                                    |
| Ct. PO No.: POHM     | 0000447691                                 |
| Fund Source:         | MH Adult Fed/ State/ Local Match/County GF |
| Invoice Period:      | July 2020                                  |
| 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 Children Outpatient PC# 38516 & 38171 - 251962-10000-10001670-0001 |                  |     |                       |     |                   |     |            |     |                        |     |            |      |
| 15/10 - 57, 59 OP - MH Svcs  | 9,544            | 60  |                       |     | -                 | -   | 0%         | 0%  | 9,544                  | 60  | 100%       | 100% |
| 15/70 - 79 OP - Crisis Intervention                                    | 150              | -   |                       |     | -                 | -   | 0%         | 0%  | 150                    | -   | 100%       | 0%   |
| 15/01 - 09 OP - Case Mgt Brokerage                                     | 6,700            | -   |                       |     | -                 | -   | 0%         | 0%  | 6,700                  | -   | 100%       | 0%   |
|  |                  |     |                       |     |                   |     |            |     |                        |     |            |      |
|  |                  |     |                       |     |                   |     |            |     |                        |     |            |      |

Unduplicated Counts for AIDS Use Only.

| Description                      | BUDGET        | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|----------------------------------|---------------|----------------------|------------------|-------------|-------------------|
| Total Salaries                   | \$ 267,591.00 | \$ -                 | \$ -             | 0.00%       | \$ 267,591.00     |
| Fringe Benefits                  | \$ 74,924.00  | \$ -                 | \$ -             | 0.00%       | \$ 74,924.00      |
| Total Personnel Expenses         | \$ 342,515.00 | \$ -                 | \$ -             | 0.00%       | \$ 342,515.00     |
| Operating Expenses:              |               |                      |                  |             |                   |
| Occupancy                        | \$ 133,678.00 | \$ -                 | \$ -             | 0.00%       | \$ 133,678.00     |
| Materials and Supplies           | \$ 20,504.00  | \$ -                 | \$ -             | 0.00%       | \$ 20,504.00      |
| General Operating                | \$ 22,022.00  | \$ -                 | \$ -             | 0.00%       | \$ 22,022.00      |
| Staff Travel                     | \$ 2,349.00   | \$ -                 | \$ -             | 0.00%       | \$ 2,349.00       |
| Consultant/ Subcontractor        | \$ -          | \$ -                 | \$ -             | 0.00%       | \$ -              |
| Other:                           |               | \$ -                 | \$ -             | 0.00%       | \$ -              |
|                                  | \$ -          | \$ -                 | \$ -             | 0.00%       | \$ -              |
|                                  |               |                      |                  |             |                   |
| Total Operating Expenses         | \$ 178,553.00 | \$ -                 | \$ -             | 0.00%       | \$ 178,553.00     |
| Capital Expenditures             | \$ -          | \$ -                 | \$ -             | 0.00%       | \$ -              |
| TOTAL DIRECT EXPENSES            | \$ 521,068.00 | \$ -                 | \$ -             | 0.00%       | \$ 521,068.00     |
| Indirect Expenses                | \$ 78,158.00  | \$ -                 | \$ -             | 0.00%       | \$ 78,158.00      |
| TOTAL EXPENSES                   | \$ 599,226.00 | \$ -                 | \$ -             | 0.00%       | \$ 599,226.00     |
| Less: Initial Payment Recovery   |               |                      |                  | NOTES:      |                   |
| Other Adjustments (DPH use only) |               |                      |                  |             |                   |
|                                  |               |                      |                  |             |                   |
|                                  |               |                      |                  |             |                   |
|                                  |               |                      |                  |             |                   |
| REIMBURSEMENT                    |               | \$ -                 |                  |             |                   |

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

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Send to:

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

or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date





DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE

Appendix F  
PAGE A

Contract ID#  
1000011308

Contractor: Bayview Hunters Point Foundation For Community Improvement

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

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104

BHS

Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

INVOICE NUMBER: M05 JL 20

Ct.Blanket No.: BPHM N/A  
User Cd

Ct. PO No.: POHM SFGOV-0000447691

Fund Source: MH Adult Fed/ State/ County General Fund

Invoice Period: July 2020

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 Adult Behavioral Health PC# 38513 - 251984-10000-10001792-0001 |                  |     |                       |     |                   |     |            |     |                        |     |            |      |
| 15/10 - 57, 59 OP - MH Svcs  | 182,071          | 275 |                       |     | -                 | -   | 0%         | 0%  | 182,071                | 275 | 100%       | 100% |
| 15/60 - 69 OP - Medication Support                                 | 32,798           | -   |                       |     | -                 | -   | 0%         | 0%  | 32,798                 | -   | 100%       | 0%   |
| 15/70 - 79 OP - Crisis Intervention                                | 390              | -   |                       |     | -                 | -   | 0%         | 0%  | 390                    | -   | 100%       | 0%   |
| 15/01 - 09 OP - Case Mgt Brokerage                                 | 14,501           | -   |                       |     | -                 | -   | 0%         | 0%  | 14,501                 | -   | 100%       | 0%   |
|  |                  |     |                       |     |                   |     |            |     |                        |     |            |      |
|  |                  |     |                       |     |                   |     |            |     |                        |     |            |      |

Unduplicated Counts for AIDS Use Only.

| Description                             | BUDGET                 | EXPENSES<br>THIS PERIOD | EXPENSES<br>TO DATE | % OF<br>BUDGET | REMAINING<br>BALANCE   |
|---|------------------------|-------------------------|---------------------|----------------|------------------------|
| Total Salaries                          | \$ 544,528.00          | \$ -                    | \$ -                | 0.00%          | \$ 544,528.00          |
| Fringe Benefits                         | \$ 152,467.00          | \$ -                    | \$ -                | 0.00%          | \$ 152,467.00          |
| <b>Total Personnel Expenses</b>         | <b>\$ 696,995.00</b>   | <b>\$ -</b>             | <b>\$ -</b>         | <b>0.00%</b>   | <b>\$ 696,995.00</b>   |
| Operating Expenses:                     |                        |                         |                     |                |                        |
| Occupancy                               | \$ 123,480.00          | \$ -                    | \$ -                | 0.00%          | \$ 123,480.00          |
| Materials and Supplies                  | \$ 16,093.00           | \$ -                    | \$ -                | 0.00%          | \$ 16,093.00           |
| General Operating                       | \$ 23,991.00           | \$ -                    | \$ -                | 0.00%          | \$ 23,991.00           |
| Staff Travel                            | \$ 1,888.00            | \$ -                    | \$ -                | 0.00%          | \$ 1,888.00            |
| Consultant/ Subcontractor               | \$ 146,905.00          | \$ -                    | \$ -                | 0.00%          | \$ 146,905.00          |
| Other:                                  | \$ -                   | \$ -                    | \$ -                | 0.00%          | \$ -                   |
|   | \$ -                   | \$ -                    | \$ -                | 0.00%          | \$ -                   |
|   |                        |                         |                     |                |                        |
| <b>Total Operating Expenses</b>         | <b>\$ 312,357.00</b>   | <b>\$ -</b>             | <b>\$ -</b>         | <b>0.00%</b>   | <b>\$ 312,357.00</b>   |
| <b>Capital Expenditures</b>             | <b>\$ -</b>            | <b>\$ -</b>             | <b>\$ -</b>         | <b>0.00%</b>   | <b>\$ -</b>            |
| <b>TOTAL DIRECT EXPENSES</b>            | <b>\$ 1,009,352.00</b> | <b>\$ -</b>             | <b>\$ -</b>         | <b>0.00%</b>   | <b>\$ 1,009,352.00</b> |
| <b>Indirect Expenses</b>                | <b>\$ 151,401.00</b>   | <b>\$ -</b>             | <b>\$ -</b>         | <b>0.00%</b>   | <b>\$ 151,401.00</b>   |
| <b>TOTAL EXPENSES</b>                   | <b>\$ 1,160,753.00</b> | <b>\$ -</b>             | <b>\$ -</b>         | <b>0.00%</b>   | <b>\$ 1,160,753.00</b> |
| <b>Less: Initial Payment Recovery</b>   |                        |                         | <b>NOTES:</b>       |                |                        |
| <b>Other Adjustments</b> (DPH use only) |                        |                         |                     |                |                        |
|   |                        |                         |                     |                |                        |
|   |                        |                         |                     |                |                        |
| <b>REIMBURSEMENT</b>                    |                        | <b>\$ -</b>             |                     |                |                        |

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

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Send to:  
Behavioral Health Services-Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103  
  
or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment  
  
\_\_\_\_\_  
Authorized Signatory  
  
\_\_\_\_\_  
Date



DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE

Appendix F  
PAGE A

Contract ID#  
1000011308

Contractor: Bayview Hunters Point Foundation For Community Improvement

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

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104

BHS

Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

|                      |                                |
|----------------------|--------------------------------|
| INVOICE NUMBER:      | M06 JL 20                      |
| Ct.Blanket No.: BPHM | N/A                            |
|                      | User Cd                        |
| Ct. PO No.: POHM     | 0000447691                     |
| Fund Source:         | MH Adult Local Match/County GF |
| Invoice Period:      | July 2020                      |
| 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 Children Outpatient PC# 38516 & 38171 - 251962-10000-10001670-0001 |                  |     |                       |     |                   |     |            |     |                        |     |            |     |
| 45/20-29 OS-Cmnty Client Svcs  | 210              | -   |                       |     | -                 | -   | 0%         | 0%  | 210                    | -   | 100%       | 0%  |
|  |                  |     |                       |     |                   |     |            |     |                        |     |            |     |
|  |                  |     |                       |     |                   |     |            |     |                        |     |            |     |
|  |                  |     |                       |     |                   |     |            |     |                        |     |            |     |
|  |                  |     |                       |     |                   |     |            |     |                        |     |            |     |

Unduplicated Counts for AIDS Use Only.

| Description                      | BUDGET       | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|----------------------------------|--------------|----------------------|------------------|-------------|-------------------|
| Total Salaries                   | \$ 17,209.00 | \$ -                 | \$ -             | 0.00%       | \$ 17,209.00      |
| Fringe Benefits                  | \$ 4,818.00  | \$ -                 | \$ -             | 0.00%       | \$ 4,818.00       |
| Total Personnel Expenses         | \$ 22,027.00 | \$ -                 | \$ -             | 0.00%       | \$ 22,027.00      |
| Operating Expenses:              |              |                      |                  |             |                   |
| Occupancy                        | \$ 8,597.00  | \$ -                 | \$ -             | 0.00%       | \$ 8,597.00       |
| Materials and Supplies           | \$ 1,319.00  | \$ -                 | \$ -             | 0.00%       | \$ 1,319.00       |
| General Operating                | \$ 1,415.00  | \$ -                 | \$ -             | 0.00%       | \$ 1,415.00       |
| Staff Travel                     | \$ 151.00    | \$ -                 | \$ -             | 0.00%       | \$ 151.00         |
| Consultant/ Subcontractor        | \$ -         | \$ -                 | \$ -             | 0.00%       | \$ -              |
| Other:                           |              | \$ -                 | \$ -             | 0.00%       | \$ -              |
|                                  | \$ -         | \$ -                 | \$ -             | 0.00%       | \$ -              |
|                                  |              |                      |                  |             |                   |
| Total Operating Expenses         | \$ 11,482.00 | \$ -                 | \$ -             | 0.00%       | \$ 11,482.00      |
| Capital Expenditures             | \$ -         | \$ -                 | \$ -             | 0.00%       | \$ -              |
| TOTAL DIRECT EXPENSES            | \$ 33,509.00 | \$ -                 | \$ -             | 0.00%       | \$ 33,509.00      |
| Indirect Expenses                | \$ 5,024.00  | \$ -                 | \$ -             | 0.00%       | \$ 5,024.00       |
| TOTAL EXPENSES                   | \$ 38,533.00 | \$ -                 | \$ -             | 0.00%       | \$ 38,533.00      |
| Less: Initial Payment Recovery   |              |                      |                  | NOTES:      |                   |
| Other Adjustments (DPH use only) |              |                      |                  |             |                   |
|                                  |              |                      |                  |             |                   |
|                                  |              |                      |                  |             |                   |
| REIMBURSEMENT                    |              | \$ -                 |                  |             |                   |

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Send to:

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

or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

\_\_\_\_\_

Authorized Signatory

\_\_\_\_\_

Date



DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE

Appendix F  
PAGE A

Contract ID#  
1000011308

Contractor: Bayview Hunters Point Foundation For Community Improvement

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

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104

BHS

Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

INVOICE NUMBER: M07 JL 20

Ct.Blanket No.: BPHM N/A

User Cd

Ct. PO No.: POHM SFGOV-0000447691

Fund Source: MH Adult Fed/ State/ County General Fund

Invoice Period: July 2020

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 Adult Behavioral Health PC# 38513 - 251984-10000-10001792-0001 |                  |     |                       |     |                   |     |            |     |                        |     |            |     |
| 45/20-29 OS-Cmnty Client Svcs                                      | 370              | -   |                       |     | -                 | -   | 0%         | 0%  | 370                    | -   | 100%       | 0%  |
|  |                  |     |                       |     |                   |     |            |     |                        |     |            |     |
|  |                  |     |                       |     |                   |     |            |     |                        |     |            |     |
|  |                  |     |                       |     |                   |     |            |     |                        |     |            |     |
|  |                  |     |                       |     |                   |     |            |     |                        |     |            |     |

Unduplicated Counts for AIDS Use Only.

| Description                             | BUDGET              | EXPENSES<br>THIS PERIOD | EXPENSES<br>TO DATE | % OF<br>BUDGET | REMAINING<br>BALANCE |
|---|---------------------|-------------------------|---------------------|----------------|----------------------|
| Total Salaries                          | \$ 32,172.00        | \$ -                    | \$ -                | 0.00%          | \$ 32,172.00         |
| Fringe Benefits                         | \$ 9,007.00         | \$ -                    | \$ -                | 0.00%          | \$ 9,007.00          |
| <b>Total Personnel Expenses</b>         | <b>\$ 41,179.00</b> | <b>\$ -</b>             | <b>\$ -</b>         | <b>0.00%</b>   | <b>\$ 41,179.00</b>  |
| Operating Expenses:                     |                     |                         |                     |                |                      |
| Occupancy                               | \$ 7,295.00         | \$ -                    | \$ -                | 0.00%          | \$ 7,295.00          |
| Materials and Supplies                  | \$ 951.00           | \$ -                    | \$ -                | 0.00%          | \$ 951.00            |
| General Operating                       | \$ 1,417.00         | \$ -                    | \$ -                | 0.00%          | \$ 1,417.00          |
| Staff Travel                            | \$ 112.00           | \$ -                    | \$ -                | 0.00%          | \$ 112.00            |
| Consultant/ Subcontractor               | \$ 8,679.00         | \$ -                    | \$ -                | 0.00%          | \$ 8,679.00          |
| Other:                                  | \$ -                | \$ -                    | \$ -                | 0.00%          | \$ -                 |
|   | \$ -                | \$ -                    | \$ -                | 0.00%          | \$ -                 |
|   |                     |                         |                     |                |                      |
| <b>Total Operating Expenses</b>         | <b>\$ 18,454.00</b> | <b>\$ -</b>             | <b>\$ -</b>         | <b>0.00%</b>   | <b>\$ 18,454.00</b>  |
| <b>Capital Expenditures</b>             | <b>\$ -</b>         | <b>\$ -</b>             | <b>\$ -</b>         | <b>0.00%</b>   | <b>\$ -</b>          |
| <b>TOTAL DIRECT EXPENSES</b>            | <b>\$ 59,633.00</b> | <b>\$ -</b>             | <b>\$ -</b>         | <b>0.00%</b>   | <b>\$ 59,633.00</b>  |
| <b>Indirect Expenses</b>                | <b>\$ 8,946.00</b>  | <b>\$ -</b>             | <b>\$ -</b>         | <b>0.00%</b>   | <b>\$ 8,946.00</b>   |
| <b>TOTAL EXPENSES</b>                   | <b>\$ 68,579.00</b> | <b>\$ -</b>             | <b>\$ -</b>         | <b>0.00%</b>   | <b>\$ 68,579.00</b>  |
| <b>Less: Initial Payment Recovery</b>   |                     |                         | <b>NOTES:</b>       |                |                      |
| <b>Other Adjustments (DPH use only)</b> |                     |                         |                     |                |                      |
|   |                     |                         |                     |                |                      |
|   |                     |                         |                     |                |                      |
| <b>REIMBURSEMENT</b>                    |                     | <b>\$ -</b>             |                     |                |                      |

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

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Send to:  
Behavioral Health Services-Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103  
  
or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment  
  
\_\_\_\_\_  
Authorized Signatory  
  
\_\_\_\_\_  
Date



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

Appendix F  
PAGE A

Contract ID#  
1000011308

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

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

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104

**BHS**

Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

|                      |                              |
|----------------------|------------------------------|
| INVOICE NUMBER:      | M11 JL 20                    |
| Ct.Blanket No.: BPHM | N/A                          |
|                      | User Cd                      |
| Ct. PO No.: POHM     | 0000447691                   |
| Fund Source:         | MH WO DCYF Dimensions Clinic |
| Invoice Period:      | July 2020                    |
| Final Invoice:       | (Check if Yes)               |

| Program/Exhibit  | TOTAL CONTRACTED |     | DELIVERED THIS PERIOD |     | DELIVERED TO DATE |     | % OF TOTAL |     | REMAINING DELIVERABLES |     | % OF TOTAL |      |
|--|------------------|-----|-----------------------|-----|-------------------|-----|------------|-----|------------------------|-----|------------|------|
|  | UOS              | UDC | UOS                   | UDC | UOS               | UDC | UOS        | UDC | UOS                    | UDC | UOS        | UDC  |
| <b>B-4 Dimensions LGBT Outpatient 251962-10002-10001799-0002</b> |                  |     |                       |     |                   |     |            |     |                        |     |            |      |
| 00-20 Administration Support                                     | 450              | 25  |                       |     | -                 | -   | 0%         | 0%  | 450                    | 25  | 100%       | 100% |
|  |                  |     |                       |     |                   |     |            |     |                        |     |            |      |

Unduplicated Counts for AIDS Use Only.

| Description                             | BUDGET               | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET  | REMAINING BALANCE    |
|---|----------------------|----------------------|------------------|--------------|----------------------|
| Total Salaries                          | \$ 60,320.00         | \$ -                 | \$ -             | 0.00%        | \$ 60,320.00         |
| Fringe Benefits                         | \$ 21,716.00         | \$ -                 | \$ -             | 0.00%        | \$ 21,716.00         |
| <b>Total Personnel Expenses</b>         | <b>\$ 82,036.00</b>  | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 82,036.00</b>  |
| Operating Expenses:                     |                      |                      |                  |              |                      |
| Occupancy                               | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| Materials and Supplies                  | \$ 16,502.00         | \$ -                 | \$ -             | 0.00%        | \$ 16,502.00         |
| General Operating                       | \$ 3,500.00          | \$ -                 | \$ -             | 0.00%        | \$ 3,500.00          |
| Staff Travel                            | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| Consultant/ Subcontractor               | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| Other:                                  | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
|   | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
|   |                      |                      |                  |              |                      |
| <b>Total Operating Expenses</b>         | <b>\$ 20,002.00</b>  | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 20,002.00</b>  |
| <b>Capital Expenditures</b>             | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ -</b>          |
| <b>TOTAL DIRECT EXPENSES</b>            | <b>\$ 102,038.00</b> | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 102,038.00</b> |
| <b>Indirect Expenses</b>                | <b>\$ 15,306.00</b>  | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 15,306.00</b>  |
| <b>TOTAL EXPENSES</b>                   | <b>\$ 117,344.00</b> | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 117,344.00</b> |
| <b>Less: Initial Payment Recovery</b>   |                      |                      |                  |              |                      |
| <b>Other Adjustments (DPH use only)</b> |                      |                      |                  |              |                      |
|   |                      |                      |                  |              |                      |
|   |                      |                      |                  |              |                      |
| <b>REIMBURSEMENT</b>                    |                      | <b>\$ -</b>          |                  |              |                      |

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  
  
Or email to:  
**cbhsinvoices@sfdph.org**  
Jul Amend 2 06-21

DPH Authorization for Payment

|                               |               |
|-------------------------------|---------------|
| _____<br>Authorized Signatory | _____<br>Date |
| Prepared: 6/21/2021           |               |







DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE

Appendix F  
PAGE A

Contract ID#  
1000011308

INVOICE NUMBER: S04 JL 20

Contractor: Bayview Hunters Point Foundation For Cmmnty Improvement

Ct. Blanket No.: BPHM N/A

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

Ct. PO No.: POHM 0000447691

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104

BHS

Fund Source: SUD Fed SABG Discretionary

Invoice Period: July 2020

Funding Term: 07/01/2020 - 06/30/2021

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

| 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-5 Jelani Family Program PC# - 3816SD | 240646-10000-10001681-0003 |     |                       |     |                   |     |            |     |                        |     |            |      |
| Res-59 ODS Recovery Residences         | 4,928                      | 15  |                       |     | -                 | -   | 0%         | 0%  | 4,928                  | 15  | 100%       | 100% |
|  |                            |     |                       |     |                   |     |            |     |                        |     |            |      |

Unduplicated Counts for AIDS Use Only.

| Description                             | BUDGET        | EXPENSES<br>THIS PERIOD | EXPENSES<br>TO DATE | % OF<br>BUDGET | REMAINING<br>BALANCE |
|---|---------------|-------------------------|---------------------|----------------|----------------------|
| Total Salaries                          | \$ 330,300.00 | \$ -                    | \$ -                | 0.00%          | \$ 330,300.00        |
| Fringe Benefits                         | \$ 99,090.00  | \$ -                    | \$ -                | 0.00%          | \$ 99,090.00         |
| <b>Total Personnel Expenses</b>         | \$ 429,390.00 | \$ -                    | \$ -                | 0.00%          | \$ 429,390.00        |
| Operating Expenses:                     |               |                         |                     |                |                      |
| Occupancy                               | \$ 57,000.00  | \$ -                    | \$ -                | 0.00%          | \$ 57,000.00         |
| Materials and Supplies                  | \$ 8,405.00   | \$ -                    | \$ -                | 0.00%          | \$ 8,405.00          |
| General Operating                       | \$ 21,208.00  | \$ -                    | \$ -                | 0.00%          | \$ 21,208.00         |
| Staff Travel                            | \$ 500.00     | \$ -                    | \$ -                | 0.00%          | \$ 500.00            |
| Consultant/ Subcontractor               | \$ -          | \$ -                    | \$ -                | 0.00%          | \$ -                 |
| Other:                                  | \$ -          | \$ -                    | \$ -                | 0.00%          | \$ -                 |
|   | \$ -          | \$ -                    | \$ -                | 0.00%          | \$ -                 |
|   | \$ -          | \$ -                    | \$ -                | 0.00%          | \$ -                 |
|   |               |                         |                     |                |                      |
| <b>Total Operating Expenses</b>         | \$ 87,113.00  | \$ -                    | \$ -                | 0.00%          | \$ 87,113.00         |
| <b>Capital Expenditures</b>             | \$ -          | \$ -                    | \$ -                | 0.00%          | \$ -                 |
| <b>TOTAL DIRECT EXPENSES</b>            | \$ 516,503.00 | \$ -                    | \$ -                | 0.00%          | \$ 516,503.00        |
| <b>Indirect Expenses</b>                | \$ 77,423.00  | \$ -                    | \$ -                | 0.00%          | \$ 77,423.00         |
| <b>TOTAL EXPENSES</b>                   | \$ 593,926.00 | \$ -                    | \$ -                | 0.00%          | \$ 593,926.00        |
| <b>Less: Initial Payment Recovery</b>   |               |                         | NOTES:              |                |                      |
| <b>Other Adjustments (DPH use only)</b> |               |                         |                     |                |                      |
|   |               |                         |                     |                |                      |
| <b>REIMBURSEMENT</b>                    |               | \$ -                    |                     |                |                      |

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

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Send to:  
Behavioral Health Services-Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103  
  
Or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment  
  
\_\_\_\_\_  
Authorized Signatory  
  
\_\_\_\_\_  
Date



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

**First Amendment**

THIS AMENDMENT (this “Amendment”) is made as of May 1, 2021, 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 a Request for Proposal (“RFP”) RFP 8-2017, issued on 8/17/17, RFP 1-2017 issued on 3/7/17, Sole Source San Francisco Administrative Code Chapter 21.42 approved on 6/23/20, and Request for Qualifications (“RFQ”) RFQ 17-2016 issued on 7/20/16, in which City selected Contractor as the highest qualified scorer pursuant to the solicitations; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract numbers: 46987-16/17 on 8/2/17, 40587 on 3/2/18, and 44670 16/17 on 6/19/17; and

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

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

- 1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2018 (Contract ID # 1000011308), 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 Article The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2021, unless earlier terminated as otherwise provided herein.

2.2 The City has 2 options to renew the Agreement for a period of one year each. 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: 07/01/2021-06/30/2022

Option 2: 07/01/2022-06/30/2023

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

2.1 The term of this Agreement shall commence on July 1, 2018 and expire on March 31, 2022, unless earlier terminated as otherwise provided herein.

2.2 The City has 1 options to renew the Agreement for a period of one year each. 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: 4/01/2022-6/30/2023

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

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the 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 Seven Hundred Fifty Seven Thousand Eight Hundred Six Dollars (\$9,757,806)**. 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 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 Eight Hundred Thousand One Hundred Thirteen Dollars (\$9,800,113)**. 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 Contract Amendments; Budgeting Revisions.** *The following is hereby added to Article 3 of the Agreement:*

### **3.7 Contract Amendments; Budgeting Revisions.**

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

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

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

**2.5 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) 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 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved. (Technology Errors and Omissions Coverage)

(f) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.



5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

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

5.1.4 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."

5.1.5 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.

5.1.6 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.

5.1.7 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.

5.1.8 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.

5.1.9 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.

5.1.10 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 **Indemnification.** *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.2 in its entirety:*

## 5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

2.8 **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.

**2.9 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.

**2.10 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        |

2.11 **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 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.

2.12 **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.

2.13 **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:*

10.17.1 **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.

2.14 **Incorporation of Recitals.** *The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.3 in its entirety:*

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

2.15 **Notification of Legal Requests** *is hereby added and incorporated into 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.

2.16 **Management of City Data and Confidential Information.** *The following is hereby added to Article 13 of the Agreement:*

### 13.5 **Management of City Data and Confidential Information**

13.5.1 **Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.5.2 **Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in

strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information 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 Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information 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 or Confidential Information 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 or Confidential Information 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.

**13.5.3 Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, 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.

- 2.17 Appendices A-1 through A-5 are hereby replaced in its entirety by Appendices A-1 through A-5, attached to this Amendment and fully incorporated within the Agreement.
- 2.18 Appendix B is hereby replaced in its entirety by Appendix B, attached to this Amendment and fully incorporated within the Agreement.
- 2.19 Appendices B-1 through B-5 are hereby replaced in its entirety by Appendices B-1 through B-5, attached to this Amendment and fully incorporated within the Agreement.
- 2.20 Appendix F is hereby replaced in its entirety by Appendix F, attached to this Amendment and fully incorporated within the Agreement.
- 2.21 Appendix J dated 7/1/ 2020 (i.e. July 1, 2020) is hereby added for 20-21.

### **Article 3 Effective Date**

Each of the modifications set forth in Section 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.

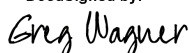
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

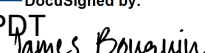
CONTRACTOR

Bayview Hunters Point Foundation

DocuSigned by:  
  
28527524752949F...  
Grant Colfax, MD  
Director of Health  
Department of Public Health

5/25/2021 | 2:12 PM PDT

Date

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James Bouquin  
Interim Executive Director

5/20/2021 | 4:07 PM PDT

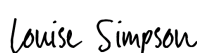
Date

Supplier ID number: 0000024522

Approved as to Form:

Dennis J. Herrera

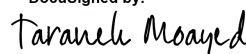
City Attorney

By: DocuSigned by:  
  
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Louise S. Simpson  
Deputy City Attorney

5/20/2021 | 4:20 PM PDT

Date

Approved:

DocuSigned by:  
  
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Sailaja Kurella  
Acting Director, Office of Contract  
Administration, and Purchaser

5/25/2021 | 3:26 PM PDT

Date

**Contract Name: Bayview Hunters Point Foundation for  
Community Improvement****Appendix A- 1****Program Name: Adult Behavioral Health****Contract Term:** 07/01/20 – 06/30/21**Funding Source:** Mh Adult Fed SCMCFFP (50%),  
MH Adult State 1991 MH Realignment, MH Adult  
County GF, MH Grant SAMHSA Adult SOC,  
DFCA 93.958**1. Identifiers:**

Program Name: Adult Behavioral Health  
 5815 Third Street, San Francisco, CA, 94124  
 Telephone: 415-822-7500 Fax: 415-822-9767  
 Website Address: www.bayviewci.org

Contractor Address: 150 Executive Park Blvd., Suite 2800, San Francisco, CA, 94134  
 Executive Director: Susan Watson (Interim Director)  
 Telephone: 415- 468-5100  
 Email Address: susan.watson@bayviewci.org

Program Director: Kimberly Yano  
 Telephone: 415- 822-7500x13  
 Email Address: Kimberly.yano@bayviewci.org  
 Program Code(s): 3851-3

**2. Nature of Document:**

☐ Original      ☒ Contract Amendment      ☐ Revision to Program Budgets (RPB)

**3. Goal Statement:**

To provide mental health services for the purpose of increasing stability, self-sufficiency and success in community living.

**4. Priority Population:**

Adult clients who meet the county's eligibility guidelines and admissions criteria however; with a focus on the residents in the Southeast neighborhoods of the city who are exposed to trauma, financial stress, homelessness and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. BVHPFCI makes every effort to serve all San Franciscans in need. Where a particular program is not the best fit, staff will make an appropriate referral either internally or to a co-service provider in San Francisco.

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

Please see Appendix B-1 CRDC page for detailed service breakdown.

Mental health services include: assessment (plan development, mental health evaluation), individual therapy, group therapy, collateral contact, case management, crisis intervention, outreach services/consultation services, and medication support services.



Based on current public health crisis due to COVID-19, both face to face and telehealth services will be made available to clients for all offered services.

## 6. Methodology:

### A. Outreach, recruitment, promotion, and advertisement

BVHPF IBHS conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff is also connected with the Bayshore and Embarcadero navigation centers and downtown SIP hotels to receive referrals to provide service to clients who are being placed in housing in the Southeast neighborhoods.

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

Clients served at BVHP IBHS must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

### C. Service delivery model

The BVHPF IBHS provides outpatient services that are primarily either clinic based or in a telehealth format but can be delivered when appropriate in the field or at client residences to improve access to care. The clinic will operate Monday through Friday from 9am-5pm. For all client cases, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHPF IBHS does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHPF IBHS will use evidence based practices for the treatment of clients including but not limited to: motivational interviewing, acceptance and commitment therapy (ACT), cognitive behavioral therapy (CBT), insight oriented therapy, family systems therapy, dialectical behavior therapy (DBT), and trauma focused approaches (ex.: cognitive processing therapy (CPT)).

Treatment will be administered using the following modalities:

- Assessment
- Individual Therapy
- Group Therapy
- Collateral services
- Targeted case management
- Medication support services
- Crisis intervention

**Program Name: Adult Behavioral Health****Contract Term:** 07/01/20 – 06/30/21**Funding Source:** Mh Adult Fed SCMCFFP (50%),  
MH Adult State 1991 MH Realignment, MH Adult  
County GF, MH Grant SAMHSA Adult SOC,  
DFCA 93.958**-Case management**

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through use of translation services provided by the Department of Public Health.

The Bayview Integrated Behavioral Health Service participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians. Priority referrals include Foster Care Mental Health, Child Protective Services (CPS), and Gold Cards (high risk, frequent service users).

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

The exit criteria for BVHPF IBHS are based upon attainment of the goals and desired outcomes outlined in the treatment plan of care. Staff will continually track client progress and will use a step down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkages to desired resources such as case management, housing support, medical care and/or vocational training so that clients have a network of continuous resources.

**E. Program staffing**

The BVHPF IBHS is staffed with licensed and license-eligible marriage and family therapists, social workers, psychologists and licensed board certified psychiatrists. All staff is dedicated to serving the community and are responsive to issues of ethnicity, culture, language and gender. Ongoing trainings and supervision are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHPF IBHS is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also working to re-start its practicum training program to bring more developing professionals into the community mental health field.

**F. 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 20-21.

**G. Continuous Quality Improvement:**

Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality

assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPF IBHS abides by the guidelines and mandates as described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

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

The Bayview Integrated Behavioral Health Service follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Avatar reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If a particular staff member is found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

#### B. Quality of documentation

The BVHPF IBHS identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participates in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All new staff is subject to ongoing documentation review and co-signing by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to MediCal standards. Once a staff member no longer requires a co-signer, their notes, assessments and treatment plans are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency.

Typically the adult services program also monitors documentation via a staff PURQC (Program Utilization Review Quality Committee) structure which meets weekly for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

Since the shelter in place on March 17, 2020, the official PURQC process has been pause, however, we have continued to have clinicians review their documentation as if PURQC were being conducted in the standard format to ensure that the practice is upheld and we are adhering to prescribed standards for service allotment.

#### C. Cultural Competency

CID#: 1000011308

**Program Name: Adult Behavioral Health****Contract Term:** 07/01/20 – 06/30/21**Funding Source:** Mh Adult Fed SCMCFFP (50%),  
MH Adult State 1991 MH Realignment, MH Adult  
County GF, MH Grant SAMHSA Adult SOC,  
DFCA 93.958

The Bayview Hunters Point Foundation recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally-relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and other on-site trainings. Guest presenters in particular will be included in on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

#### **D. Client Satisfaction**

The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff, and clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

#### **E. Timely completion and use of outcome data**

The Bayview Integrated Behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including CANS and ANSA data. All required resource documents are completed within the timelines designated by CBHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year, and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

#### **H. Required Language: N/A**

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

**Contractor Name :** Bayview Hunter Point Foundation**Program Name:** Schoolbased Centers Balboa**Appendix A-2****Contract Term:** 07/01/20- 06/30/21**Funding Source:** MHMHS (PEI)**1. Identifiers:**

Program Name: School-based Centers Balboa

Program Address: 1000 Cayuga Avenue Room 156

City, State, ZIP: San Francisco CA 94112

Telephone: 415.469.4512 FAX: 415.337.2135

Website Address: <https://www.sfhealthnetwork.org/primary-care-3/community-health-programs-for-youth-chpy/>

Contractor Address: 150 Executive Park Blvd, Suite 2800

City, State, ZIP: San Francisco, CA 94134

Person Completing this Narrative: Owen Morse, Administrative Coordinator

Telephone: (415) 575-5781

Email Address: [owen.morse@sfdph.org](mailto:owen.morse@sfdph.org)

Program Code(s): RU 38518

**2. Nature of Document:**
☐ Original      ☒ Contract Amendment      ☐ Revision to Program Budgets (RPB)
**3. Goal Statement:**

To work from a comprehensive school-based clinic at the San Francisco Unified School District's (SFUSD) Balboa High School, the Balboa Teen Health Center (BTHC) will provide prevention and early intervention behavioral health services including (1) prevention activities that address stigma, and increase awareness of and access to services, (2) screening, assessment, short-term crisis and individual/group counseling services to students and their families and to integrate completely into the student support efforts at the High School provided through the SFUSD school faculty and Wellness Center staff.

**4. Priority Population:**

- Age: Youth ages 11-19
- Gender: Female, Male, Gender Non-Binary, and Transgender.
- Economic Status: Predominantly youth from low income families and foster care, including many youth whose families are on some form of General Assistance
- Ethnic background and language needs: Latino, Asian, Pacific Islander, African American, Filipino, White, and Mixed Race; Includes a significant number of youth whose families are recent newcomers to the United States
- Languages: English, Spanish, Chinese, and other; some interpretation services available
- Zip codes primarily served: 94112, 94134, 94131, 94124, 94127, and 94110.

**Contractor Name :** Bayview Hunter Point Foundation**Program Name:** Schoolbased Centers Balboa**Appendix A-2****Contract Term:** 07/01/20- 06/30/21**Funding Source:** MH MHSa (PEI)**5. Modality(s)/Intervention(s):**

See the Appendix B CRDC page.

| Units of Service (UOS) Description | Units of Service | Number of Clients | Unduplicated Clients (UDC) |
|------------------------------------|------------------|-------------------|----------------------------|
| Leadership Development             | 140              | 20                |                            |
| Outreach and Engagement            | 128              | 1200              |                            |
| Screening and Assessment           | 215              | 215               |                            |
| Crisis Intervention                | 50               | 20                |                            |
| Training and Coaching              | 100              | 10                |                            |
| Mental Health Consultation         | 100              | 125               |                            |
| Individual Therapeutic Services    | 860              | 105               |                            |
| Group Therapeutic Services         | 180              | 50                |                            |
| Total UOS Delivered                | 1735             |                   |                            |
| Total UDC Served                   |                  |                   | 1200                       |

**Leadership Development (MHSa Activity Category)**

(1) Patient Advisory Council (PAC): The behavioral health lead will partner with BTHC staff health educators, and work with collaboration from SFUSD Balboa Wellness Center Coordinator and Health Outreach Worker to: (1) train 6-10 peer advocates/educators from amongst the Balboa High School students -the PAC members themselves - and (2) will work in tandem with PAC members, providing oversight to develop education and outreach materials and content.

Presentations developed will, (a) address the issue of stigma related to youth accessing BH services, (b) educate on minor consent and access to services, and (c) present several behavioral health issues common to our target population with support options.

Timeline: July 2020- June 2021: ongoing peer development and training

UOS: 140 hours leadership development - youth training/development

**Outreach and Engagement (MHSa Activity Category)**

(2) Classroom presentation outreach and engagement: A BTHC staff Health Educator and the PAC will work with the SFUSD Wellness coordinator and health education faculty to organize and facilitate PAC-

**Contractor Name :** Bayview Hunter Point Foundation**Program Name:** Schoolbased Centers Balboa**Appendix A-2****Contract Term:** 07/01/20- 06/30/21**Funding Source:** MHMHS (PEI)

lead peer education health presentations, in particular in Balboa 9<sup>th</sup> grade Health and Life-Skills classes. Topics will include minor consent laws, access to services for youth, anti-stigma messaging as it relates to youth and BH services, healthy relationships, and other relevant topics. The PAC will also reach other students through school-wide and local community events and health fairs and through Bal-TV.

In addition, the BTHC Health Educator will conduct classroom presentations on key health topics which are cogent to behavioral health- such as healthy relationships, sexuality, and hygiene- with youth who have been detained at the Juvenile Justice Center. These presentations will highlight services available to youth at DPH Community Health Programs for Youth (CHPY) Clinics, of which BTHC is one.

Timeline: August/September 2020: revise classroom presentations as needed

October 2020: Coordinate group trainings with classroom teachers and health educator or PAC members- prepare to implement lessons.

October 2020 – June 2021: implement classroom outreach/lessons

UOS: 60 hours outreach and engagement (20 classes (1.5 hours each) + 1.5 hours preparation for each class)

Parent/ Family/ Community outreach and engagement: With guidance from staff Health Educators and the High School's Community Youth Outreach Worker (CHOW) The PAC will attend the school's Parent-Teacher-Student Association (PTSA) meetings, and develop and provide four annual health presentation at them, inviting students, their parents and other family members, Balboa High School teachers and administrators, and others to attend. These informational presentations will highlight health issues that the PAC feels are relevant, relating to youths' lives (health, vaping, communication) and accessing care. They will serve to help parents to understand normal adolescent development, identify issues impacting positive development, and address parental roles in supporting healthy youth. As an incentive for participation, students will receive community service hours (25 hours required per school year in order to graduate on stage at the end of senior year) for attending these meetings with a parent/guardian. In addition, BTHC/Wellness staff will work with parent liaisons at Balboa High School to inform parents of services available through the Wellness Center and to engage them in outreach activities. This may include staff attendance and presentations at monthly school and utilizing the PTSA newsletter to send out information and elicit feedback on a monthly basis. SFUSD Wellness staff, BTHC staff, and PAC members, will also participate in periodic clinic open houses, during school-wide parent events- inviting families to come and see the clinic and learn about its services.

Timeline: September 2020-June 2021:

UOS: 68 hours total (4 45-minute presentations + 16 hours preparation per presentation + 2 clinic open houses at 2 hours each)

### Screening and Assessment (MHSA Activity Category)

#### (3) Screening: 120 youth

Any student can self-refer for behavioral health services at BTHC. However, students are most often referred for screening and assessment by someone other than themselves including a friend or parent, school faculty, intra-clinic referral, or from another agency or school. Behavioral health staff meets with the student to screen (identify issues) and assess (determine level of need for intervention). During the assessment phase, staff also determines whether the client meets criteria for minor consent or requires parental consent to continue to treatment phase.

**Contractor Name :** Bayview Hunter Point Foundation**Program Name:** Schoolbased Centers Balboa**Appendix A-2****Contract Term:** 07/01/20- 06/30/21**Funding Source:** MHMHS (PEI)

When indicated, parents and/or other family members may be requested to participate in services with their child. In these cases, the family will be asked to come in for an assessment visit which may lead to an agreement for time limited treatment.

Timeline: July 2020 – June 2021, services are ongoing

UOS: 120 hours screening (120 youth/families X average 60 minute screening)

Assessment: 95 youth will be assessed for services

Timeline: services are ongoing July 2019 – June 2020

UOS: 95 hours assessment services (95 youth X one hour)

Crisis Response (MHSA Activity Category)

(4) Crisis intervention: will be provided as needed; this may include both individual and group services;

Timeline: services are ongoing August 2020 – June 2021

UOS: 50 hours crisis intervention (20 youth X 2.5 hour's average time spent/client)

Training and Coaching (MHSA Activity Category)

(5) BTHC Behavioral Health Staff will participate in weekly case-conference reviews, which will include all behavioral health clinicians at BTHC, any graduate student interns working with the program, and program Health Educators. BTHC BH staff will also participate in monthly All DPH division-wide (Primary Care, Community Health Programs for Youth) Conference/Consulting Groups which will include mental health providers from all CHPY sites and focus partially on potential opportunities for integration of services across CHPY sites.

In addition, key staff will participate in Behavioral Health seminars and conferences throughout the year.

Timeline: July 2010 – June 2021: weekly and monthly consultation groups

UOS: 100 hours training and coaching (40 weekly BTHC team meetings + 10 monthly CHPY team meetings at an average of 2 hours per meeting + time for additional staff trainings)

Mental Health Consultation (MHSA Activity Category)

(6) Staff Consultation: these services included BTHC staff participation in school-based meetings such as Student Success Teams and other student oriented meetings. Staff will also work with individual teachers or other agency staff on behalf of client/family needs. Staff will attend a minimum of 40 school-based meetings and consult with a minimum of 50 adults.

Timeline: September 2020 – June 2021: services are ongoing

UOS: 50 hours group consultation (25 meetings X 2 hours each)

UOS: 50 hours individual consultation (100 individual consults X 30 minutes average)

## Early Intervention Services and Strategies



**Contractor Name :** Bayview Hunter Point Foundation**Program Name:** Schoolbased Centers Balboa**Appendix A-2****Contract Term:** 07/01/20- 06/30/21**Funding Source:** MHMHS (PEI)

Youth N= 155 (105 individual, 50 group with duplication)

+ Family members/Other Adults as indicated

UOS = 1040

### Individual Therapeutic Services (MHSA Activity Category)

(7) Brief individual/family therapy: utilizing motivational interviewing, CBT, brief therapy, and systems theory, a minimum of 100 youth will access individual and family services

UOS: 860 hours individual therapy/counseling (105 youth/families x average 6 one hour sessions plus average 2 hour charting time per youth – includes youth already screened/assessed from prior year)

### Group Therapeutic Services (MHSA Activity Category)

(8) Groups: High School/ Various: This year BTHC will offer a minimum of 3 group series to meet student needs as determined by student feedback, BHS faculty and staff input, and clinic capacity.

UOS: 180 hours (60 groups x 3 hours group/prep/charting)

## **6. Methodology:**

A. The services of Balboa Teen Health Center are targeted to youth that live and/or go to school in the Southeast Sector of San Francisco, particularly the students of Balboa High School. In order to promote services and recruit participants, BTHC maintains an active role in school events in the central quad. In recent months, as the High School communities health programming has expanded, BTHC staff has also begun working alongside SFUSD Wellness Center staff – working in tandem with the assigned Wellness Coordinator and Community Outreach Worker (CHOW) to reach student community members, provide them with health education, and make them aware of services they can access at the clinic.

Additionally, as a component of the Comprehensive Sexual Health Education conducted by BTHC health educators annually with all Balboa HS freshmen, students are given tours of the clinic which include a description of the services available and a Q and A session with Clinic staff. The Balboa Teen Health Center has a PAC, which is comprised annually of 12+ students from Balboa High School. PAC members play a very active role in developing and implementing the outreach and engagement components of the BTHC Outpatient Behavioral Health Program. PAC members also provide classroom interventions in collaboration with BTHC health educators, presenting on issues including minor consent and mental health counseling. Additionally, the PAC provides a vital sounding board for Behavioral Health staff, providing general feedback on services provided and ideas for how services could be made more youth positive and accessible.

B. Eligibility criteria for PAC membership: (1) brief written application; (2) interviewed by current PAC members who vote on new membership with Coordinator input.

Intake criteria for individual and group services: services are available to any SFUSD student ages 12-19; whether students are self-referred or referred by someone else, all are screened and assessed, and for those youth who consent to services, goals are developed by mutual agreement between client and counselor.

**Contractor Name :** Bayview Hunter Point Foundation**Program Name:** Schoolbased Centers Balboa**Appendix A-2****Contract Term:** 07/01/20- 06/30/21**Funding Source:** MHMHS (PEI)

C. BTHC is open Monday, Tuesday, Thursday, and Friday between the hours of 8:00 am and 4:30 pm, and on Wednesdays from 8:00am to 1:00pm (to allow for administrative time and meetings on Wednesday afternoons). In addition, BH services may be offered later in the evening to accommodate family involvement if needed. Direct services are provided in clinic, in classrooms, and in some instances in the community. Outreach and engagement services are provided through use of social media (BaITV, school loop, web-based, etc) and through outreach events (PTSA meeting presentations, classroom presentations, etc.).

BTHC has made considerable efforts to develop a truly multidisciplinary team that provides a seamless, comprehensive system of care for clients which includes:

- Warm handoffs between disciplines including utilizing a behaviorist model in primary care, which tends to work equally as well with health education.
- Use of weekly all-staff client review so that medical, behavioral and education staff can all contribute to treatment plans, and share information to support client success.
- Close working relationships with Balboa High School faculty and Administration (the most significant referral source for BTHC's programs)
- Single point of intake- whichever discipline students' access first completes the preliminary steps for intake (i. e. consents signed, HIPPA signed, psychosocial history completed, etc.) so that this process does not need to be repeated if a client accesses several services.
- Linkages: Collaborative relationships are in place to provide additional services for specific populations including:
  - Huckleberry Youth Programs, Larkin Street Youth Services, 3<sup>rd</sup> Street Youth Center and Clinic, LYRIC -access to supportive services and housing for youth through CHPY partner agencies
  - Cole Street Youth Clinic, Burton Wellness Center, Willie Brown Wellness Center, Larkin Street Youth Clinic, Dimensions Clinic, 3<sup>rd</sup> Street Youth Clinic, New Generation Health Center- access to additional healthcare services for different youth populations through CHPY network clinics.

D. Youth will show readiness for discharge by successfully completing treatment plan goals which may include (1) successful strategies for dealing with stress and mental health issues in the family or with peers (if identified), (2) increased school attendance, participation (3) reduced risky sexual behaviors and increased safer sex practices for those youth who identify, and (4) improved health habits as compared to baseline measures particularly related to nutrition, sleep, exercise, and mood. Successful completion may also be tied to youth's ability to follow through and engage in other services they are referred to to support and maintain positive life changes

E. BTHC Behavioral Health Services staff includes 3 full time mental health/substance abuse counselors (therapists), up to 2 graduate interns, and 1 full time Health Educator and Outreach worker. Outreach and Engagement and Leadership Development activities are conducted by all BH Services staff. Crisis Intervention and Screening and Assessment are provided by staff Therapists and Graduate Interns. Training and Coaching are conducted with the participation of all staff. Mental Health Consultation is provided by staff Therapists and secondarily by Graduate interns. Individual and Group Therapeutic services are provided by staff and Therapists and Graduate Interns. In addition to MHSA funding, this program receives support SFDPH General Funds and from SFUSD General Funds; MHSA does not support health education staff or any SFUSD Wellness Center staff; MHSA funding provides support for therapist position staffing.

**Contractor Name :** Bayview Hunter Point Foundation**Program Name:** Schoolbased Centers Balboa**Appendix A-2****Contract Term:** 07/01/20- 06/30/21**Funding Source:** MHMHS (PEI)**7. Objectives and Measurements:**

**All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance Objectives FY 20-21**

**8. Continuous Quality Improvement:**

1. All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance Objectives FY 20-21
2. As a DPH managed program within the Primary Care division, Community Health Programs for Youth (CHPY), over the past months BTHC has transitioned to using the Epic Electronic Health Record. Continuing into this fiscal year, we have participated in the development and perfection of both standardized and specific work-flows for Behavioral Health services for Adolescent and Transitional Aged Youth within Epic. These work-flows will ensure a standardization in documentation practices, adherence, compliance, and quality. CHPY Behavioral Health leadership will perform documentation audits on all CHPY assigned behavioral health clinicians twice annually.
3. BTHC adheres to DPH and SFUSD mandated requirements for cultural competency, including but not limited to making multilingual signage and forms available to clients, ensuring that health education, and promotion materials are reflective of our ethnically diverse client population, and ensuring that planned outreach events and programming are reflective of and responsive to this diversity as well. In FY 2020-21, as part of the monthly CHPY All Staff meetings series, therapists and health educators at BTHC, as well as the medical and auxiliary staff they work alongside, will participate in cultural competency focused trainings and exercises. Clinicians, providers, and CHPY leadership will also attend a series of equity focused trainings throughout the year, designed to highlight efforts and methodology to overcome and be conscious of health disparities in San Francisco.
4. In FY 20-21 BTHC plans to implement a discharge survey to all behavioral health clients, as a tool for tracking client satisfaction and identifying service delivery issues that need to be addressed. This survey will be administered throughout the year on an ongoing basis and results will be tabulated on a quarterly basis, allowing BTHC behavioral health staff to discern issues and complications as they arise. In addition, BTHC will continue to make use of the PAC as a resource for client and youth feedback and input on our services.
5. Timely completion and use of outcome data, including, but not limited to, CANS and/or ANSA data (Mental Health Programs only) or CalOMS (Substance Use Disorder Treatment Programs only). As a tool for tracking both Behavioral Health indicators and outcomes, BTHC is joining the rest of DPH Primary Care in implementing the Behavioral Health Vital Signs (BHVS) evaluative tool. The BHVS module developed specifically for adolescents includes administering the PHQ-2 and PHQ-9A (when PHQ2 is positive) depression assessments with all incoming clients, and then referring clients scoring 9 or higher to BH services. Thereafter, clients will be reevaluated using the same tool and protocol in order to ensure that interventions were successful

**9. Required Language:**

N/A

**Contractor Name :** Bayview Hunter Point Foundation

**Program Name:** Schoolbased Centers Balboa

**Appendix A-2**

**Contract Term:** 07/01/20- 06/30/21

**Funding Source:** MHMHS (PEI)

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

N/A

Program Name: Children Outpatient

Contract Term: 07/01/20 – 06/30/21

Funding Source: MHCYF Fed SDMC FFP (50%),  
MHCYF State 2011 PSR-EPSDT, MHCYF County  
Local Match, MHCYF County GF

**1. Identifiers:**

Program Name: Children Outpatient

Program Address: 5815 Third Street, San Francisco, CA, 94124

Telephone: 415-822-7500 Fax: 415-822-9767

Website Address: www.bayviewci.org

Contractor Address: 150 Executive Park Blvd., Suite 2800, San Francisco, CA, 94134

Executive Director: Susan Watson (Interim)

Telephone: 415- 468-5100

Email Address: susan.watson@bayviewci.org

Program Director: Kimberly Yano

Telephone: 415- 822-7500x13

Email Address: Kimberly.yano@bayviewci.org

Program Code(s): 3851-6

**2. Nature of Document:**

☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

**3. Goal Statement:**

To provide mental health services to young community members and their families that will support healthy development and improve functioning in the home, school and community.

**4. Priority Population:**

Youth under the age of 18 years within the SFUSD's Bayview Superintendent Zone and who meet the county's eligibility guidelines and admissions criteria with a primary focus on residents in the Southeast neighborhoods who have been exposed to trauma, familial financial stress, homelessness and family conflict in addition to mental health issues and sometimes co-occurring substance use/abuse. BVHPFCI makes every effort to serve all San Franciscans in need. Where a particular program is not the best fit, staff will make an appropriate referral, either internally or to a co-service provider in San Francisco.

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

Please see Appendix B-1 CRDC page for detailed service breakdown.

Mental health services include: assessment (plan development, mental health evaluation), individual therapy, group therapy, family therapy, collateral contact, case management, crisis intervention and outreach services/consultation services.

Based on the current public health crisis due to COVID-19, both face to face and telehealth services will be made available to clients for all offered services. When in person classes resume for SFUSD, school based services will be provided as well.

CID#: 1000011308

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Program Name: Children Outpatient

Contract Term: 07/01/20 – 06/30/21

Funding Source: MH CYF Fed SDMC FFP (50%),  
MH CYF State 2011 PSR-EPSDT, MH CYF County  
Local Match, MH CYF County GF

## 6. Methodology:

### A. Outreach, recruitment, promotion, and advertisement

BVHPF IBHS conducts community engagement and outreach by connecting with clients directly through activities within Bayview Hunters Point, Potrero Hill and Visitation Valley. Staff are also partnering more closely with local schools and youth service organizations to encourage access to care.

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

Clients served at BVHPF IBHS must meet the eligibility requirements of CBHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled. If clients are in-between counties, they can be seen for services for up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco. Services can also be made available to clients if income levels are within the state's uniform fee schedule for community mental health services.

### C. Service delivery model

The BVHPF IBHS provides outpatient services that are primarily either clinic based or in a telehealth format but can be delivered when appropriate in the field or at client residences to improve access to care. The clinic will operate Monday through Friday from 9am-5pm. For all client cases, close monitoring and oversight will be conducted by the assigned clinician for the purpose of assessing the client's needs at different stages of their change and recovery process. This ongoing evaluation guides decisions regarding the appropriate frequency of services. The BVHPF IBHS does not have set program time limits and instead relies on the ongoing establishment of medical necessity to determine a client's length of treatment.

The clinicians and trainees of BVHPF IBHS will use evidence based practices for the treatment of clients including but not limited to: motivational interviewing, acceptance and commitment therapy (ACT), cognitive behavioral therapy (CBT), insight oriented therapy, family systems therapy, dialectical behavior therapy (DBT), and trauma focused approaches (ex.: cognitive processing therapy (CPT)).

Treatment will be administered using the following modalities:

- Assessment
- Individual Therapy
- Group Therapy
- Family therapy
- Collateral services
- Targeted case management
- Crisis intervention
- Case management

Program Name: Children Outpatient

Contract Term: 07/01/20 – 06/30/21

Funding Source: MH CYF Fed SDMC FFP (50%),  
MH CYF State 2011 PSR-EPSDT, MH CYF County  
Local Match, MH CYF County GF

All services will be provided in the client's preferred language utilizing staff that can provide bi-/multi-lingual services and/or through use of translation services provided by the Department of Public Health.

The Bayview Integrated Behavioral Health Service participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians. Priority referrals include Foster Care Mental Health, Child Protective Services (CPS), and Child Crisis.

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

The exit criteria for BVHPF IBHS are based upon attainment of the goals and desired outcomes outlined in the treatment plan of care. Staff will continually track client progress and will use a step down approach when appropriate to decrease the frequency of treatment to prepare the clients for autonomous functioning in the community. At the point of discharge, staff will have provided linkages to desired resources such as case management, ongoing educational support and/or vocational training so that clients have a network of continuous resources.

#### E. Program staffing

The BVHPF IBHS is staffed with licensed and license-eligible marriage and family therapists, social workers, psychologists and licensed board certified psychiatrists. All staff are dedicated to serving the community and are responsive to issues of ethnicity, culture, language and gender. Ongoing trainings and supervision are provided to ensure that clinicians maintain awareness of best practices and competent care.

The BVHPF IBHS is focused on ongoing staff recruitment to fill program vacancies as quickly as possible. The program is also working to re-start its practicum training program to bring more developing professionals into the community mental health field.

#### F. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Children, Youth and Families Performance objectives FY 20-21.

#### G. Continuous Quality Improvement:

Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPF IBHS abides by the guidelines and mandates as

Program Name: Children Outpatient

Contract Term: 07/01/20 – 06/30/21

Funding Source: MH CYF Fed SDMC FFP (50%),  
MH CYF State 2011 PSR-EPSDT, MH CYF County  
Local Match, MH CYF County GF

described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

A. Achievement of contract performance objectives and productivity

The Bayview Integrated Behavioral Health Service follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and adherence to delivery of service timelines. Avatar reports provide critical staff and program information relative to required charting, documentation timelines, staff activity, caseloads, billing categories and other current data which are useful in evaluating the clinic's progress with meeting contract deliverables and performance objectives. If particular staff are found to be underperforming individual meetings are held to understand the nature of the issue and to collaboratively develop a remediation plan.

B. Quality of documentation

The BVHPF IBHS identifies any areas of improvement needed in clinical services through regular chart reviews and staff evaluations. In line with meeting quality assurance guidelines, all clinical staff participate in regularly scheduled clinical case conferences which provide ongoing opportunities for case presentation, plan development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning. All new staff are subject to ongoing documentation review and co-signing by the clinical supervisor. The duration of this type of oversight is left to the discretion of the supervisor to determine when a staff member is consistently documenting services according to Medi-Cal standards. Once a staff member no longer requires a co-signer, their notes, assessments and treatment plans are still reviewed quarterly for a proportion of their caseload in order to ensure quality and consistency.

Typically the adult services program also monitors documentation via a staff PURQC (Program Utilization Review Quality Committee) structure which meets weekly for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety.

Since the shelter in place on March 17, 2020, the official PURQC process has been paused. However, we have continued to have clinicians review their documentation as if PURQC were being conducted in the standard format to ensure that the practice is upheld and we are adhering to prescribed standards for service allotment.

C. Cultural Competency

The Bayview Hunters Point Foundation recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally-relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and

CID#: 1000011308

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**Program Name: Children Outpatient**

**Contract Term:** 07/01/20 – 06/30/21

**Funding Source:** MH CYF Fed SDMC FFP (50%),  
MH CYF State 2011 PSR-EPSDT, MH CYF County  
Local Match, MH CYF County GF

needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and other on-site trainings. Guest presenters in particular will be included in on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

**D. Client Satisfaction**

The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff, and clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

**E. Timely completion and use of outcome data**

The Bayview Integrated Behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including CANS and PSC-35 data. All required resource documents are completed within the timelines designated by CBHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year, and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

**H. Required Language: N/A**

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

**Contractor Name :** Bayview Hunter Point Foundation  
for Community Improvement (Fiscal Intermediary)

**Appendix A- 4**

**Program Name:** Dimensions LGBT Outpatient

**Contract Term:** 07/01/20 – 06/30/2021

**Funding Source:** MH WO CYF Dimensions Clinic, MH CYF  
County GF WO CODB

### 1. Identifiers:

Program Name: Dimensions LGBT Outpatient  
Program Director: Carol Taniguchi  
Program Address: 995 Potrero Avenue (1st floor - Ward 81)  
City, State, ZIP: San Francisco CA 94112  
Telephone: (628) 217-6911  
Website Address: <https://dimensionsclinicsf.com>

Contractor: Bayview Hunters Point Foundation - Fiscal Intermediary  
Contractors Address: 150 Executive Park, Suite 2800,  
City, State, ZIP: San Francisco, CA 94134  
Telephone: (415) 468-5100  
Executive Director: Susan Watson  
Website Address: <https://bayviewci.org/>

Program Coordinator: Owen Morse  
Telephone: (415) 425-1790  
Email Address: [owen.morse@sfdph.org](mailto:owen.morse@sfdph.org)

Program Code(s): NA

### 2. Nature of Document:

☐ Original      ☒ Contract Amendment      ☐ Revision to Program Budgets (RPB)

### 3. Goal Statement

As a Fiscal Intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide one full-time therapist to support a portion of the Behavioral Health activities of the Dimensions Clinic. The Dimensions Clinic provides primary care and behavioral health services (mental health and substance use counseling). The goal of the provided staff is to provide short-term group and individual behavioral health counseling to youth, ages 12-25 who identify as lesbian, gay, bisexual, transgender and/or queer (LGBTQ) as well as providing pre-surgical assessments for gender affirming surgeries.

### 4. Primary Population:

Transitional aged youth (TAY) ages 16-24, and other youth aged twelve to twenty-five who identify as lesbian, bisexual, transgender, and/or queer (LGBTQ). While the Bayview Hunters Point Foundation/Dimensions welcomes and serves all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of young people who identify as lesbian, gay, bisexual, transgender and/or queer.

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

**Contractor Name :** Bayview Hunter Point Foundation  
for Community Improvement (Fiscal Intermediary)

**Appendix A- 4**

**Program Name:** Dimensions LGBT Outpatient

**Contract Term:** 07/01/20 – 06/30/2021

**Funding Source:** MH WO CYF Dimensions Clinic, MH CYF  
County GF WO CODB

As a fiscal intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide all human resources related services for the staff therapist. Bayview Hunters Point Foundation for Community Improvement shall work with DPH Community Health Programs for Youth (CHPY) to ensure that fiscal reporting and payments related to the staff are accurate.

The Dimensions Clinic provides comprehensive care, including primary care, sexual health, HIV prevention and education, case management, short-term behavioral health services, and referrals and linkages to other youth services, in the Castro-Mission Health Center as well as greater San Francisco community. The Dimensions Clinic is primarily staffed by the Department of Public Health (DPH). Bayview Hunters Point Foundation for Community Improvement provides two staff to support a portion of Dimensions' behavioral health programming by conducting groups, bio-psycho-social assessments, short-term individual counseling and resource linkage with Dimension clients.

#### **6. Methodology:**

Bayview Hunters Point Foundation for Community Improvement staff shall provide short-term behavioral health counseling in appropriate settings in order to engage Dimensions' clients, help them learn coping mechanisms and self-sufficiency, and connect them to other community services. Services take place at the following sites: Castro Mission Health Center/ Dimensions and Lavender Youth and Recreation Center (LYRIC).

#### **7. Outcome Objectives and Measurements**

Bayview Hunters Point Foundation for Community Improvement staff shall provide groups and individual short-term counseling to over 40 youth in FY 2020-21.

35 or more of the clients seen by Foundation Staff for individual counseling will return for 3 or more encounters.

20 or more of the Foundation Staff's group and individual short-term counseling clients will be referred to Dimensions Medical services.

Outcome and process data will be collected by Foundation staff as behavioral health counseling is conducted and will be tracked using Epic, the San Francisco Department of Public Health electronic health record. Tracking will include all encounters recorded to record utilization, psycho-metric tools typically found in primary care settings to display improvements (i.e. Patient Health Questionnaire 9, PHQ-9 and Car, Relax, Alone, Forget, Friends, Trouble- CRAFFT). The data shall be compiled 45 days after the close of each fiscal year by CHPY staff.

#### **8. Continuous Quality Improvement**

Bayview Hunters Point Foundation for Community Improvement shall meet with CHPY Clinical Lead to develop Quality Improvement plans, as needed, related to the outreach and engagement portion of the Dimensions Clinic.

#### **9. Required Language:**

N/A

**Contractor Name :** Bayview Hunter Point Foundation  
for Community Improvement (Fiscal Intermediary)

**Appendix A- 4**

**Program Name:** Dimensions LGBT Outpatient

**Contract Term:** 07/01/20 – 06/30/2021

**Funding Source:** MH WO CYF Dimensions Clinic, MH CYF  
County GF WO CODB

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

N/A

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|--|---|
| <b>Contractor Name:</b> Bayview Hunters Point Foundation for Community Improvement | <b>Appendix A-5</b>   |
| <b>Program Name:</b> Jelani Family Residential Step-Down Program                   | <b>Contract Term:</b> 07/01/2020—06/30/2021   |
|  | <b>Funding Source:</b> SUD Fes SABG Discretionary, CFDA 93.959, SUD County GF (MCO) |

**1. Identifiers:**

Program Name: Jelani Family Residential Step-Down Program  
 Program Address: 1638 Kirkwood Street, San Francisco, CA 94124  
 Telephone: (415) 814-3254  
 Website Address: [www.bayviewci.org](http://www.bayviewci.org)

Contractors Address: 150 Executive Park, Suite 2800, CA 94134  
 Interim Executive Director: Susan Watson  
 Telephone: (415) 468-5100  
[Susan.Watson@bayviewci.org](mailto:Susan.Watson@bayviewci.org)

Program Director: Pamela Gilmore  
 Telephone: (415) 814-3254  
[pamela.gilmore@jelanihouse.org](mailto:pamela.gilmore@jelanihouse.org)

Program Code(s): 38502 / 38505

**2. Nature of Document:**

☐ Original      ☐ Contract Amendment      ☒ Request for Program Budget (RPB)

**3. Goal Statement:**

To provide a long-term safe living space place that is supportive of recovery for residents after completing an inpatient treatment program.

**4. Priority Population:**

Adults San Francisco residents recovering from substance use, who have completed an inpatient clinical treatment program and require temporary housing (up to 24 months), which may include children and family members if reunification is central to transition and legally permissible for the resident. While the Bayview Hunters Point Foundation JFRSD Program welcomes and serves all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of men, women and families in the African American and Latinx communities residing in District 10 (Southeast Sector of San Francisco - Bayview Hunters Point, Sunnyside, Potrero Hill) At-risk populations are prioritized within all groups.

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| <b>Contractor Name:</b> Bayview Hunters Point Foundation for Community Improvement | <b>Appendix A-5</b>   |
| <b>Program Name:</b> Jelani Family Residential Step-Down Program                   | <b>Contract Term:</b> 07/01/2020—06/30/2021   |
|  | <b>Funding Source:</b> SUD Fes SABG Discretionary, CFDA 93.959, SUD County GF (MCO) |

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

See Appendix B CRDC page

## 6. Methodology:

Jelani Family Residential Step-Down is supportive of recovery for clients who are transitioning from a more restrictive residential treatment to a less restrictive, longer term residential facility in the community. JFRSD provides a temporary, drug and alcohol free environment to residents that are actively engaged in outpatient treatment for medically necessary SUD provided to the client off-site.

The JFRSD services are available to beneficiaries who are stepping down from inpatient/residential substance use disorder treatment. Clients must be concurrently in treatment, specifically in outpatient (OP), intensive outpatient (IOP), Opioid Treatment Program (OTP), or Outpatient (aka: Ambulatory) Withdrawal Management (OP-WM) settings.

JFRSD is A sub-acute, short-termed, residential facility that provides support and access to outpatient treatment in a 24 hour staffed, open home-like environment. The program is not clinical in nature and as such care management and 24/7 monitoring are the primary direct services. Jelani Family will provide assistance in building life skills (e.g. resume and scheduling assistance, time management practices) and will also maintain a calendar of external service opportunities available to residents.

Jelani Family JFRSD Program will focus on providing housing to those who match the outlined criteria. The program offers storage for food and personal items but does not provide these and other basic necessities except upon admittance into the program.

The main function of the care management services is to facilitate connections to outside providers. Each client is responsible for making and maintaining these service relationships on their way toward complete independence. When appropriate, the care manager may make the residential facility available to external programs.

Indirect services include outpatient services but shall not be limited to Clinical treatment

- Support groups
- Employment counseling
- Family counseling
- Financial assistance
- Transportation
- Education

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| <b>Contractor Name:</b> Bayview Hunters Point Foundation for Community Improvement | <b>Appendix A-5</b>   |
| <b>Program Name:</b> Jelani Family Residential Step-Down Program                   | <b>Contract Term:</b> 07/01/2020—06/30/2021   |
|  | <b>Funding Source:</b> SUD Fes SABG Discretionary, CFDA 93.959, SUD County GF (MCO) |

## 7. Objectives and Measurements:

All objectives and descriptions of how objectives will be measured, are contained in the BHS document entitled “Behavioral Health Services - Adult and Older Adult Performance Objectives – FY20-2021”

### a. Individualized Objectives

None

## 8. Continuous Quality Improvement (CQI):

The Bayview Hunters Point Jelani Family Program CQI activities are designed to enhance, improve and monitor quality of services.

A. The Program will identify areas of improvement through chart reviews and case conferences which are conducted on a quarterly basis. Avatar reports will be reviewed and reconciled on a monthly basis by the Intake & Billing Staff. Participants in the case conference meetings include the Program Director, Care Manager and Monitors. The care manager and monitors receives monthly supervision from the Program Director where they are advised on client status as to meeting their stated goals of obtaining permanent housing and the means to establish financial stability and remain clean and sober.

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). To ensure compliance with documentation monthly chart reviews are conducted by Medical Records Staff and Care Manager, then discussed with the Program Director for follow-up issues.

All staff participates in annual documentation trainings provided internally and by Behavioral Health Services.

Mandatory staff meetings are also held on a quarterly basis as a venue where staff can discuss administrative and program 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

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| <b>Contractor Name:</b> Bayview Hunters Point Foundation for Community Improvement | <b>Appendix A-5</b>   |
| <b>Program Name:</b> Jelani Family Residential Step-Down Program                   | <b>Contract Term:</b> 07/01/2020—06/30/2021   |
|  | <b>Funding Source:</b> SUD Fes SABG Discretionary, CFDA 93.959, SUD County GF (MCO) |

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. The agency values client opinions and suggestions for program improvements. Residents will be 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 will be documented and then discussed with the multi-disciplinary staff. Changes that improve the efficacy, quality or outcomes of program services will be prioritized for implementation. Results of the focus groups will be posted throughout the facility which encourages clients to give additional feedback.

**9. Required Language:**

NA

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

NA



## **Appendix B**

### **Calculation of Charges**

#### **1. Method of Payment**

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

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

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

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

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

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

#### **B. Final Closing Invoice**

##### (1) Fee For Service Reimbursement:

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

##### (2) Cost Reimbursement:

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

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

D. Upon the **effective date** of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health **of an invoice or claims 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 Budget are listed below and are attached hereto.

- B-1: Adult Behavioral Health
- B-2: School-Based Centers (Balboa)
- B-3: Children Outpatient
- B-4: Dimensions LGBT Outpatient
- B-5: Jelani Family Program

## B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Eight Hundred Thousand and One Hundred Thirteen Dollars (\$9,800,113)** for the period of July 1, 2018 through March 31, 2022.

CONTRACTOR understands that, of this maximum dollar obligation, \$256,498 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

|                                     |                           |
|-------------------------------------|---------------------------|
| July 1, 2018 through June 30, 2019  | \$2,466,555               |
| July 1, 2019 through June 30, 2020  | \$2,032,533               |
| July 1, 2020 through June 30, 2021  | \$2,829,402               |
| July 1, 2021 through March 31, 2022 | \$2,137,487               |
| 20-21 MCO One Time Funding (DV)     | \$3,287                   |
| 20-21 CODB One Time Funding (DV)    | \$74,351                  |
|                                     | <u>\$9,543,615</u>        |
| contingency                         | \$256,498                 |
|                                     | <u><b>\$9,800,113</b></u> |

(3) 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.

C. CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

D. 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.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

F. 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.

G. 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.

H. To provide for continuity of services while a new agreement was developed, the Department of Public Health established a contract with Bayview Hunters Point Foundation, FSP 1000008154 for the same services and for a contract term which partially overlaps with the term of this new agreement. The existing contract shall be superseded by this new agreement, effective the first day of the month following the date upon which the Controller's Office certifies as to the availability of funds for this new agreement.

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

|   |                                |                                    |                  |
|---|--------------------------------|------------------------------------|------------------|
| DHCS Legal Entity Number 00341                                |                                | Appendix Number B-5                |                  |
| Provider Name Bayview Hunters Point Foundation                |                                | Page Number 18                     |                  |
| Provider Number 389036  |                                | Fiscal Year 2020-2021              |                  |
| Contract ID Number 1000011308                                 |                                | Funding Notification Date 01/25/21 |                  |
| Program Name Jelani Family Program                            |                                |                                    |                  |
| Program Code 3816SD   |                                |                                    |                  |
| Mode/SFC (MH) or Modality (SUD) Res-59                        |                                |                                    |                  |
| Service Description ODS Recovery Residences                   |                                |                                    |                  |
| Funding Term (mm/dd/yy-mm/dd/yy): 07/01/20-06/30/21           |                                |                                    |                  |
| <b>FUNDING USES</b>   |                                | <b>TOTAL</b>                       |                  |
| Salaries & Employee Benefits                                  | \$ 429,390                     |                                    | \$ 429,390       |
| Operating Expenses  | \$ 87,113                      |                                    | \$ 87,113        |
| <b>Subtotal Direct Expenses</b>                               | <b>\$ 516,503</b>              | <b>\$ -</b>                        | <b>\$ -</b>      |
| Indirect Expenses   | \$ 77,423                      |                                    | \$ 77,423        |
| <b>Indirect %</b>   | <b>15.0%</b>                   | <b>0.0%</b>                        | <b>0.0%</b>      |
| <b>TOTAL FUNDING USES</b>                                     | <b>\$ 593,926</b>              | <b>\$ -</b>                        | <b>\$ -</b>      |
| <b>BHS SUD FUNDING SOURCES</b>                                | <b>Dept-Auth-Proj-Activity</b> |                                    |                  |
| SUD Fed SABG Discretionary, CFDA 93.959                       | 240646-10000-10001681-0003     | \$ 593,926                         | \$ 593,926       |
|   |                                |                                    | \$ -             |
|   |                                |                                    | \$ -             |
| This row left blank for funding sources not in drop-down list |                                |                                    | \$ -             |
| <b>TOTAL BHS SUD FUNDING SOURCES</b>                          | <b>\$ 593,926</b>              | <b>\$ -</b>                        | <b>\$ -</b>      |
| <b>TOTAL DPH FUNDING SOURCES</b>                              | <b>\$ 593,926</b>              | <b>\$ -</b>                        | <b>\$ -</b>      |
| <b>NON-DPH FUNDING SOURCES</b>                                |                                |                                    |                  |
|   |                                |                                    | \$ -             |
| This row left blank for funding sources not in drop-down list |                                |                                    | \$ -             |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                          | <b>\$ -</b>                    | <b>\$ -</b>                        | <b>\$ -</b>      |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                | <b>593,926</b>                 | <b>-</b>                           | <b>593,926</b>   |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                                |                                    |                  |
| Number of Beds Purchased                                      | 15                             |                                    |                  |
| SUD Only - Number of Outpatient Group Counseling Sessions     |                                |                                    |                  |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs  |                                |                                    |                  |
| Payment Method  | Cost Reimbursement (CR)        |                                    |                  |
| DPH Units of Service  | 4,928                          |                                    |                  |
| Unit Type   | Bed Days                       | 0                                  | 0                |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           | \$ 120.53                      | \$ -                               | \$ -             |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | \$ 120.53                      | \$ -                               | \$ -             |
| Published Rate (Medi-Cal Providers Only)                      | N/A                            |                                    | <b>Total UDC</b> |
| Unduplicated Clients (UDC)                                    | 15                             |                                    | 15               |

**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 2020-2021              |                     |
| Contract ID Number 1000011308                                      |                         |                               |                     |                            |                        | Funding Notification Date 01/25/21 |                     |
| Appendix Number  | B-1                     | B-2                           | B-3                 | B-4                        | B-5                    |                                    | <b>FN#2</b>         |
| Provider Number  | 3851                    | 3851                          | 3851                | 3851                       | 389036                 |                                    |                     |
| Program Name   | Adult Behavioral Health | School-based Centers (Balboa) | Children Outpatient | Dimensions LGBT Outpatient | Jelani Family Program  |                                    |                     |
| Program Code   | 38513                   | N/A                           | 38516 & 38171       | N/A                        | 3816SD                 |                                    |                     |
| Funding Term   | 07/01/20-06/30/21       | 07/01/20-06/30/21             | 07/01/20-06/30/21   | 07/01/20-06/30/21          | 07/01/20-06/30/21      |                                    |                     |
| <b>FUNDING USES</b>  |                         |                               |                     |                            |                        |                                    | <b>TOTAL</b>        |
| Salaries   | \$ 576,700              | \$ 131,582                    | \$ 284,800          | \$ 60,320                  | \$ 330,300             |                                    | \$ 1,383,702        |
| Employee Benefits  | \$ 161,475              | \$ 38,159                     | \$ 79,743           | \$ 21,716                  | \$ 99,090              |                                    | \$ 400,183          |
| <b>Subtotal Salaries &amp; Employee Benefits</b>                   | <b>\$ 738,175</b>       | <b>\$ 169,741</b>             | <b>\$ 364,543</b>   | <b>\$ 82,036</b>           | <b>\$ 429,390</b>      | \$ -                               | <b>\$ 1,783,885</b> |
| Operating Expenses   | \$ 330,811              | \$ 48,555                     | \$ 190,035          | \$ 20,002                  | \$ 87,113              |                                    | \$ 676,516          |
| <b>Subtotal Direct Expenses</b>                                    | <b>\$ 1,068,986</b>     | <b>\$ 218,296</b>             | <b>\$ 554,578</b>   | <b>\$ 102,038</b>          | <b>\$ 516,503</b>      | \$ -                               | <b>\$ 2,460,401</b> |
| Indirect Expenses  | \$ 160,346              | \$ 32,745                     | \$ 83,181           | \$ 15,306                  | \$ 77,423              |                                    | \$ 369,001          |
| Indirect %   | 15.0%                   | 15.0%                         | 15.0%               | 15.0%                      | 15.0%                  | 0.0%                               | 15.0%               |
| <b>TOTAL FUNDING USES</b>  | <b>\$ 1,229,332</b>     | <b>\$ 251,041</b>             | <b>\$ 637,759</b>   | <b>\$ 117,344</b>          | <b>\$ 593,926</b>      | \$ -                               | <b>\$ 2,829,402</b> |
|  |                         |                               |                     |                            | Employee Benefits Rate |                                    | <b>28.8%</b>        |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                           |                         |                               |                     |                            |                        |                                    |                     |
| MH Adult Fed SDMC FFP (50%)  | \$ 470,922              |                               |                     |                            |                        |                                    | \$ 470,922          |
| MH Adult State 1991 MH Realignment                                 | \$ 154,812              |                               |                     |                            |                        |                                    | \$ 154,812          |
| MH Adult County General Fund                                       | \$ 603,598              |                               |                     |                            |                        |                                    | \$ 603,598          |
| MH MHSA (PEI)  |                         | \$ 251,041                    |                     |                            |                        |                                    | \$ 251,041          |
| MH CYF Fed SDMC FFP (50%)  |                         |                               | \$ 272,761          |                            |                        |                                    | \$ 272,761          |
| MH CYF State 2011 PSR-EPSDT  |                         |                               | \$ 250,485          |                            |                        |                                    | \$ 250,485          |
| MH CYF County Local Match  |                         |                               | \$ 22,276           |                            |                        |                                    | \$ 22,276           |
| MH CYF County General Fund   |                         |                               | \$ 92,237           |                            |                        |                                    | \$ 92,237           |
| MH WO DCYF Dimensions Clinic                                       |                         |                               |                     | \$ 117,344                 |                        |                                    | \$ 117,344          |
| MH CYF County GF WO CODB   |                         |                               |                     |                            |                        |                                    | \$ -                |
| MH Grant SAMHSA Adult SOC, CFDA 93.958                             |                         |                               |                     |                            |                        |                                    | \$ -                |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                     | <b>\$ 1,229,332</b>     | <b>\$ 251,041</b>             | <b>\$ 637,759</b>   | <b>\$ 117,344</b>          | <b>\$ -</b>            | <b>\$ -</b>                        | <b>\$ 2,235,476</b> |
| <b>BHS SUD FUNDING SOURCES</b>                                     |                         |                               |                     |                            |                        |                                    |                     |
| SUD Fed SABG Discretionary, CFDA 93.959                            |                         |                               |                     |                            | \$ 593,926             |                                    | \$ 593,926          |
| SUD County General Fund (MCO)                                      |                         |                               |                     |                            | \$ -                   |                                    | \$ -                |
| <b>TOTAL BHS SUD FUNDING SOURCES</b>                               | <b>\$ -</b>             | <b>\$ -</b>                   | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ 593,926</b>      | <b>\$ -</b>                        | <b>\$ 593,926</b>   |
| <b>TOTAL DPH FUNDING SOURCES</b>                                   | <b>\$ 1,229,332</b>     | <b>\$ 251,041</b>             | <b>\$ 637,759</b>   | <b>\$ 117,344</b>          | <b>\$ 593,926</b>      | <b>\$ -</b>                        | <b>\$ 2,829,402</b> |
| <b>NON-DPH FUNDING SOURCES</b>                                     |                         |                               |                     |                            |                        |                                    |                     |
|  |                         |                               |                     |                            |                        |                                    | \$ -                |
|  |                         |                               |                     |                            |                        |                                    | \$ -                |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                               | <b>\$ -</b>             | <b>\$ -</b>                   | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ -</b>            | <b>\$ -</b>                        | <b>\$ -</b>         |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                     | <b>\$ 1,229,332</b>     | <b>\$ 251,041</b>             | <b>\$ 637,759</b>   | <b>\$ 117,344</b>          | <b>\$ 593,926</b>      | <b>\$ -</b>                        | <b>\$ 2,829,402</b> |
| 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 3851  |                            |                                |                         |                         |                         | Fiscal Year               |                         | 2020-2021           |
| Contract ID Number 1000011308                                 |                            |                                |                         |                         |                         | Funding Notification Date |                         | 01/25/21            |
| Program Name  |                            | Adult Behavioral Health        |                         |                         |                         |                           |                         |                     |
| Program Code  |                            | 38513                          | 38513                   | 38513                   | 38513                   | 38513                     |                         |                     |
| Mode/SFC (MH) or Modality (SUD)                               |                            | 15/10-57, 59                   | 15/60-69                | 15/70-79                | 15/01-09                | 45/20-29                  |                         |                     |
| Service Description   |                            | OP-MH Svcs                     | OP-Medication Support   | OP-Crisis Intervention  | OP-Case Mgt Brokerage   | OS-Cmmty Client Svcs      |                         |                     |
| Funding Term (mm/dd/yy-mm/dd/yy):                             |                            | 07/01/20-06/30/21              | 07/01/20-06/30/21       | 07/01/20-06/30/21       | 07/01/20-06/30/21       | 07/01/20-06/30/21         | 07/01/20-06/30/21       |                     |
| <b>FUNDING USES</b>   |                            |                                |                         |                         |                         |                           |                         | <b>TOTAL</b>        |
| Salaries & Employee Benefits                                  |                            | \$ 528,126                     | \$ 133,991              | \$ 1,569                | \$ 33,310               | \$ 41,180                 | \$ -                    | \$ 738,175          |
| Operating Expenses  |                            | \$ 236,678                     | \$ 60,048               | \$ 703                  | \$ 14,928               | \$ 18,454                 | \$ -                    | \$ 330,811          |
| <b>Subtotal Direct Expenses</b>                               |                            | <b>\$ 764,804</b>              | <b>\$ 194,039</b>       | <b>\$ 2,272</b>         | <b>\$ 48,237</b>        | <b>\$ 59,634</b>          | <b>\$ -</b>             | <b>\$ 1,068,986</b> |
| Indirect Expenses   |                            | \$ 114,719                     | \$ 29,105               | \$ 341                  | \$ 7,236                | \$ 8,945                  | \$ -                    | \$ 160,346          |
| <b>Indirect %</b>   |                            | <b>15.0%</b>                   | <b>15.0%</b>            | <b>15.0%</b>            | <b>15.0%</b>            | <b>15.0%</b>              | <b>0.0%</b>             | <b>15.0%</b>        |
| <b>TOTAL FUNDING USES</b>                                     |                            | <b>\$ 879,523</b>              | <b>\$ 223,144</b>       | <b>\$ 2,613</b>         | <b>\$ 55,473</b>        | <b>\$ 68,579</b>          | <b>\$ -</b>             | <b>\$ 1,229,332</b> |
| <b>BHS MENTAL HEALTH FUNDING SOURCE</b>                       |                            | <b>Dept-Auth-Proj-Activity</b> |                         |                         |                         |                           |                         |                     |
| MH Adult Fed SDMC FFP (50%)                                   | 251984-10000-10001792-0001 | \$ 363,191                     | \$ 85,480               | \$ 1,001                | \$ 21,250               | \$ -                      | \$ -                    | \$ 470,922          |
| MH Adult State 1991 MH Realignment                            | 251984-10000-10001792-0001 | \$ 110,760                     | \$ 28,101               | \$ 329                  | \$ 6,986                | \$ 8,636                  | \$ -                    | \$ 154,812          |
| MH Adult County General Fund                                  | 251984-10000-10001792-0001 | \$ 405,572                     | \$ 109,563              | \$ 1,283                | \$ 27,237               | \$ 59,943                 | \$ -                    | \$ 603,598          |
|   |                            | \$ -                           | \$ -                    | \$ -                    | \$ -                    | \$ -                      | \$ -                    | \$ -                |
| This row left blank for funding sources not in drop-down list |                            |                                |                         |                         |                         |                           |                         |                     |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                |                            | <b>\$ 879,523</b>              | <b>\$ 223,144</b>       | <b>\$ 2,613</b>         | <b>\$ 55,473</b>        | <b>\$ 68,579</b>          | <b>\$ -</b>             | <b>\$ 1,229,332</b> |
| <b>TOTAL DPH FUNDING SOURCES</b>                              |                            | <b>\$ 879,523</b>              | <b>\$ 223,144</b>       | <b>\$ 2,613</b>         | <b>\$ 55,473</b>        | <b>\$ 68,579</b>          | <b>\$ -</b>             | <b>\$ 1,229,332</b> |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                |                            | <b>879,523</b>                 | <b>223,144</b>          | <b>2,613</b>            | <b>55,473</b>           | <b>68,579</b>             | <b>-</b>                | <b>1,229,332</b>    |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                            |                                |                         |                         |                         |                           |                         |                     |
| Payment Method  |                            | Cost Reimbursement (CR)        | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR) | Cost Reimbursement (CR)   | Cost Reimbursement (CR) |                     |
| DPH Units of Service  |                            | 182,071                        | 32,798                  | 390                     | 14,501                  | 370                       | 12                      |                     |
| Unit Type   |                            | Staff Minute                   | Staff Minute            | Staff Minute            | Staff Minute            | Staff Hour                | 0                       |                     |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           |                            | \$ 4.83                        | \$ 6.80                 | \$ 6.70                 | \$ 3.83                 | \$ 185.35                 | \$ -                    |                     |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) |                            | \$ 4.83                        | \$ 6.80                 | \$ 6.70                 | \$ 3.83                 | \$ 185.35                 | \$ -                    |                     |
| Published Rate (Medi-Cal Providers Only)                      |                            | \$ 4.90                        | \$ 7.00                 | \$ 6.80                 | \$ 3.90                 | \$ 188.00                 | \$ -                    | <b>Total UDC</b>    |
| Unduplicated Clients (UDC)                                    |                            | 275                            | Included                | Included                | Included                | Included                  | Included                | 275                 |

## Appendix B - DPH 3: Salaries &amp; Employee Benefits Detail

Contract ID Number 1000011308

Program Name Adult Behavioral Health

Program Code 38513

Appendix Number B-1

Page Number 3

Fiscal Year 2020-2021

Funding Notification Date 01/25/21

|                                      | TOTAL             |                   | 251984-10000-10001792-0001 |                   | 251984-10001-10034030-0001 |             | Dept-Auth-Proj-Activity |             |
|--------------------------------------|-------------------|-------------------|----------------------------|-------------------|----------------------------|-------------|-------------------------|-------------|
| Funding Term                         | 07/01/20-06/30/21 |                   | 07/01/20-06/30/21          |                   | 07/01/20-06/30/21          |             | (mm/dd/yy-mm/dd/yy):    |             |
| Position Title                       | FTE               | Salaries          | FTE                        | Salaries          | FTE                        | Salaries    | FTE                     | Salaries    |
| Clinical Program Director            | 0.75              | \$ 76,500         | 0.75                       | 76,500            |                            |             |                         |             |
| Clinical Supervisor                  | 0.84              | \$ 77,200         | 0.84                       | 77,200            |                            |             |                         |             |
| Admin Practice Mgr                   | 0.70              | \$ 38,500         | 0.7                        | 38,500            |                            |             |                         |             |
| Therapist                            | 4.00              | \$ 285,000        | 4.00                       | 285,000           |                            |             |                         |             |
|                                      |                   |                   |                            |                   |                            |             |                         |             |
|                                      |                   |                   |                            |                   |                            |             |                         |             |
|                                      |                   |                   |                            |                   |                            |             |                         |             |
| Director of Compliance               | 0.10              | \$ 7,000          | 0.10                       | 7,000             |                            |             |                         |             |
| Psychiatrist                         | 0.40              | \$ 86,000         | 0.40                       | 86,000            |                            |             |                         |             |
| Executive Director                   | 0.05              | \$ 6,500          | 0.05                       | 6,500             |                            |             |                         |             |
|                                      |                   |                   |                            |                   |                            |             |                         |             |
|                                      |                   |                   |                            |                   |                            |             |                         |             |
| <b>Totals:</b>                       | 6.84              | \$ 576,700        | 6.84                       | \$ 576,700        | 0.00                       | \$ -        | 0.00                    | \$ -        |
|                                      |                   |                   |                            |                   |                            |             |                         |             |
| <b>Employee Benefits:</b>            | 28%               | \$ 161,475        | 28%                        | \$ 161,475        | 0.00%                      |             | 0.00%                   |             |
|                                      |                   |                   |                            |                   |                            |             |                         |             |
| <b>TOTAL SALARIES &amp; BENEFITS</b> |                   | <b>\$ 738,175</b> |                            | <b>\$ 738,175</b> |                            | <b>\$ -</b> |                         | <b>\$ -</b> |



## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308

Program Name Adult Behavioral Health

Program Code 38513

Appendix Number B-1

Page Number 4

Fiscal Year 2020-2021

Funding Notification Date 01/25/21

| Expense Categories & Line Items   | TOTAL             | 251984-10000-10001792-0001 | 251984-10001-10034030-0001 | Dept-Auth-Proj-Activity |
|---|-------------------|----------------------------|----------------------------|-------------------------|
| <b>Funding Term</b>   | 07/01/20-06/30/21 | 07/01/20-06/30/21          | 07/01/20-06/30/21          | (mm/dd/yy-mm/dd/yy):    |
| Rent  | \$ 89,775         | 89,775                     |                            |                         |
| Utilities (telephone, electricity, water, gas)  | \$ 27,000         | 27,000                     |                            |                         |
| Building Repair/Maintenance   | \$ 14,000         | \$ 14,000                  |                            |                         |
| <b>Occupancy Total:</b>   | <b>\$ 130,775</b> | <b>\$ 130,775</b>          | <b>\$ -</b>                | <b>\$ -</b>             |
| Office Supplies   | \$ 6,741          | \$ 6,741                   |                            |                         |
| Photocopying  | \$ -              | \$ -                       |                            |                         |
| Program Supplies  | \$ 5,103          | \$ 5,103                   |                            |                         |
| Computer Hardware/Software  | \$ 5,200          | \$ 5,200                   |                            |                         |
| <b>Materials &amp; Supplies Total:</b>  | <b>\$ 17,044</b>  | <b>\$ 17,044</b>           | <b>\$ -</b>                | <b>\$ -</b>             |
| Training/Staff Development  | \$ 2,650          | \$ 2,650                   |                            |                         |
| Insurance   | \$ 16,000         | \$ 16,000                  |                            |                         |
| Professional License  | \$ 1,500          | \$ 1,500                   |                            |                         |
| Permits   | \$ 758            | \$ 758                     |                            |                         |
| Equipment Lease & Maintenance   | \$ 4,500          | \$ 4,500                   |                            |                         |
| <b>General Operating Total:</b>   | <b>\$ 25,408</b>  | <b>\$ 25,408</b>           | <b>\$ -</b>                | <b>\$ -</b>             |
| Local Travel  | \$ 2,000          | \$ 2,000                   |                            |                         |
| Out-of-Town Travel  | \$ -              |                            |                            |                         |
| Field Expenses  | \$ -              |                            |                            |                         |
| <b>Staff Travel Total:</b>  | <b>\$ 2,000</b>   | <b>\$ 2,000</b>            | <b>\$ -</b>                | <b>\$ -</b>             |
| <b>Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)</b>                          |                   |                            |                            |                         |
| Registry of Physician Specialists (7/1/2020-6/30/2021). To provide psychiatry services to plan & supervise treatment. \$187.00/ hour x approx. 832 hours. | \$ 155,584        | \$ 155,584                 |                            |                         |
|   | \$ -              |                            |                            |                         |
| <b>Consultant/Subcontractor Total:</b>  | <b>\$ 155,584</b> | <b>\$ 155,584</b>          | <b>\$ -</b>                | <b>\$ -</b>             |
| <b>TOTAL OPERATING EXPENSE</b>  | <b>\$ 330,811</b> | <b>\$ 330,811</b>          | <b>\$ -</b>                | <b>\$ -</b>             |

**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 6

Provider Number 3851

Fiscal Year 2020-2021

Contract ID Number 1000011308

Funding Notification Date 12/24/20

|   |                                |                               |                       |             |                   |
|---|--------------------------------|-------------------------------|-----------------------|-------------|-------------------|
| Program Name  |                                | School-based Centers (Balboa) |                       |             |                   |
| Program Code  |                                | N/A                           | N/A                   |             |                   |
| Mode/SFC (MH) or Modality (SUD)                               |                                | 45/10-19                      | 45/20-29              |             |                   |
| Service Description   |                                | OS-MH Promotion               | OS-Cmmty Client Svcs  |             |                   |
| Funding Term (mm/dd/yy-mm/dd/yy):                             |                                | 07/01/20-06/30/21             | 07/01/20-06/30/21     |             |                   |
| <b>FUNDING USES</b>   |                                |                               |                       |             | <b>TOTAL</b>      |
| Salaries & Employee Benefits                                  |                                | \$ 71,291                     | \$ 98,450             |             | \$ 169,741        |
| Operating Expenses  |                                | \$ 20,393                     | \$ 28,162             |             | \$ 48,555         |
| <b>Subtotal Direct Expenses</b>                               |                                | <b>\$ 91,684</b>              | <b>\$ 126,612</b>     | <b>\$ -</b> | <b>\$ 218,296</b> |
| Indirect Expenses   |                                | \$ 13,753                     | \$ 18,992             |             | \$ 32,745         |
| Indirect %  |                                | 15.0%                         | 15.0%                 | 0.0%        | 15.0%             |
| <b>TOTAL FUNDING USES</b>                                     |                                | <b>\$ 105,437</b>             | <b>\$ 145,604</b>     | <b>\$ -</b> | <b>\$ 251,041</b> |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                      | <b>Dept-Auth-Proj-Activity</b> |                               |                       |             |                   |
| MH MHSA (PEI)   | 251984-17156-10031199-0035     | \$ 105,437                    | \$ 145,604            |             | \$ 251,041        |
| This row left blank for funding sources not in drop-down list |                                |                               |                       |             | \$ -              |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                |                                | <b>\$ 105,437</b>             | <b>\$ 145,604</b>     | <b>\$ -</b> | <b>\$ 251,041</b> |
| <b>TOTAL DPH FUNDING SOURCES</b>                              |                                | <b>\$ 105,437</b>             | <b>\$ 145,604</b>     | <b>\$ -</b> | <b>\$ 251,041</b> |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                |                                | <b>105,437</b>                | <b>145,604</b>        | <b>-</b>    | <b>251,041</b>    |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                                |                               |                       |             |                   |
| Payment Method  |                                | Fee-For-Service (FFS)         | Fee-For-Service (FFS) |             |                   |
| DPH Units of Service  |                                | 375                           | 520                   |             |                   |
| Unit Type   |                                | Staff Hour                    | Staff Hour            | 0           |                   |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           |                                | \$ 281.17                     | \$ 280.01             | \$ -        |                   |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) |                                | \$ 281.17                     | \$ 280.01             | \$ -        |                   |
| Published Rate (Medi-Cal Providers Only)                      |                                | N/A                           | N/A                   |             | <b>Total UDC</b>  |
| Unduplicated Clients (UDC)                                    |                                | 600                           | Included              |             | 600               |

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

Contract ID Number 1000011308

Program Name School-based Centers (Balboa)

Program Code N/A

Appendix Number B-2

Page Number 7

Fiscal Year 2020-2021

Funding Notification Date 01/25/21

|                                       | TOTAL             |            | 251984-17156-10031199-0035 |            | Dept-Auth-Proj-Activity |          | Dept-Auth-Proj-Activity |          |
|---------------------------------------|-------------------|------------|----------------------------|------------|-------------------------|----------|-------------------------|----------|
| Funding Term                          | 07/01/20-06/30/21 |            | 07/01/20-06/30/21          |            | (mm/dd/yy-mm/dd/yy):    |          | (mm/dd/yy-mm/dd/yy):    |          |
| Position Title                        | FTE               | Salaries   | FTE                        | Salaries   | FTE                     | Salaries | FTE                     | Salaries |
| Behavioral Health Program Coordinator | 0.88              | \$ 75,915  | 0.88                       | \$ 75,915  |                         |          |                         |          |
| Therapist                             | 0.83              | \$ 50,067  | 0.83                       | \$ 50,067  |                         |          |                         |          |
| Compliance Officer                    | 0.10              | \$ 5,600   | 0.10                       | \$ 5,600   |                         |          |                         |          |
|                                       | 0.00              | \$ -       |                            |            |                         |          |                         |          |
|                                       | 0.00              | \$ -       |                            |            |                         |          |                         |          |
|                                       | 0.00              | \$ -       |                            |            |                         |          |                         |          |
|                                       | 0.00              | \$ -       |                            |            |                         |          |                         |          |
|                                       | 0.00              | \$ -       |                            |            |                         |          |                         |          |
|                                       | 0.00              | \$ -       |                            |            |                         |          |                         |          |
|                                       | 0.00              | \$ -       |                            |            |                         |          |                         |          |
| <b>Totals:</b>                        | 1.81              | \$ 131,582 | 1.81                       | \$ 131,582 | 0.00                    | \$ -     | 0.00                    | \$ -     |
|                                       |                   |            |                            |            |                         |          |                         |          |
| <b>Employee Benefits:</b>             | 29.00%            | \$ 38,159  | 29.00%                     | \$ 38,159  | 0.00%                   |          | 0.00%                   |          |
|                                       |                   |            |                            |            |                         |          |                         |          |
| <b>TOTAL SALARIES &amp; BENEFITS</b>  | <b>\$ 169,741</b> |            | <b>\$ 169,741</b>          |            | <b>\$ -</b>             |          | <b>\$ -</b>             |          |

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308

Program Name School-based Centers (Balboa)

Program Code N/A

Appendix Number B-2

Page Number 8

Fiscal Year 2020-2021

Funding Notification Date 01/25/21

| Expense Categories & Line Items   | TOTAL             | 251984-17156-10031199-0035 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|-------------------|----------------------------|-------------------------|-------------------------|
| <b>Funding Term</b>   | 07/01/20-06/30/21 | 07/01/20-06/30/21          | (mm/dd/yy-mm/dd/yy):    | (mm/dd/yy-mm/dd/yy):    |
| Rent  | \$ -              |                            |                         |                         |
| Utilities (telephone, electricity, water, gas)  | \$ -              |                            |                         |                         |
| Building Repair/Maintenance   | \$ -              |                            |                         |                         |
| <b>Occupancy Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| Office Supplies   | \$ -              |                            |                         |                         |
| Photocopying  | \$ -              |                            |                         |                         |
| Program Supplies  | \$ 41,555         | \$ 41,555                  |                         |                         |
| Computer Hardware/Software  | \$ -              |                            |                         |                         |
| <b>Materials &amp; Supplies Total:</b>  | <b>\$ 41,555</b>  | <b>\$ 41,555</b>           | <b>\$ -</b>             | <b>\$ -</b>             |
| Training/Staff Development  | \$ -              |                            |                         |                         |
| Insurance   | \$ 7,000          | \$ 7,000                   |                         |                         |
| Professional License  | \$ -              |                            |                         |                         |
| Permits   | \$ -              |                            |                         |                         |
| Equipment Lease & Maintenance   | \$ -              |                            |                         |                         |
| <b>General Operating Total:</b>   | <b>\$ 7,000</b>   | <b>\$ 7,000</b>            | <b>\$ -</b>             | <b>\$ -</b>             |
| Local Travel  | \$ -              |                            |                         |                         |
| Out-of-Town Travel  | \$ -              |                            |                         |                         |
| Field Expenses  | \$ -              |                            |                         |                         |
| <b>Staff Travel Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ -              |                            |                         |                         |
|   | \$ -              |                            |                         |                         |
| <b>Consultant/Subcontractor Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| Other (provide detail):   | \$ -              |                            |                         |                         |
|   | \$ -              |                            |                         |                         |
|   | \$ -              |                            |                         |                         |
| <b>Other Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| <b>TOTAL OPERATING EXPENSE</b>  | <b>\$ 48,555</b>  | <b>\$ 48,555</b>           | <b>\$ -</b>             | <b>\$ -</b>             |

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

|   |  |  |  |  |  |                           |           |
|---|--|--|--|--|--|---------------------------|-----------|
| DHCS Legal Entity Number 00341                                |  |  |  |  |  | Appendix Number           | B-3       |
| Provider Name Bayview Hunters Point Foundation                |  |  |  |  |  | Page Number               | 10        |
| Provider Number 3851  |  |  |  |  |  | Fiscal Year               | 2020-2021 |
| Contract ID Number 1000011308                                 |  |  |  |  |  | Funding Notification Date | 01/25/21  |
| Program Name Children Outpatient                              |  |  |  |  |  |                           |           |
| Program Code 38516 & 38171                                    |  |  |  |  |  |                           |           |
| Mode/SFC (MH) or Modality (SUD) 15/10-57, 59                  |  |  |  |  |  |                           |           |
| Service Description OP-MH Svcs                                |  |  |  |  |  |                           |           |
| Funding Term (mm/dd/yy-mm/dd/yy): 07/01/20-06/30/21           |  |  |  |  |  |                           |           |
| <b>FUNDING USES</b>   |  |  |  |  |  | <b>TOTAL</b>              |           |
| Salaries & Employee Benefits \$ 328,436                       |  |  |  |  |  | \$ 364,543                |           |
| Operating Expenses \$ 171,213                                 |  |  |  |  |  | \$ 190,035                |           |
| <b>Subtotal Direct Expenses \$ 499,649</b>                    |  |  |  |  |  | <b>\$ 554,578</b>         |           |
| Indirect Expenses \$ 74,946                                   |  |  |  |  |  | \$ 83,181                 |           |
| Indirect % 15.0%  |  |  |  |  |  | 15.0%                     |           |
| <b>TOTAL FUNDING USES \$ 574,595</b>                          |  |  |  |  |  | <b>\$ 637,759</b>         |           |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                      |  |  |  |  |  |                           |           |
| <b>Dept-Auth-Proj-Activity</b>                                |  |  |  |  |  |                           |           |
| MH CYF Fed SDMC FFP (50%) 251962-10000-10001670-0001          |  |  |  |  |  | \$ 272,762                |           |
| MH CYF State 2011 PSR-EPSTDT 251962-10000-10001670-0001       |  |  |  |  |  | \$ 250,485                |           |
| MH CYF County Local Match 251962-10000-10001670-0001          |  |  |  |  |  | \$ 22,275                 |           |
| MH CYF County General Fund 251962-10000-10001670-0001         |  |  |  |  |  | \$ 92,237                 |           |
| This row left blank for funding sources not in drop-down list |  |  |  |  |  | \$ -                      |           |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES \$ 574,595</b>     |  |  |  |  |  | <b>\$ 637,759</b>         |           |
| <b>TOTAL DPH FUNDING SOURCES \$ 574,595</b>                   |  |  |  |  |  | <b>\$ 637,759</b>         |           |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH) 574,595</b>        |  |  |  |  |  | <b>637,759</b>            |           |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |  |  |  |  |  |                           |           |
| Payment Method  |  |  |  |  |  |                           |           |
| DPH Units of Service  |  |  |  |  |  |                           |           |
| Unit Type   |  |  |  |  |  |                           |           |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           |  |  |  |  |  | \$ -                      |           |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) |  |  |  |  |  | \$ -                      |           |
| Published Rate (Medi-Cal Providers Only)                      |  |  |  |  |  |                           |           |
| Unduplicated Clients (UDC)                                    |  |  |  |  |  |                           |           |

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

Contract ID Number 1000011308

Program Name Children Outpatient

Program Code 38516 &amp; 38171

Appendix Number B-3

Page Number 11

Fiscal Year 2020-2021

Funding Notification Date 01/25/21

|                                      | TOTAL             |                   | 251962-10000-10001670-0001 |                   | Dept-Auth-Proj-Activity |             | Dept-Auth-Proj-Activity |             |
|--------------------------------------|-------------------|-------------------|----------------------------|-------------------|-------------------------|-------------|-------------------------|-------------|
| Funding Term                         | 07/01/20-06/30/21 |                   | 07/01/20-06/30/21          |                   | (mm/dd/yy-mm/dd/yy):    |             | (mm/dd/yy-mm/dd/yy):    |             |
| Position Title                       | FTE               | Salaries          | FTE                        | Salaries          | FTE                     | Salaries    | FTE                     | Salaries    |
| Clinical Program Director            | 0.25              | \$ 25,500         | 0.25                       | 25,500            |                         |             |                         |             |
| Clinical Supervisor                  | 0.16              | \$ 14,800         | 0.16                       | 14,800            |                         |             |                         |             |
| Admin Practice Mgr                   | 0.30              | \$ 16,500         | 0.3                        | 16,500            |                         |             |                         |             |
| Therapist                            | 2.00              | \$ 142,500        | 2                          | 142,500           |                         |             |                         |             |
|                                      |                   |                   |                            |                   |                         |             |                         |             |
| Compliance Officer                   | 0.10              | \$ 7,000          | 0.1                        | 7,000             |                         |             |                         |             |
| Executive Director                   | 0.05              | \$ 6,500          | 0.05                       | 6,500             |                         |             |                         |             |
| ERMHS clinician                      | 1.00              | \$ 72,000         | 1.00                       | \$ 72,000         |                         |             |                         |             |
|                                      | 0.00              | \$ -              |                            |                   |                         |             |                         |             |
|                                      | 0.00              | \$ -              |                            | \$ -              |                         |             |                         |             |
|                                      | 0.00              | \$ -              |                            |                   |                         |             |                         |             |
|                                      | 0.00              | \$ -              |                            |                   |                         |             |                         |             |
| <b>Totals:</b>                       | 3.86              | \$ 284,800        | 3.86                       | \$ 284,800        | 0.00                    | \$ -        | 0.00                    | \$ -        |
|                                      |                   |                   |                            |                   |                         |             |                         |             |
| <b>Employee Benefits:</b>            | 28%               | \$ 79,743         | 28%                        | \$ 79,743         | 0.00%                   |             | 0.00%                   |             |
|                                      |                   |                   |                            |                   |                         |             |                         |             |
| <b>TOTAL SALARIES &amp; BENEFITS</b> |                   | <b>\$ 364,543</b> |                            | <b>\$ 364,543</b> |                         | <b>\$ -</b> |                         | <b>\$ -</b> |

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308

Program Name Children Outpatient

Program Code 38516 &amp; 38171

Appendix Number B-3

Page Number 12

Fiscal Year 2020-2021

Funding Notification Date 01/25/21

| Expense Categories & Line Items   | TOTAL             | 251962-10000-10001670-0001 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|-------------------|----------------------------|-------------------------|-------------------------|
| <b>Funding Term</b>   | 07/01/20-06/30/21 | 07/01/20-06/30/21          | (mm/dd/yy-mm/dd/yy):    | (mm/dd/yy-mm/dd/yy):    |
| Rent  | \$ 89,775         | 89,775                     |                         |                         |
| Utilities (telephone, electricity, water, gas)  | \$ 34,000         | 34,000                     |                         |                         |
| Building Repair/Maintenance   | \$ 18,500         | 18,500                     |                         |                         |
| <b>Occupancy Total:</b>   | <b>\$ 142,275</b> | <b>\$ 142,275</b>          | <b>\$ -</b>             | <b>\$ -</b>             |
| Office Supplies   | \$ 6,500          | \$ 6,500                   |                         |                         |
| Photocopying  | \$ -              | \$ -                       |                         |                         |
| Program Supplies  | \$ 5,000          | \$ 5,000                   |                         |                         |
| Computer Hardware/Software  | \$ 10,323         | \$ 10,323                  |                         |                         |
| <b>Materials &amp; Supplies Total:</b>  | <b>\$ 21,823</b>  | <b>\$ 21,823</b>           | <b>\$ -</b>             | <b>\$ -</b>             |
| Training/Staff Development  | \$ 5,150          | \$ 5,150                   |                         |                         |
| Insurance   | \$ 10,858         | \$ 10,858                  |                         |                         |
| Professional License  | \$ 1,000          | \$ 1,000                   |                         |                         |
| Permits   | \$ 529            | \$ 529                     |                         |                         |
| Equipment Lease & Maintenance   | \$ 5,900          | \$ 5,900                   |                         |                         |
| <b>General Operating Total:</b>   | <b>\$ 23,437</b>  | <b>\$ 23,437</b>           | <b>\$ -</b>             | <b>\$ -</b>             |
| Local Travel  | \$ 2,500          | \$ 2,500                   |                         |                         |
| Out-of-Town Travel  | \$ -              |                            |                         |                         |
| Field Expenses  | \$ -              |                            |                         |                         |
| <b>Staff Travel Total:</b>  | <b>\$ 2,500</b>   | <b>\$ 2,500</b>            | <b>\$ -</b>             | <b>\$ -</b>             |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ -              | \$ -                       |                         |                         |
|   | \$ -              |                            |                         |                         |
| <b>Consultant/Subcontractor Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| Other (provide detail):   | \$ -              |                            |                         |                         |
|   | \$ -              |                            |                         |                         |
|   | \$ -              |                            |                         |                         |
| <b>Other Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| <b>TOTAL OPERATING EXPENSE</b>  | <b>\$ 190,035</b> | <b>\$ 190,035</b>          | <b>\$ -</b>             | <b>\$ -</b>             |

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

|   |                                |   |                   |
|---|--------------------------------|---|-------------------|
| DHCS Legal Entity Number 00341                                |                                | Appendix Number B-4                         |                   |
| Provider Name Bayview Hunters Point Foundation                |                                | Page Number 14                              |                   |
| Provider Number 3851  |                                | Fiscal Year 2020-2021                       |                   |
| Contract ID Number 1000011308                                 |                                | Funding Notification Date 01/25/21          |                   |
| Program Name  |                                | Dimensions LGBT Outpatient                  |                   |
| Program Code  |                                | N/A   |                   |
| Mode/SFC (MH) or Modality (SUD)                               |                                | 00-20                                       |                   |
| Service Description   |                                | Administration Support (i.e. check Writing, |                   |
| Funding Term (mm/dd/yy-mm/dd/yy):                             |                                | 07/01/20-06/30/21                           |                   |
| <b>FUNDING USES</b>   |                                | <b>TOTAL</b>                                |                   |
| Salaries & Employee Benefits                                  | \$ 82,036                      |   | \$ 82,036         |
| Operating Expenses  | \$ 20,002                      |   | \$ 20,002         |
| Capital Expenses  |                                |   | \$ -              |
| <b>Subtotal Direct Expenses</b>                               | <b>\$ 102,038</b>              | <b>\$ -</b>                                 | <b>\$ 102,038</b> |
| Indirect Expenses   | \$ 15,306                      |   | \$ 15,306         |
| Indirect %  | 15.0%                          | 0.0%  | 15.0%             |
| <b>TOTAL FUNDING USES</b>                                     | <b>\$ 117,344</b>              | <b>\$ -</b>                                 | <b>\$ 117,344</b> |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                      | <b>Dept-Auth-Proj-Activity</b> |   |                   |
| MH WO DCYF Dimensions Clinic                                  | 251962-10002-10001799-0002     | \$ 117,344                                  | \$ 117,344        |
| MH CYF County GF WO CODB                                      | 251962-10000-10001670-0001     | \$ -  | \$ -              |
| This row left blank for funding sources not in drop-down list |                                |   | \$ -              |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                |                                | <b>\$ 117,344</b>                           | <b>\$ -</b>       |
| <b>TOTAL DPH FUNDING SOURCES</b>                              |                                | <b>\$ 117,344</b>                           | <b>\$ -</b>       |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                |                                | <b>117,344</b>                              | <b>-</b>          |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                                |   |                   |
| Payment Method  | Cost Reimbursement (CR)        |   |                   |
| DPH Units of Service  | 450                            |   |                   |
| Unit Type   | fill-in appropriate            | 0   |                   |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           | \$ 260.76                      | \$ -  |                   |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | \$ 260.76                      | \$ -  |                   |
| Published Rate (Medi-Cal Providers Only)                      | N/A                            |   | <b>Total UDC</b>  |
| Unduplicated Clients (UDC)                                    | 25                             |   | 25                |



**Appendix B - DPH 3: Salaries & Employee Benefits Detail****Contract ID Number** 1000011308

Program Name Dimensions LGBT Outpatient

Program Code N/A

Appendix Number B-4

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Fiscal Year 2020-2021

Funding Notification Date 01/25/21

|                                      | TOTAL             |                  | 251962-10002-10001799-0002 | 251962-10000-10001670-0001 | Dept-Auth-Proj-Activity |                 |
|--------------------------------------|-------------------|------------------|----------------------------|----------------------------|-------------------------|-----------------|
| <b>Funding Term</b>                  | 07/01/20-06/30/21 |                  | 07/01/20-06/30/21          | 07/01/20-06/30/21          | (mm/dd/yy-mm/dd/yy):    |                 |
| <b>Position Title</b>                | <b>FTE</b>        | <b>Salaries</b>  | <b>FTE</b>                 | <b>Salaries</b>            | <b>FTE</b>              | <b>Salaries</b> |
| Therapist 1                          | 1.00              | \$ 60,320        | 0.96                       | \$ 58,134                  | 0.04                    | \$ 2,186        |
|                                      |                   |                  |                            |                            |                         |                 |
|                                      | 0.00              | \$ -             |                            |                            |                         |                 |
|                                      | 0.00              | \$ -             |                            |                            |                         |                 |
|                                      | 0.00              | \$ -             |                            |                            |                         |                 |
|                                      | 0.00              | \$ -             |                            |                            |                         |                 |
| <b>Totals:</b>                       | 1.00              | \$ 60,320        | 0.96                       | \$ 58,134                  | 0.04                    | \$ 2,186        |
|                                      |                   |                  |                            |                            |                         |                 |
| <b>Employee Benefits:</b>            | 36.0%             | \$ 21,716        | 36.0%                      | \$ 20,929                  | 36.00%                  | \$ 787          |
|                                      |                   |                  |                            |                            |                         |                 |
| <b>TOTAL SALARIES &amp; BENEFITS</b> |                   | <b>\$ 82,036</b> |                            | <b>\$ 79,063</b>           |                         | <b>\$ 2,973</b> |
|                                      |                   |                  |                            |                            |                         | <b>\$ -</b>     |

## Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011308

Program Name Dimensions LGBT Outpatient

Program Code N/A

Appendix Number B-4

Page Number 16

Fiscal Year 2020-2021

Funding Notification Date 01/25/21

| Expense Categories & Line Items   | TOTAL             | 251962-10002-10001799-0002 | 251962-10000-10001670-0001 | Dept-Auth-Proj-Activity |
|---|-------------------|----------------------------|----------------------------|-------------------------|
| <b>Funding Term</b>   | 07/01/20-06/30/21 | 07/01/20-06/30/21          | 07/01/20-06/30/21          | (mm/dd/yy-mm/dd/yy):    |
| Rent  | \$ -              |                            |                            |                         |
| Utilities (telephone, electricity, water, gas)  | \$ -              |                            |                            |                         |
| Building Repair/Maintenance   | \$ -              |                            |                            |                         |
| <b>Occupancy Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |
| Office Supplies   | \$ 500            | \$ 500                     |                            |                         |
| Photocopying  | \$ -              |                            |                            |                         |
| Program Supplies  | \$ 16,002         | \$ 16,002                  |                            |                         |
| Computer Hardware/Software  | \$ -              | \$ -                       |                            |                         |
| <b>Materials &amp; Supplies Total:</b>  | <b>\$ 16,502</b>  | <b>\$ 16,502</b>           | <b>\$ -</b>                | <b>\$ -</b>             |
| Training/Staff Development  | \$ -              |                            |                            |                         |
| Insurance   | \$ 3,500          | \$ 3,500                   |                            |                         |
| Professional License  | \$ -              |                            |                            |                         |
| Permits   | \$ -              |                            |                            |                         |
| Equipment Lease & Maintenance   | \$ -              |                            |                            |                         |
| <b>General Operating Total:</b>   | <b>\$ 3,500</b>   | <b>\$ 3,500</b>            | <b>\$ -</b>                | <b>\$ -</b>             |
| Local Travel  | \$ -              |                            |                            |                         |
| Out-of-Town Travel  | \$ -              |                            |                            |                         |
| Field Expenses  | \$ -              |                            |                            |                         |
| <b>Staff Travel Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ -              |                            |                            |                         |
|   | \$ -              |                            |                            |                         |
| <b>Consultant/Subcontractor Total:</b>  | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |
| Other (provide detail):   | \$ -              |                            |                            |                         |
|   | \$ -              |                            |                            |                         |
|   | \$ -              |                            |                            |                         |
| <b>Other Total:</b>   | <b>\$ -</b>       | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             |
| <b>TOTAL OPERATING EXPENSE</b>  | <b>\$ 20,002</b>  | <b>\$ 20,002</b>           | <b>\$ -</b>                | <b>\$ -</b>             |

**Appendix B - DPH 3: Salaries & Employee Benefits Detail****Contract ID Number** 1000011308

Program Name Jelani Family Program

Program Code 3816SD

Appendix Number B-5

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Fiscal Year 2020-2021

Funding Notification Date 01/25/21

|                                      | TOTAL             |                   | 240646-10000-10001681-0003 |                   |                   |             | 0                 |             |
|--------------------------------------|-------------------|-------------------|----------------------------|-------------------|-------------------|-------------|-------------------|-------------|
| Funding Term                         | 07/01/20-06/30/21 |                   | 07/01/20-06/30/21          |                   | 07/01/20-06/30/21 |             | 07/01/20-06/30/21 |             |
| Position Title                       | FTE               | Salaries          | FTE                        | Salaries          | FTE               | Salaries    | FTE               | Salaries    |
| Program Director                     | 0.10              | \$ 10,500         | 0.10                       | \$ 10,500         |                   |             |                   |             |
| Facility Coordinator                 | 0.30              | \$ 18,000         | 0.30                       | \$ 18,000         |                   |             |                   |             |
| Case Manager                         | 0.00              | \$ -              | 0.00                       |                   |                   |             |                   |             |
| House Manager                        | 1.00              | \$ 55,000         | 1.00                       | \$ 55,000         |                   |             |                   |             |
| Intake & Billing Clerk Specialist    | 0.50              | \$ 24,000         | 0.50                       | \$ 24,000         |                   |             |                   |             |
| Director of Compliance               | 0.09              | \$ 6,300          | 0.09                       | \$ 6,300          |                   |             |                   |             |
| Monitors                             | 5.00              | \$ 210,000        | 5.00                       | \$ 210,000        | 0.00              | \$ -        |                   |             |
| Executive Director                   | 0.05              | \$ 6,500          | 0.05                       | \$ 6,500.00       |                   |             |                   |             |
| <b>Totals:</b>                       | 7.04              | \$ 330,300        | 7.04                       | \$ 330,300        | 0.00              | \$ -        | 0.00              | \$ -        |
|                                      |                   |                   |                            |                   |                   |             |                   |             |
| <b>Employee Benefits:</b>            | 30%               | \$ 99,090         | 30%                        | \$ 99,090         | 0%                | \$ -        | 0.00%             |             |
|                                      |                   |                   |                            |                   |                   |             |                   |             |
| <b>TOTAL SALARIES &amp; BENEFITS</b> |                   | <b>\$ 429,390</b> |                            | <b>\$ 429,390</b> |                   | <b>\$ -</b> |                   | <b>\$ -</b> |

**Appendix B - DPH 4: Operating Expenses Detail**Contract ID Number 1000011308Program Name Jelani Family ProgramProgram Code 3816SDAppendix Number B-5Page Number 20Fiscal Year 2020-2021Funding Notification Date 01/25/21

| Expense Categories & Line Items                | TOTAL             | 240646-10000-10001681-0003 | 240646-10000-10001681-0003 | 0                 |
|--|-------------------|----------------------------|----------------------------|-------------------|
| <b>Funding Term</b>                            | 07/01/20-06/30/21 | 07/01/20-06/30/21          | 07/01/20-06/30/21          | 07/01/20-06/30/21 |
| Rent   | \$ -              |                            |                            |                   |
| Utilities (telephone, electricity, water, gas) | \$ 30,000         | \$ 30,000                  |                            |                   |
| Building Repair/Maintenance                    | \$ 27,000         | \$ 27,000                  |                            |                   |
| <b>Occupancy Total:</b>                        | <b>\$ 57,000</b>  | <b>\$ 57,000</b>           | <b>\$ -</b>                | <b>\$ -</b>       |
| Office Supplies                                | \$ 2,000          | \$ 2,000                   |                            |                   |
| Photocopying                                   | \$ 500            | \$ 500                     |                            |                   |
| Program Supplies                               | \$ 905            | \$ 905                     |                            |                   |
| Computer Hardware/Software                     | \$ 5,000          | \$ 5,000                   |                            |                   |
| <b>Materials &amp; Supplies Total:</b>         | <b>\$ 8,405</b>   | <b>\$ 8,405</b>            | <b>\$ -</b>                | <b>\$ -</b>       |
| Training/Staff Development                     | \$ 491            | \$ 491                     |                            |                   |
| Insurance                                      | \$ 17,717         | \$ 17,717                  |                            |                   |
| Professional License                           | \$ -              | \$ -                       |                            |                   |
| Permits  | \$ -              | \$ -                       |                            |                   |
| Equipment Lease & Maintenance                  | \$ 3,000          | \$ 3,000                   |                            |                   |
| <b>General Operating Total:</b>                | <b>\$ 21,208</b>  | <b>\$ 21,208</b>           | <b>\$ -</b>                | <b>\$ -</b>       |
| Local Travel                                   | \$ 500            | \$ 500                     |                            |                   |
| Out-of-Town Travel                             | \$ -              | \$ -                       |                            |                   |
| Field Expenses                                 | \$ -              | \$ -                       |                            |                   |
| <b>Staff Travel Total:</b>                     | <b>\$ 500</b>     | <b>\$ 500</b>              | <b>\$ -</b>                | <b>\$ -</b>       |
| <b>TOTAL OPERATING EXPENSE</b>                 | <b>\$ 87,113</b>  | <b>\$ 87,113</b>           | <b>\$ -</b>                | <b>\$ -</b>       |

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

Contractor Name Bayview Hunters Point Foundation Page Number 22

Contract ID Number 1000011308 Fiscal Year 2020-2021

Funding Notification Date 1/25/21

**1. SALARIES & EMPLOYEE BENEFITS**

| Position Title         | FTE  | Amount    |
|------------------------|------|-----------|
| Executive Director     | 0.39 | \$ 46,865 |
| Executive Assistant    | 0.39 | \$ 23,995 |
| Senior Accountant      | 0.39 | \$ 36,744 |
| AP/Payroll Accountant  | 0.39 | \$ 23,551 |
| Staff Accountant       | 0.39 | \$ 24,520 |
| Director of Compliance | 0.07 | \$ 21,915 |
|                        |      |           |
|                        |      |           |
|                        |      |           |

Subtotal: 2.02 \$ 177,590

Employee Benefits: 28.2% \$ 50,164

**Total Salaries and Employee Benefits:** \$ 227,754**2. OPERATING COSTS**

| Expenses (Use expense account name in the ledger.)    | Amount            |
|---|-------------------|
| Office Rent   | \$ 45,380         |
| Supplies  | \$ 24,420         |
| Accounting Supervision & Audit Preparation Assistance | \$ 29,231         |
| Audit Fees  | \$ 27,986         |
| Insurance   | \$ 14,230         |
|   |                   |
|   |                   |
|   |                   |
| <b>Total Operating Costs</b>                          | <b>\$ 141,247</b> |

|                             |                   |
|-----------------------------|-------------------|
| <b>Total Indirect Costs</b> | <b>\$ 369,001</b> |
|-----------------------------|-------------------|

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

Appendix F  
PAGE A

Contract ID#  
1000011308

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

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

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104

**BHS**

Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

INVOICE NUMBER: M03 JL 20

Ct.Blanket No.: BPHM N/A

User Cd

Ct. PO No.: POHM TBD

Fund Source: MH Grant SAMHSA Adult SOC CFDA 93.958

Invoice Period: July 2020

Final Invoice: (Check if Yes)

| Program/Exhibit                                | TOTAL CONTRACTED                  |     | DELIVERED THIS PERIOD |     | DELIVERED TO DATE |     | % OF TOTAL |         | REMAINING DELIVERABLES |     | % OF TOTAL |         |
|--|-----------------------------------|-----|-----------------------|-----|-------------------|-----|------------|---------|------------------------|-----|------------|---------|
|  | UOS                               | UDC | UOS                   | UDC | UOS               | UDC | UOS        | UDC     | UOS                    | UDC | UOS        | UDC     |
| <b>B-1 Adult Behavioral Health PC# - 38513</b> | <b>251984-10001-10034030-0001</b> |     |                       |     |                   |     |            |         |                        |     |            |         |
| 45/ 20-29 OS-Cmmty Client Svcs                 | 12                                |     |                       |     | -                 | -   | 0%         | #DIV/0! | 12                     | -   | 100%       | #DIV/0! |
|  |                                   |     |                       |     |                   |     |            |         |                        |     |            |         |
|  |                                   |     |                       |     |                   |     |            |         |                        |     |            |         |

Unduplicated Counts for AIDS Use Only.

| Description                             | BUDGET      | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|-------------|----------------------|------------------|-------------|-------------------|
| Total Salaries                          | \$ -        | \$ -                 | \$ -             | 0.00%       | \$ -              |
| Fringe Benefits                         | \$ -        | \$ -                 | \$ -             | 0.00%       | \$ -              |
| <b>Total Personnel Expenses</b>         | \$ -        | \$ -                 | \$ -             | 0.00%       | \$ -              |
| Operating Expenses:                     |             |                      |                  |             |                   |
| Occupancy                               | \$ 4,348.00 | \$ -                 | \$ -             | 0.00%       | \$ 4,348.00       |
| Materials and Supplies                  | \$ -        | \$ -                 | \$ -             | 0.00%       | \$ -              |
| General Operating                       | \$ -        | \$ -                 | \$ -             | 0.00%       | \$ -              |
| Staff Travel                            | \$ -        | \$ -                 | \$ -             | 0.00%       | \$ -              |
| Consultant/ Subcontractor               | \$ -        | \$ -                 | \$ -             | 0.00%       | \$ -              |
| Other:                                  | \$ -        | \$ -                 | \$ -             | 0.00%       | \$ -              |
|   | \$ -        | \$ -                 | \$ -             | 0.00%       | \$ -              |
| <b>Total Operating Expenses</b>         | \$ 4,348.00 | \$ -                 | \$ -             | 0.00%       | \$ 4,348.00       |
| <b>Capital Expenditures</b>             | \$ -        | \$ -                 | \$ -             | 0.00%       | \$ -              |
| <b>TOTAL DIRECT EXPENSES</b>            | \$ 4,348.00 | \$ -                 | \$ -             | 0.00%       | \$ 4,348.00       |
| <b>Indirect Expenses</b>                | \$ 652.00   | \$ -                 | \$ -             | 0.00%       | \$ 652.00         |
| <b>TOTAL EXPENSES</b>                   | \$ 5,000.00 | \$ -                 | \$ -             | 0.00%       | \$ 5,000.00       |
| <b>Less: Initial Payment Recovery</b>   |             |                      |                  |             |                   |
| <b>Other Adjustments (DPH use only)</b> |             |                      |                  |             |                   |
|   |             |                      |                  |             |                   |
|   |             |                      |                  |             |                   |
| <b>REIMBURSEMENT</b>                    |             | \$ -                 |                  |             |                   |

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

Or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

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

Appendix F  
PAGE A

Contract ID#  
1000011308

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

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

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104

**BHS**

Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

INVOICE NUMBER: M04 JL 20

Ct.Blanket No.: BPHM N/A

Ct. PO No.: POHM TBD

Fund Source: MH Adult Fed/ State/ Local Match/County GF

Invoice Period: July 2020

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>B-3 Children Outpatient PC# 38516 - 251984-10000-10001670-0001</b> |                  |     |                       |     |                   |     |            |         |                        |     |            |         |
| 15/10 - 57, 59 OP - MH Svcs   | 9,544            | 60  |                       |     | -                 | -   | 0%         | 0%      | 9,544                  | 60  | 100%       | 100%    |
| 15/70 - 79 OP - Crisis Intervention                                   | 150              |     |                       |     | -                 | -   | 0%         | #DIV/0! | 150                    | -   | 100%       | #DIV/0! |
| 15/01 - 09 OP - Case Mgt Brokerage                                    | 6,700            |     |                       |     | -                 | -   | 0%         | #DIV/0! | 6,700                  | -   | 100%       | #DIV/0! |
| 45/20 - 29 OS - Cmnty Client Svcs                                     | 210              |     |                       |     | -                 | -   | 0%         | #DIV/0! | 210                    | -   | 100%       | #DIV/0! |

Unduplicated Counts for AIDS Use Only.

| Description                             | BUDGET               | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET  | REMAINING BALANCE    |
|---|----------------------|----------------------|------------------|--------------|----------------------|
| Total Salaries                          | \$ 282,075.00        | \$ -                 | \$ -             | 0.00%        | \$ 282,075.00        |
| Fringe Benefits                         | \$ 78,946.00         | \$ -                 | \$ -             | 0.00%        | \$ 78,946.00         |
| <b>Total Personnel Expenses</b>         | <b>\$ 361,021.00</b> | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 361,021.00</b> |
| Operating Expenses:                     |                      |                      |                  |              |                      |
| Occupancy                               | \$ 78,641.00         | \$ -                 | \$ -             | 0.00%        | \$ 78,641.00         |
| Materials and Supplies                  | \$ 12,500.00         | \$ -                 | \$ -             | 0.00%        | \$ 12,500.00         |
| General Operating                       | \$ 12,158.00         | \$ -                 | \$ -             | 0.00%        | \$ 12,158.00         |
| Staff Travel                            | \$ 3,300.00          | \$ -                 | \$ -             | 0.00%        | \$ 3,300.00          |
| Consultant/ Subcontractor               | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| Other:                                  | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
|   | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| <b>Total Operating Expenses</b>         | <b>\$ 106,599.00</b> | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 106,599.00</b> |
| <b>Capital Expenditures</b>             | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ -</b>          |
| <b>TOTAL DIRECT EXPENSES</b>            | <b>\$ 467,620.00</b> | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 467,620.00</b> |
| <b>Indirect Expenses</b>                | <b>\$ 70,139.00</b>  | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 70,139.00</b>  |
| <b>TOTAL EXPENSES</b>                   | <b>\$ 537,759.00</b> | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 537,759.00</b> |
| <b>Less: Initial Payment Recovery</b>   |                      |                      |                  |              |                      |
| <b>Other Adjustments (DPH use only)</b> |                      |                      |                  |              |                      |
|   |                      |                      |                  |              |                      |
| <b>REIMBURSEMENT</b>                    |                      | <b>\$ -</b>          |                  |              |                      |

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

or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

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

Appendix F  
PAGE A

Contract ID#  
1000011308

**Contractor:** Bayview Hunters Point Foundation For Community Improvement

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

**Tel. No.:** (415) 468-5100

**Fax No.:** (415) 468-5104

**BHS**

**Funding Term:** 07/01/2020 - 06/30/2021

**PHP Division:** Behavioral Health Services

**INVOICE NUMBER:** M05 JL 20

**Ct.Blanket No.:** BPHM N/A

**Ct. PO No.:** POHM TBD

**Fund Source:** MH Adult Fed/ State/ County General Fund

**Invoice Period:** July 2020

**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>B-1 Adult Behavioral Health PC# 38513 - 251984-10000-10001792-0001</b> |                  |     |                       |     |                   |     |            |         |                        |     |            |         |
| 15/10 - 57, 59 OP - MH Svcs   | 182,071          | 275 |                       |     | -                 | -   | 0%         | 0%      | 182,071                | 275 | 100%       | 100%    |
| 15/60 - 69 OP - Medication Support  | 32,798           |     |                       |     | -                 | -   | 0%         | #DIV/0! | 32,798                 | -   | 100%       | #DIV/0! |
| 15/70 - 79 OP - Crisis Intervention                                       | 390              |     |                       |     | -                 | -   | 0%         | #DIV/0! | 390                    | -   | 100%       | #DIV/0! |
| 15/01 - 09 OP - Case Mgt Brokerage  | 14,501           |     |                       |     | -                 | -   | 0%         | #DIV/0! | 14,501                 | -   | 100%       | #DIV/0! |
| 45/20 - 29 OS - Cmnty Client Svcs   | 370              |     |                       |     | -                 | -   | 0%         | #DIV/0! | 370                    | -   | 100%       | #DIV/0! |

Unduplicated Counts for AIDS Use Only.

| Description                             | BUDGET                 | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET  | REMAINING BALANCE      |
|---|------------------------|----------------------|------------------|--------------|------------------------|
| Total Salaries                          | \$ 539,161.00          | \$ -                 | \$ -             | 0.00%        | \$ 539,161.00          |
| Fringe Benefits                         | \$ 156,356.00          | \$ -                 | \$ -             | 0.00%        | \$ 156,356.00          |
| <b>Total Personnel Expenses</b>         | <b>\$ 695,517.00</b>   | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 695,517.00</b>   |
| Operating Expenses:                     |                        |                      |                  |              |                        |
| Occupancy                               | \$ 176,150.00          | \$ -                 | \$ -             | 0.00%        | \$ 176,150.00          |
| Materials and Supplies                  | \$ 25,079.00           | \$ -                 | \$ -             | 0.00%        | \$ 25,079.00           |
| General Operating                       | \$ 29,011.00           | \$ -                 | \$ -             | 0.00%        | \$ 29,011.00           |
| Staff Travel                            | \$ 7,093.00            | \$ -                 | \$ -             | 0.00%        | \$ 7,093.00            |
| Consultant/ Subcontractor               | \$ 136,136.00          | \$ -                 | \$ -             | 0.00%        | \$ 136,136.00          |
| Other:                                  | \$ -                   | \$ -                 | \$ -             | 0.00%        | \$ -                   |
|   | \$ -                   | \$ -                 | \$ -             | 0.00%        | \$ -                   |
| <b>Total Operating Expenses</b>         | <b>\$ 373,469.00</b>   | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 373,469.00</b>   |
| <b>Capital Expenditures</b>             | <b>\$ -</b>            | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ -</b>            |
| <b>TOTAL DIRECT EXPENSES</b>            | <b>\$ 1,068,986.00</b> | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 1,068,986.00</b> |
| <b>Indirect Expenses</b>                | <b>\$ 160,346.00</b>   | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 160,346.00</b>   |
| <b>TOTAL EXPENSES</b>                   | <b>\$ 1,229,332.00</b> | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 1,229,332.00</b> |
| <b>Less: Initial Payment Recovery</b>   |                        |                      |                  |              |                        |
| <b>Other Adjustments (DPH use only)</b> |                        |                      |                  |              |                        |
|   |                        |                      |                  |              |                        |
| <b>REIMBURSEMENT</b>                    |                        | <b>\$ -</b>          |                  |              |                        |

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

or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date



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

Appendix F  
PAGE A

Contract ID#  
1000011308

**Contractor: Bayview Hunters Point Foundation For Community Improvement**

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

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104

**BHS**

Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

INVOICE NUMBER: M11 JL 20

Ct.Blanket No.: BPHM N/A

User Cd

Ct. PO No.: POHM TBD

Fund Source: MH CYF County/ WO DCYF Dimensions

Invoice Period: July 2020

Final Invoice: (Check if Yes)

| Program/Exhibit  | TOTAL CONTRACTED |     | DELIVERED THIS PERIOD |     | DELIVERED TO DATE |     | % OF TOTAL |     | REMAINING DELIVERABLES |     | % OF TOTAL |      |
|--|------------------|-----|-----------------------|-----|-------------------|-----|------------|-----|------------------------|-----|------------|------|
|  | UOS              | UDC | UOS                   | UDC | UOS               | UDC | UOS        | UDC | UOS                    | UDC | UOS        | UDC  |
| <b>B-4 Dimensions LGBT Outpatient 251962-10002-10001799-0002</b> |                  |     |                       |     |                   |     |            |     |                        |     |            |      |
| 00-20 Administration Support                                     | 450              | 25  |                       |     | -                 | -   | 0%         | 0%  | 450                    | 25  | 100%       | 100% |
|  |                  |     |                       |     |                   |     |            |     |                        |     |            |      |

Unduplicated Counts for AIDS Use Only.

| Description                             | BUDGET        | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---------------|----------------------|------------------|-------------|-------------------|
| Total Salaries                          | \$ 55,534.00  | \$ -                 | \$ -             | 0.00%       | \$ 55,534.00      |
| Fringe Benefits                         | \$ 19,993.00  | \$ -                 | \$ -             | 0.00%       | \$ 19,993.00      |
| <b>Total Personnel Expenses</b>         | \$ 75,527.00  | \$ -                 | \$ -             | 0.00%       | \$ 75,527.00      |
| Operating Expenses:                     |               |                      |                  |             |                   |
| Occupancy                               | \$ -          | \$ -                 | \$ -             | 0.00%       | \$ -              |
| Materials and Supplies                  | \$ 20,038.00  | \$ -                 | \$ -             | 0.00%       | \$ 20,038.00      |
| General Operating                       | \$ 3,500.00   | \$ -                 | \$ -             | 0.00%       | \$ 3,500.00       |
| Staff Travel                            | \$ -          | \$ -                 | \$ -             | 0.00%       | \$ -              |
| Consultant/ Subcontractor               | \$ -          | \$ -                 | \$ -             | 0.00%       | \$ -              |
| Other:                                  | \$ -          | \$ -                 | \$ -             | 0.00%       | \$ -              |
|   | \$ -          | \$ -                 | \$ -             | 0.00%       | \$ -              |
| <b>Total Operating Expenses</b>         | \$ 23,538.00  | \$ -                 | \$ -             | 0.00%       | \$ 23,538.00      |
| <b>Capital Expenditures</b>             | \$ -          | \$ -                 | \$ -             | 0.00%       | \$ -              |
| <b>TOTAL DIRECT EXPENSES</b>            | \$ 99,065.00  | \$ -                 | \$ -             | 0.00%       | \$ 99,065.00      |
| <b>Indirect Expenses</b>                | \$ 14,861.00  | \$ -                 | \$ -             | 0.00%       | \$ 14,861.00      |
| <b>TOTAL EXPENSES</b>                   | \$ 113,926.00 | \$ -                 | \$ -             | 0.00%       | \$ 113,926.00     |
| <b>Less: Initial Payment Recovery</b>   |               |                      |                  |             |                   |
| <b>Other Adjustments (DPH use only)</b> |               |                      |                  |             |                   |
|   |               |                      |                  |             |                   |
|   |               |                      |                  |             |                   |
| <b>REIMBURSEMENT</b>                    |               | \$ -                 |                  |             |                   |

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

Or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

Authorized Signatory

Date



DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
COST REIMBURSEMENT INVOICE

Appendix F  
PAGE A

Contract ID#  
1000011308

Contractor: Bayview Hunters Point Foundation For Cmmnty Improvement

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

Tel. No.: (415) 468-5100  
Fax No.: (415) 468-5104

BHS

Funding Term: 07/01/2020 - 06/30/2021

PHP Division: Behavioral Health Services

|                       |                                 |
|-----------------------|---------------------------------|
| INVOICE NUMBER:       | S04 JL 20                       |
| Ct. Blanket No.: BPHM | N/A                             |
|                       | User Cd                         |
| Ct. PO No.: POHM      | TBD                             |
| Fund Source:          | SUD Fed SABG/ County - GF (MCO) |
| Invoice Period        | July 2020                       |
| Final Invoice:        | (Check if Yes)                  |

| Program/Exhibit                        | TOTAL CONTRACTED           |     | DELIVERED THIS PERIOD |     | DELIVERED TO DATE |     | % OF TOTAL |     | REMAINING DELIVERABLES |     | % OF TOTAL |      |
|--|----------------------------|-----|-----------------------|-----|-------------------|-----|------------|-----|------------------------|-----|------------|------|
|  | UOS                        | UDC | UOS                   | UDC | UOS               | UDC | UOS        | UDC | UOS                    | UDC | UOS        | UDC  |
| B-5 Jelani Family Program PC# - 3816SD | 240646-10000-10001681-0003 |     |                       |     |                   |     |            |     |                        |     |            |      |
| Res-59 ODS Recovery Residences         | 4,928                      | 15  |                       |     | -                 | -   | 0%         | 0%  | 4,928                  | 15  | 100%       | 100% |
|  |                            |     |                       |     |                   |     |            |     |                        |     |            |      |
|  |                            |     |                       |     |                   |     |            |     |                        |     |            |      |

Unduplicated Counts for AIDS Use Only.

| Description                      | BUDGET        | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|----------------------------------|---------------|----------------------|------------------|-------------|-------------------|
| Total Salaries                   | \$ 299,451.00 | \$ -                 | \$ -             | 0.00%       | \$ 299,451.00     |
| Fringe Benefits                  | \$ 89,835.00  | \$ -                 | \$ -             | 0.00%       | \$ 89,835.00      |
| Total Personnel Expenses         | \$ 389,286.00 | \$ -                 | \$ -             | 0.00%       | \$ 389,286.00     |
| Operating Expenses:              |               |                      |                  |             |                   |
| Occupancy                        | \$ 56,738.00  | \$ -                 | \$ -             | 0.00%       | \$ 56,738.00      |
| Materials and Supplies           | \$ 13,629.00  | \$ -                 | \$ -             | 0.00%       | \$ 13,629.00      |
| General Operating                | \$ 56,350.00  | \$ -                 | \$ -             | 0.00%       | \$ 56,350.00      |
| Staff Travel                     | \$ 500.00     | \$ -                 | \$ -             | 0.00%       | \$ 500.00         |
| Consultant/ Subcontractor        | \$ -          | \$ -                 | \$ -             | 0.00%       | \$ -              |
| Other:                           | \$ -          | \$ -                 | \$ -             | 0.00%       | \$ -              |
|                                  | \$ -          | \$ -                 | \$ -             | 0.00%       | \$ -              |
|                                  | \$ -          | \$ -                 | \$ -             | 0.00%       | \$ -              |
| Total Operating Expenses         | \$ 127,217.00 | \$ -                 | \$ -             | 0.00%       | \$ 127,217.00     |
| Capital Expenditures             | \$ -          | \$ -                 | \$ -             | 0.00%       | \$ -              |
| TOTAL DIRECT EXPENSES            | \$ 516,503.00 | \$ -                 | \$ -             | 0.00%       | \$ 516,503.00     |
| Indirect Expenses                | \$ 77,423.00  | \$ -                 | \$ -             | 0.00%       | \$ 77,423.00      |
| TOTAL EXPENSES                   | \$ 593,926.00 | \$ -                 | \$ -             | 0.00%       | \$ 593,926.00     |
| Less: Initial Payment Recovery   |               |                      | NOTES:           |             |                   |
| Other Adjustments (DPH use only) |               |                      |                  |             |                   |
|                                  |               |                      |                  |             |                   |
| REIMBURSEMENT                    |               | \$ -                 |                  |             |                   |

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

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Send to:  
Behavioral Health Services-Budget/ Invoice Analyst  
1380 Howard St., 4th Floor  
San Francisco, CA 94103  
  
Or email to:  
cbhsinvoices@sfdph.org

DPH Authorization for Payment

|                      |      |
|----------------------|------|
| Authorized Signatory | Date |
|----------------------|------|

**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](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](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](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](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](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](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](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx)

Document 3S CalOMS Treatment Data Compliance Standards

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

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

Document 5A : Confidentiality Agreement

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

##### **I. Subcontractor Documentation**

The provider shall require its subcontractors that are not licensed or certified by DHCS to submit organizational documents to DHCS within thirty (30) days of execution of an initial subcontract, within

ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by DHCS.

## **Records**

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

1. Contracts with audit firms shall have a clause to permit access by State to the working papers of the external independent auditor, and copies of the working papers shall be made for State at its request.
2. Providers shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
5. Provider's shall require that all subcontractors comply with the requirements of this Section A.
6. Should a provider discontinue its contractual agreement with subcontractor, or cease to conduct business in its entirety, provider shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds.  
  
If provider cannot physically maintain the fiscal and program records of the subcontractor, then arrangements shall be made with State to take possession and maintain all records.
7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of State funds.

## **II Patient Record Retention**

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

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

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

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

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

## **III. Control Requirements**

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

- a) HSC, Division 10.5, commencing with Section 11760;
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- c) Government Code Section 16367.8;
- d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;



- f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- h) Title 42, CFR, Sections 8.1 through 8.6;
- i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)
- K) Medi-Cal Eligibility Verification  
<http://www.dhcs.ca.gov/provgovpart/Pages/DataUseAgreement.aspx>

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

- 2) The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Intergovernmental Agreement.
- 3) Providers shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SABG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.
- 4) Documents 1C incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive Document 1C. This document is:

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

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

#### **IV Provider's Agents and Subcontractors**

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to providers with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Provider shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each

subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to provider. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Provider and the subcontractor, Provider shall:

- i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
- ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

## **V Breaches and Security Incidents**

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

### **a. Initial Notice to the Department**

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

(2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by provide as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of provider.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing [privacyofficer@dhcs.ca.gov](mailto: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](http://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](mailto: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](mailto:SUDCountyReports@dhcs.ca.gov).
- III. BHS shall notify the DHCS-PED by email at [DHCSDMCRecert@dhcs.ca.gov](mailto: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  
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 first day of July, 2018, in the City and County of San Francisco, State of California, by and between Bayview Hunters Point Foundation 150 Executive Park Blvd, Suite 2800, San Francisco, CA 94134, a non-profit ("Contractor") and City.

**Recitals**

WHEREAS, the Department of Public Health ("Department") wishes to provide Mental Health and Substance Abuse 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 8-2017, issued on 8/17/17, RFP 1-2017 issued on 3/7/17, Sole Source Code Chapter 21.42 approved on 9/5/18, Request for Qualifications ("RFQ") RFQ 17-2016 issued on 7/20/16, in which City selected Contractor as the highest qualified scorer pursuant to the solicitations; and

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

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract numbers: 46987-16/17 on 8/2/17, 40587 on 3/2/18, 44670 16/17 on 6/19/17;

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, Suite 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, 2018; or (ii) the Effective Date and expire on June 30, 2021, unless earlier terminated as otherwise provided herein.

2.2 The City has 2 options to renew the Agreement for a period of one year each. 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: 07/01/2021-06/30/2022

Option 2: 07/01/2022-06/30/2023

## **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 **Nine Million Seven Hundred Fifty Seven Thousand Eight Hundred Six Dollars (\$9,757,806)**. 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](http://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](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                                   |
| 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/](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.

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

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

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

## **Article 11     General Provisions**

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

|                |  |         |                             |
|----------------|--|---------|-----------------------------|
| To CITY:       | Office of Contract Management and Compliance<br>Department of Public Health<br><br>101 Grove Street, Room 410<br>San Francisco, CA 94102 | e-mail: | luciana.garcia@sfdph.org    |
| And:           | Andrew Williams<br>CDTA<br>1380 Howard Street, 5th floor<br>San Francisco, CA 94103  | e-mail: | andrew.williams@sfdph.org   |
| To CONTRACTOR: | Bayview Hunters Point Foundation<br>150 Executive Park Blvd., #2800<br>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 proposals. The RFPs and RFQs 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 RFPs and RFQs 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**

Recommended by:



Greg Wagner  
Acting Director of Health  
Department of Public Health

**CONTRACTOR**

Bayview Hunters Point Foundation



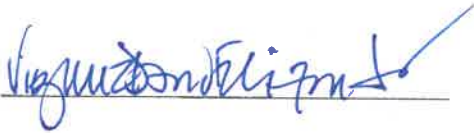
Lilian Kim Shine  
Executive Director

Supplier ID: 0000024522

Approved as to Form:

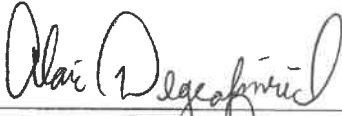
Dennis J. Herrera  
City Attorney

By:

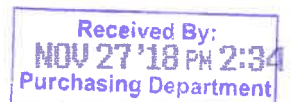


Deputy City Attorney

Approved:



Alaric Degrafinried  
Director of the Office of Contract Administration, and  
Purchaser





## Appendices

- A: Scope of Services
- A-1: Adult Behavioral Health
- A-2: School-Based Centers (Balboa)
- A-3: Children Outpatient
- A-4: Dimensions LGBT Outpatient
- A-5: Jelani Family Program
- B: Calculation of Charges
- B-1: Adult Behavioral Health
- B-2: School-Based Centers (Balboa)
- B-3: Children Outpatient
- B-4: Dimensions LGBT Outpatient
- B-5: Jelani Family Program
- 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                                |   |
| M. DPH Behavioral Health (BHS) Electronic Health Records (EHR) System |   |

- 2. Description of Services**  
**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: Adult Behavioral Health
- A-2: School-Based Centers (Balboa)
- A-3: Children Outpatient
- A-4: Dimensions LGBT Outpatient
- A-5: Jelani Family Program

**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.

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| Contractor: Bayview Hunter Point Foundation. | Appendix A-1 |
| City Fiscal Year: 2018-2019                  | 7/1/18       |
| CID#: 1000011308                             |              |

**1. Identifiers:**

Program Name: Bayview Hunters Point Foundation  
 Adult Behavioral Health  
 Program Address:  
 5815 Third Street  
 San Francisco, CA 94124  
 Telephone: (415) 822-7500  
 Facsimile: (415) 822-9767  
[www.bayviewci.org](http://www.bayviewci.org)  
 Lillian Shine, Executive Director  
 Karen Patterson, Director, Adult Behavioral Health  
 Program Code: 3851-3

**2. Nature of Document**

☒ Original    ☐ Contract Amendment    ☐ Internal Contract Revision

**Goal Statement**

To provide integrated mental health services for adults, adolescents, and children. The Foundation's goal for the provision of these services is to:

- Continue and expand mental health outpatient services for adults of all ages through the *Adult Behavioral Health (BVHPF ABH)*;
- Provide goals-focused behavioral health services so clients become self-sufficient and independent.

**3. Target Population**

San Francisco's residents in the mental health system who meet the County's eligibility guidelines and admissions criteria as identified through the ACCESS Information referral system. More specifically, residents of Southeast neighborhoods make up this target population which includes Potrero Hill and Visitacion Valley, and prioritizes residents who reside in public housing, as well as adults, adolescents and families of all cultural backgrounds. In addition, BVHPF ABH will serve schools that are located specifically within the SFUSD's Bayview Superintendent Zone.

BVHPF IBHS clients will be residents from zip codes (but not limited to) 94124, 94134 and 94107. This will include Potrero Hill and Visitacion Valley neighborhoods. While Bayview Hunters Point Foundation 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, Potrero Hill and Visitacion Valley neighborhoods of San Francisco.

**4. Modality of Service/Intervention**

Please see Appendix B CRDC page.

**5. Methodology**

**A. Community Engagement and Outreach**

BVHPF IBHS conducts community engagement and outreach through various community activities and agencies within Bayview Hunters Point, Potrero Hill, and Visitacion Valley, including city-wide events such as Homeless Connect. Different staff members will participate in various service provider networks or sit on various boards that involve community organizations and groups whose agendas are specific to Bayview Hunters Point neighborhoods. When appropriate, BVHPF IBHS flyers will be distributed at appropriate venues as advertisements and

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services connections. The BVHPF IBHS will also use the Internet to reach beyond the targeted neighborhoods of the Southeast section of the city.

### **B. Admission Criteria**

Clients served at BVHPF IBHS must meet eligibility requirements of BHS and SFDPH, be San Francisco County residents, and also meet medical necessity requirements to be enrolled in the services offered by the program. If clients are in-between counties, they can be seen for services up to 30 days if they meet the eligibility requirements for MediCal or Healthy San Francisco guidelines. Services can also be made available to clients if income levels are within the state's uniform patient fee schedule for community mental health services. Other program clients may qualify based on assessments done through Educationally Related Mental Health Services (ERMHS) and the San Francisco Unified School District (SFUSD).

### **C. Delivery Model**

The BVHPF IBHS conducts outpatient services that are clinic-based and school-based. For all client cases, close monitoring and oversight will occur by the assigned clinician for the purpose of addressing the different stages of change and recovery. This monitoring is designed to ensure stability and consistency of treatment interventions.

Program services will be delivered within the context of guidelines which include:

- System-wide standards of accountability based on cost, access, quality and outcomes;
- A single point of entry for adult and children's services;
- A common definition of the priority target population;
- The use of common admission and discharge criteria for coordinated care for all clients;
- Culturally and linguistically appropriate services;
- Provision of a standard core of services.

To fulfill the San Francisco Department of Public Health's mission to ensure an active system of care for San Franciscans, the BVHPF IBHS will participate in the BHS Advanced Access initiative by:

- Providing intake assessment and medication evaluation as needed, within 24-48 hours of request;
- Ensuring timely collection and reporting of data to BHS as required. The BVHPF IBHS will provide quarterly measures of new client demand according to Advanced Access reporting methodology, and more frequently if required by BHS;
- Providing and documenting the initial risk assessment within AVATAR within 24-48 hours of request for service;
- Adhering to BHS guidelines regarding assessment and treatment of indigent (uninsured) clients;
- Measuring delay of access for both new and ongoing clients on at least a monthly basis according to Advanced Access reporting methodology, and more frequently if required by BHS.

The Bayview Hunters Point Foundation acknowledges the merits of comprehensive services models, and prioritizes collaborative program strategies. The promotion of integrated behavioral health models is specifically addressed within the Foundation's behavioral health and substance use disorders programs. Through ongoing service efforts, this collaborative relationship provides enhancement and sustainable levels of functioning and well-being for clients of both the behavioral health and the substance use disorders programs. The Bayview Integrated Behavioral Health and the Bayview Substance Use Disorders Programs work together to provide goals-oriented interventions for clients who are dually diagnosed and who will benefit from specialty services.

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The Bayview Integrated Behavioral Health Service participates in the BHS Advanced Access initiative, the timely measurement of data at the site, and reporting of data to CBHS. Initial risk assessments are completed for clients on a timely basis and treatment planning with clients' input is prioritized and completed within anticipated timeframes.

For client referrals that represent a more critical and immediate need, priority is placed on follow up and assignment to clinicians. Priority referrals include Foster Care Mental Health, Child Protective Services (CPS), and Gold Cards (high risk, frequent service users).

Program services of Bayview Integrated Behavioral Health will be delivered within the context of integrated mental health and substance use disorders service guidelines. These guidelines include several components of evidence-based integrated programs according to Drake, Essock, and colleagues (2001):

- *Staged interventions* where stages of treatment (engagement, persuasion, active treatment and relapse prevention) are delivered based on individual readiness for each stage;
- *Motivational interventions* which involve helping the individual identify goals and recognize that not managing one's illnesses interferes with attaining these goals;
- *Counseling* to help clients develop skills and supports to control symptoms and pursue abstinent lifestyles;
- *Social support interventions* which recognize the role of social networks and peer support in recovery from dual disorders;
- *Long-term perspective* which recognizes that recovery may occur over months or years;
- *Comprehensiveness* in helping individuals transform many aspects of their lives, habits, stress, management, friends, activities, and housing;
- *Cultural sensitivity and competence* which are critical to engaging clients.

*Strategies* that clinicians and interns of the BVHPF IBHS will use in the treatment of clients include: *Motivational Interviewing, Cognitive Behavioral Therapy, Insight Oriented Therapy, Family Systems Therapy, and Evidence-Based Practices*. All strategies listed will use, in one form or another:

- *Assessments*
- *Group Therapy*
- *Individual Therapy*
- *Collateral Services*
- *Targeted Case Management*
- *Medication Support Services*
- *Crisis Intervention*
- *Case Management/Brokerage*
- *Services to Dually Diagnosed Clients*
- *Referral Services*
- *Urgent Care*

The Bayview Hunters Point Foundation Integrated Behavioral Health Service operates from 9:00am to 5:00pm Monday through Friday. Referral and intake services are coordinated through IBHS medical records and clinical staff members.

The BVHPF IBHS will provide services in the preferred language of the consumer (including sign language that will be provided through the Department of Public Health) and will make provisions for the use of trained interpreters when needed.



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#### **D. Exit Criteria**

The exit criteria for BVHPF IBHS are based upon clients' indicating that they have met their goals for treatment. Staff will meet with clients to process terminating treatment and to acknowledge that a client's goals have, in fact, been met. Staff will have provided linkages to outside independent services such as housing, case managers, medical providers, job training, substance abuse services, and medications during treatment so that there is a network of continuous resources for the client, as needed. These criteria may also be met in the form of a client becoming a meds-only client.

#### **E. Staffing**

The Bayview Integrated Behavioral Health Service is a component of a community-based human services agency which represents appropriate services response for a diverse, multi-ethnic population. The BVHPF IBHS is staffed with licensed and license-eligible marriage & family therapists, social workers, psychologists, and board certified psychiatrists who are oriented to the community and responsive to the issues of ethnicity, culture, language, and gender. The Foundation understands the importance of race, culture and language in its service provision, and maintains staffing and programming which appropriately respond to these issues. Recruitment and hiring of staff ensures competency to deliver and manage culturally and linguistically appropriate services to the populations served, and provision of effective program and therapeutic interventions designed to meet the special clinical needs of diverse populations. Diverse populations include those from racial, ethnic and cultural backgrounds, homeless individuals, and individuals of varied sexual orientations and disabilities.

### **7. Objectives and Measurements**

#### **A. Required Objectives**

All objectives, and descriptions of how objectives will be measured, are contained in the CBHS document entitled Performance Objectives, Fiscal Year 2018-2019.

#### **B. Individualized Program Objectives**

None

### **8. Continuous Quality Improvement**

The Bayview Integrated Behavioral Health Service, (Adult and Children's Programs), follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by BHS are discussed regularly with staff. Such discussions include productivity standards and requirements. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and quality of services/ The BVHPF IBHS identifies any areas of improvement needed in clinical services provided to clients through regular chart reviews. The chart reviews are conducted on a regularly scheduled basis. Avatar reports provide critical staff and program information relative to required charting and recordkeeping, documentation timelines, staff activity, caseloads, billing categories and achievement, and other current data which are useful in evaluating performance and for making informed program and clinical decisions. In meeting quality assurance guidelines and efforts, all clinical staff of the Bayview Integrated Behavioral Health Service also participates in regularly scheduled Clinical Case Conferences which provide ongoing opportunities for case presentation, development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Licensed Clinical Supervisor where discussions focus on the elements of client cases such as assessment and treatment planning, case formulation, continuity of care, and discharge planning.

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Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative, clinical, and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPF IBHS abides by the guidelines and mandates as described in the Administrative Binder in ensuring compliance in all aspects of direct services to clients, program service models, and program operations.

The Adult and Children's Programs monitor documentation via a staff PURQC (Program Utilization Review Quality Committee) structure which meets weekly for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety. (See attached PURQC form, Confidential Administrative Records form, Client Service Authorization (CSA) Request form).

#### **PURQC Chart Compliance:**

Within two months or 15 hours following the date of opening, all clinicians are required to PURQC their clients' charts. The following 12-point checklist is to be used:

1. Assessment
2. Medical Necessity Statement
3. Diagnosis (accurate and justified)
4. Treatment Plan of Care Goals (specific, observable and quantifiable. Goals must be reflected in notes and signed and dated by client)
5. Progress Notes (to include interventions and responses)
6. Treatment modalities/frequency (appropriateness relative to Treatment Plan)
7. Case Conference requirements (ROI's appropriate and in client's file)
8. Step-down required and reason given
9. Termination and discharge
10. Co-signatures (No missing signatures on all applicable documents)
11. Referrals
12. Discussion with Supervisor
- 13.

Recommendation Feedback to the clinician section must be filled out. This section identifies any missing signatures, and serves as a reminder that ID boxes at the top of each page (front and back) need to be filled out. All goals must be quantifiable, etc. From the information gathered, the chart is PURQC approved and authorization given in accordance with the PURQC CBHS Adult/Older Adult Service Intensity Guidelines. If all information is not available, the chart will only be approved conditionally or will not be approved at all. Any denied or pending PURQC cases are returned to review based on specific timeframes.

Additional PURQC options include:

1. Approved with adjustment based on the information gathered from the form;
2. Conditional approval with resubmission required within a week's time; or
3. Denied, based on stated reasons.

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Reviewer signs the form and dates it. A log is maintained of all PURQC forms signed, approved, or disallowed, and includes the number of hours requested for authorization. PURQC recommendations are then returned to the clinicians for appropriate corrections and resubmission of the recommendation sheet to the PURQC Committee for review the following week. After the initial PURQC, charts rotate through the PURQC process annually in accordance with clients' Treatment Plan of Care renewal dates.

During weekly staff meetings, quality performance objectives are discussed relative to the guidelines of the Bayview Integrated Behavioral Health Service policies and procedures. These discussions are designed to ensure that services under Reporting Unit 3851-3 remain on track and in response to Fiscal Year 2018-2019 Performance Objectives. Staff discussions of performance objectives will also include on-site trainings relative to meeting identified objectives. Avatar reports will be used to assist in tracking achievement of performance objectives and the review of clinical documentation.

#### **Cultural Competency:**

The Bayview Hunters Point Foundation recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally-relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and other on-site trainings. Guest presenters in particular will be included in on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and made available in various languages.

#### **Consumer/Client Satisfaction:**

The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with staff, and clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

#### **Timely Completion of Outcome Data:**

The Bayview Integrated Behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including CANS and ANSA data. All required resource documents are completed within the timelines designated by CBHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year, and is available for review at any time by the DPH business Office Contract Compliance (BOCC) staff and during monitoring visits.

#### **Accountability and Compliance:**

The Bayview Integrated Behavioral Health Service programs (both Adult and Children's Services) will comply with the San Francisco Health Commission, local, state, federal, and/or funding source policies and requirements such as the Health Insurance Portability Accountability Act (HIPAA), and Cultural Competency Guidelines.

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**9. Required Language (if applicable):**  
N/A



**1. Identifiers:**

Program Name: School-based Centers (Balboa)  
Program Address: 1000 Cayuga Avenue Room 156  
City, State, ZIP: San Francisco CA 94112  
Telephone: 415.469.4512 FAX: 415.337.2135  
Website Address: www.sfdph.org  
  
Contractor Address: 150 Executive Park Blvd, Suite 2800  
City, State, ZIP: San Francisco, CA 94134  
Person Completing this Narrative: Kim Shine, Executive Director  
Telephone: (415) 468-5100  
Email Address: Lillian.shine@bayviewci.org  
Program Code(s): 38518

**2. Nature of Document:**

☒ New ☐ Renewal ☐ Modification

**3. Goal Statement:**

- Provide prevention and early intervention behavioral health services including (1) prevention activities that address stigma, and increase awareness of and access to services, (2) screening, assessment, short-term crisis and individual/group counseling services to students and their families
- Integrate completely into the student support efforts at Balboa High School provided through the San Francisco Unified School District.

**4. Target Population:**

Male, female and transgender youth ages 11-19, who come from a low socio-economic background, on General Assistance or who are unemployed, who speak English, Spanish or Chinese. While Bayview Hunters Point Foundation welcomes and Services all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of the those who live in the following Zip Codes: 94112, 94134, 94131, 94124, 94127, 94110 African-American population in the Bayview Hunters Point and Sunnydale neighborhoods of San Francisco.

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

Please Appendix B CRDC page.

**Leadership Development** (MHSA Activity Category)

- (1) Youth Advisory Board (YAB): The behavioral health team will work with BTHC's Youth Advisory Board (YAB) and coordinator to (1) train peer advocates/educators and (2) develop education and outreach materials and content that (a) address the issue of stigma related to youth accessing BH services, (b) educate on minor consent and access to services, and (c) present several behavioral health issues common to our target population with support options.

Timeline: July 2018- June 2019: ongoing peer development and training  
UOS: 200 hours leadership development - youth training/development

**Outreach and Engagement** (MHSA Activity Category)

(2) Classroom presentation outreach and engagement: A BTHC staff Health Educator and the YAB will work with the coordinator and clinic BH team to organize and facilitate peer education in particular Balboa 9<sup>th</sup> grade Health and Life-Skills classes. Topics will include minor consent laws, access to services for youth, anti-stigma messages as it relates to youth and BH services, healthy relationships, and other relevant topics. The YAB will also reach other students through school-wide and local community events and health fairs and through Bal-TV. In addition, the BTHC Health Educator will conduct classroom presentations on key health topics which are cogent to behavioral health- such as healthy relationships, sexuality, and hygiene- with youth who have been detained at the Juvenile Justice Center. These presentations will highlight services available to youth at DPH Community Health Programs for Youth (CHPY) Clinics, of which BTHC is one.

Timeline: August/September 2018: revise classroom presentations as needed

October: Coordinate group trainings with classroom teachers and health educator or YAB members- prepare to implement lessons.

October 2018 – June 2019: implement classroom outreach/lessons

UOS: 60 hours outreach and engagement (20 classes (1.5 hours each) + 1.5 hours preparation for each class)

(3) Parent/ Family/ Community outreach and engagement: With guidance from staff Health Educators, The BTHC YAB will produce and lead two community theater events annually, inviting students, their parents and other family members, Balboa High School teachers and administrators, and others to attend. These "Forum Theater Productions" will highlight behavioral health issues relating to youths' lives and focus on destigmatizing mental health difficulties and accessing care. They will serve to help parents to understand normal adolescent development, identify issues impacting positive development, and address parental roles in supporting healthy youth. In addition BTHC staff will work with parent liaisons at Balboa High School to inform parents of services available through the clinic and to engage them in outreach activities. This may include staff attendance and presentations at monthly school Parent-Teacher-Student Association (PTSA) meetings and utilizing the PTSA newsletter to send out information and elicit feedback on a monthly basis. Clinic staff and the YAB will also participate in periodic clinic open houses, during school wide parent events- inviting families to come and see the clinic and learn about its services.

Timeline: September 2018-June 2019:

UOS: 30 hours total (2 2-hour theater presentations + 10 hours preparation per presentation + 2 clinic open houses at 2 hours each + 4 PTSA meetings annually, including preparation time for each meeting)

#### **Screening and Assessment** (MHSA Activity Category)

(4) Screening: 120 youth

Any student can self-refer for behavioral health services at BTHC. However, students are most often referred for screening and assessment by someone other than themselves including a friend or parent, school faculty, intra-clinic referral, or from another agency or school. Behavioral health staff meets with the student to screen (identify issues) and assess (determine level of need for intervention). During the assessment phase, staff also determines whether the client meets criteria for minor consent or requires parental consent to continue to treatment phase.

When indicated, parents and/or other family members may be requested to participate in services with their child. In these cases, the family will be asked to come in for an assessment visit which may lead to an agreement for time limited treatment.

Timeline: July 2018 – June 2019, services are ongoing

UOS: 120 hours screening (120 youth/families X average 60 minute screening)

(5) Assessment: 95 youth will be assessed for services

Timeline: services are ongoing July 2018 – June 2019  
UOS: 95 hours assessment services (95 youth X one hour)

**Crisis Response** (MHSA Activity Category)

(6) Crisis intervention: will be provided as needed; this may include both individual and group services;  
Timeline: services are ongoing August 2018 – June 2019  
UOS: 50 hours crisis intervention (20 youth X 2.5 hour's average time spent/client)

**Training and Coaching** (MHSA Activity Category)

(7) The BTHC Behavioral Health Staff will participate in weekly case-conference reviews, which will include all behavioral health clinicians at BTHC, any graduate student interns working with the program, and program Health Educators. BTHC BH staff will also participate in monthly All CHPY Conference/Consulting Groups which will include mental health providers from all CHPY sites and focus partially on potential opportunities for integration of services across CHPY sites.  
In addition, key staff will participate in Behavioral Health seminars and conferences throughout the year.

Timeline: July 2018 – June 2019: weekly and monthly consultation groups  
UOS: 100 hours training and coaching (40 weekly BTHC team meetings + 10 monthly CHPY team meetings at an average of 2 hours per meeting + time for additional staff trainings)

**Mental Health Consultation** (MHSA Activity Category)

(8) Staff Consultation: these services included staff participation in school-based meetings such as Student Success Teams and other student oriented meetings. Staff will also work with individual teachers or other agency staff on behalf of client/family needs. Staff will attend a minimum of 40 school-based meetings and consult with a minimum of 50 adults.

Timeline: September 2018 – June 2019: services are ongoing  
UOS: 50 hours group consultation (25 meetings X 2 hours each)

UOS: 50 hours individual consultation (100 individual consults X 30 minutes average)

**Early Intervention Services and Strategies**

Youth N= 155 (105 individual, 50 group with duplication)  
+ Family members/Other Adults as indicated  
UOS = 1040

**Individual Therapeutic Services** (MHSA Activity Category)

(9) Brief individual/family therapy: utilizing motivational interviewing, CBT, brief therapy, and systems theory, a minimum of 100 youth will access individual and family services

UOS: 860 hours individual therapy/counseling (105 youth/families x average 6 one hour sessions plus average 2 hour charting time per youth – includes youth already screened/assessed from prior year)

**Group Therapeutic Services** (MHSA Activity Category)

(10) Groups: High School/ Various: This year BTHC will offer a minimum of 3 group series to meet student needs as determined by student feedback, BHS faculty and staff input, and clinic capacity.  
UOS: 180 hours (60 groups x 3 hours group/prep/charting)



**6. Methodology:**

A. The services of Balboa Teen Health Center are targeted to youth that live and/or go to school in the Southeast Sector of San Francisco, particularly the students of Balboa High School. In order to promote services and recruit participants, BTHC maintains an active role in school events in the central quad. Additionally, as a component of the Comprehensive Sexual Education conducted by BTHC health educators annually with all Balboa HS freshmen, students are given tours of the clinic which include a description of the services available and a Q and A session with Clinic staff. The Balboa Teen Health Center has a Youth Advisory Board (YAB) which is comprised annually of 12+ students from Balboa High School. YAB members play a very active role in developing and implementing the outreach and engagement components of the BTHC Outpatient Behavioral Health Program. YAB members provide classroom interventions in collaboration with BTHC health educators, presenting on issues including minor consent and mental health counseling. The YAB also provides a vital sounding board for Behavioral Health staff, providing general feedback on services provided and ideas for how services could be made more youth positive and accessible.

B. Eligibility criteria for YAB membership: (1) brief written application; (2) interviewed by current YAB members who vote on new membership with Coordinator input.

Eligibility for Peer Resources: every school year, students in PULSE/peer resources self-select to work with BTHC staff on a particular health topic after hearing a pitch from BH Services staff.

Intake criteria for individual and group services: services are available to any SFUSD student ages 12-19; whether students are self-referred or referred by someone else, all are screened and assessed, and for those youth who consent to services, goals are developed by mutual agreement between client and counselor.

C. BTHC is open Monday – Friday between the hours of 8:30 am and 5 pm; as needed, services may be offered later in the evening to accommodate family involvement. Direct services are provided in clinic, in classrooms, and in some instances in the community. Outreach and engagement services are provided through use of social media (BalTV, school loop, web-based, etc). BTHC has made considerable efforts to develop a truly multidisciplinary team that provides a seamless, comprehensive system of care for clients which includes:

- Warm handoffs between disciplines including utilizing a behaviorist model in primary care, which tends to work equally as well with health education.
- Use of weekly all-staff client review so that medical, behavioral and education staff can all contribute to treatment plans, and share information to support client success.
- Close working relationships with Balboa High School faculty and Administration (the most significant referral source for BTHC's programs)
- Single point of intake- whichever discipline students' access first completes the preliminary steps for intake (i. e. consents signed, HIPAA signed, psychosocial history completed, etc.) so that this process does not need to be repeated if a client accesses several services.

**Linkages:** Collaborative relationships are in place to provide additional services for specific populations including:

- Huckleberry Youth Programs, Larkin Street Youth Services, 3<sup>rd</sup> Street Youth Center and Clinic, LYRIC, – access to supportive services and housing for youth through CHPY partner agencies
- Cole Street Youth Clinic, Larkin Street Youth Clinic, Dimensions Clinic, 3<sup>rd</sup> Street Youth Clinic, New Generation Health Center, SPY- access to additional healthcare services for different youth populations through CHPY network clinics.

D. Youth will show readiness for discharge by successfully completing treatment plan goals which may include (1) successful strategies for dealing with stress and mental health issues in the family or with peers (if identified), (2) increased school attendance, participation (3) reduced risky sexual behaviors and increased safer sex practices for those youth who identify as sexually active, and (4) improved health habits as compared to baseline measures particularly related to nutrition, sleep, exercise, and mood. Successful

completion may also be tied to youth's ability to follow through and engage in other services he-or she is referred to, to support and maintain positive life changes.

E. BTHC Behavioral Health Services staff includes 3 full time MFT mental health/substance abuse counselors, 3 MFT Graduate Interns, 1 full time Health Educator, and one part time Health Educator. Outreach and Engagement and Leadership Development activities are conducted by all BH Services staff. Crisis Intervention and Screening and Assessment are provided by staff MFTs and Graduate Interns. Training and Coaching are conducted with the participation of all staff. Mental Health Consultation is provided by staff MFTs, secondarily by MFT Graduate interns. Individual and Group Therapeutic services are provided by staff and intern MFTs. Funding for this program includes, in addition to MHSA, funding from the California Wellness Foundation, the Metta Fund, and City General Funds; MHSA does not support health education staff or the AmeriCorps member.

#### Systems Transformation Methodology:

- MHSA →** 1. One of the primary MHSA tenets is consumer participation/engagement. Programs must identify how participants and/or their families are engaged in the development, implementation and/or evaluation of programs. This can include peer-employees, advisory committees, etc.

Consumer/Participant Engagement in program development/implementation/evaluation:

- A. Youth Advisory Board – support peer outreach and engagement, delivery of significant services, and program evaluation (youth are paid a stipend)
- B. Annual CBHS Client Satisfaction Survey – all therapy clients (individual and group) are offered opportunity to complete
- C. Active participation in monthly PTSA meetings allow us to engage parents and obtain feedback on what services they want, how best to deliver

- MHSA →** 2. Efforts to improve service coordination result in a seamless experience for clients.

As stated earlier in 6C., BTHC has made a concerted effort over time to create a multidisciplinary team that can provide a seamless, comprehensive system of care for clients. As stigma around accessing behavioral health services continues to impinge on youths' willingness to utilize these services, we continue to see significant numbers of students coming in with somatic complaints requesting to see "the nurse"; the ability to provide a warm handoff to behavioral health staff helps ensure that youth get what they need. Additionally, the "single point of intake" as described earlier, reduces redundant paperwork for youth and is more consumer friendly. Finally, we have relationships with a number of CBOs to provide direct linkages for additional services: for example – we work closely with Huckleberry Youth Programs and Larkin Street Youth Services.

#### **7. Objectives and Measurements:**

**Individualized Performance Objective:** By 6/30/18, at least 75% of 9<sup>th</sup> graders who have completed Pre/Post surveys after participating in a BTHC Youth Advisory Board or BTHC Health Educator led classroom presentations during FY 17-18, will either agree or strongly agree with the statement "I am comfortable using services at my school's health center" as shown on their Post Surveys.

**MHSA GOAL:** Increased ability to cope with stress and express optimism and hope for the future.

**Individualized Performance Objective:** By 6/30/18, a minimum of 65% youth accessing early intervention services at BTHC will, by self-report post a minimum of 3 sessions, identify:

(1) one or more skills they have successfully utilized to reduce stress or other related symptoms, (2) one positive goal they are currently putting time into, as documented in post session tests.

**Participant Satisfaction Objective:**

By 6/30/18, on the CBHS Consumer Satisfaction surveys for FY 2016-17 the statement "Staff treated me with respect" will be among Highest Agreement Items on the survey for Balboa Teen Health Center, with 90% of participants in agreement or more.

**8. Continuous Quality Improvement:**

*"Quality Assurance and Continuous Quality Improvement requirements will be addressed in the CBHS Declaration of Compliance."*

**9. Required Language: N/A**

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| <b>Contractor:</b> Bayview Hunters Point Foundation          | <b>Appendix A-3</b> |
| <b>Program:</b> Bayview Hunters Point<br>Children Outpatient | <b>7/1/18</b>       |
| <b>City Fiscal Year (BHS only):</b> 07/01/2018– 06/30/2019   |                     |

## 1. Identifiers:

### Program Name:

Bayview Hunters Point Foundation  
Children Outpatient

### Program Address:

5815 Third Street  
San Francisco, CA 94124

**Telephone:** (415) 822-7500

**Facsimile:** (415) 822-9767

[www.bayviewci.org](http://www.bayviewci.org)

Lillian Shine, Executive Director

Karen Patterson, Director, BVHPF IBHS

**Program Code:** 3851-6

## 2. Nature of Document

☒ **Original**      ☐ **Contract Amendment**      ☐ **Internet Contract Revision**

## 3. Goal Statement

To provide behavioral health and prevention services to children, adolescents, and their families. BVHPF IBHS provides age-specific outpatient behavioral health services to children through the age of 18 to:

- improve functioning in the home, school, and community;
- improve family support to caregivers;
- promote growth and development;
- prevent psychiatric decompensation.

Services will be provided in a culturally sensitive, community-based setting.

## 4. Target Population

- preschool aged children who present with social-emotional difficulties, often associated with developmental delays;
- school-aged children eligible for ERMHS services who require psychotherapy to benefit from special education;
- children and youth who present with behavioral difficulties, often at risk of school suspension;
- children involved with child welfare due to neglect or abuse;
- children exposed to family or community violence;
- children whose parents are recovering from substance abuse or addiction; and, youth involved with juvenile probation due to conduct disorders or gang involvement in the behavioral health system who meet the County's eligibility guidelines and admissions criteria as identified through the Access Information referral system. Services will also place emphasis on children and families of all cultural backgrounds who reside in public housing. In addition, the BVHPF IBHS will focus on schools that are located

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specifically within the SFUSD's Bayview Superintendent Zone. While Bayview Hunters Point Foundation welcomes and Services all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of residents living in the Southeast District neighborhoods of Potrero Hill, Visitacion Valley, and Sunnydale neighborhoods of San Francisco.

## **5. Modality of Service/Intervention**

**A. Modality:** See CRDC Appendix B CRDC page.

**B. Definition of Billable Services:**

Mental Health Services, Assessment, Therapy, Collateral, Case Management, Crisis Intervention, Outreach Services/Consultation Services

The BVHPF IBHS will adhere to BHS guidelines regarding assessment and treatment of indigent child and adolescent clients who will be referred to MediCal, Healthy Families, or Healthy Kids, if eligible.

## **6. Methodology**

### **6A. Community Engagement and Outreach**

BVHPF IBHS will conduct community engagement and outreach through various community activities and agencies within Bayview Hunters Point, Potrero Hill, and Visitacion Valley, and will participate in city-wide events that lend themselves to supporting the needs of children, adolescents, and families. Program staff will participate in various service provider networks or sit on various boards that involve community organizations and groups specific to services in Bayview Hunters Point neighborhoods. When appropriate, BVHPF IBHS flyers will be distributed for advertisement regarding program services and for connections that promote expansion of supportive resources. The BVHPF IBHS will also use the Internet to reach beyond the targeted neighborhoods of the Southeast section of the City as needed.

### **6B. Admission Criteria**

Clients served at the BVHPF IBHS must meet the eligibility requirements of CBHS and SFDPH. Clients must be San Francisco County residents and also meet medical necessity guidelines in order to be enrolled in the BVHPF IBHS. If clients are in-between counties, they can be seen for services up to 30 days if they meet eligibility requirements for MediCal or Healthy San Francisco. An additional eligibility option is available if a client's family income level is within the state's uniform patient fee schedule for community mental health services. Clients may also qualify for services based on assessments done through ERMHS, SFUSD, SIT (Student Intervention Team) and Child Crisis Services.

### **6C. Delivery Model**

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Following is a summary of how the BVHPF IBHS conducts outpatient services for children, adolescents, and families. In all cases, there will be close monitoring and oversight by the clinicians and program supervisors to address the different stages of change in a client's recovery. Treatment interventions are designed to ensure the stability and consistency of client care.

:

Services of the Bayview Hunters Point Foundation Integrated Behavioral Health Program will be delivered within the context of integrated mental health and substance abuse service guidelines, when appropriate. This includes several components utilized by integrated programs that are considered evidence-based according to Drake, Essock, and colleagues (2001). These integrated components are identified as:

- *Staged interventions* where stages of treatment (engagement, persuasion, active treatment and relapse prevention) are delivered based on individual readiness for each stage;
- *Motivational interventions* which involve helping the individual identify goals and recognize that not managing one's illnesses interferes with attaining these goals;
- *Counseling* to help clients develop skills and supports to control symptoms and pursue an abstinent lifestyle;
- *Social support interventions* which recognize the role of social networks and peer support in recovery from dual disorders;
- *Long-term perspective* which recognizes that recovery may occur over months or years;
- *Comprehensiveness* in helping a child and his or her family transform many aspects of life habits, stress, management, friends, activities and educational goals; and
- *Cultural sensitivity and competence* which are critical to engaging clients.

*Strategies* used by the BVHPF IBHS clinicians and interns include *Motivational Interviewing, Cognitive Behavioral Therapy, Insight Oriented Therapy, Family Systems Therapy, Evidence-Based Practices*. These strategies will use the following treatment modalities in one form or another:

- *Assessments*
- *Group Therapy*
- *Individual Therapy*
- *Collateral Services*
- *Targeted Case Management*
- *Medication Support Services*
- *Crisis Intervention*
- *Case Management/Brokerage*
- *Services to Dually Diagnosed Clients*
- *Referral Services*
- *Urgent Care*

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The Bayview Hunters Point Foundation Integrated Behavioral Health Service operates from 9:00am to 5:00pm Monday through Friday. Referral and intake services for the BVHPF IBHS are coordinated through the program's clinical staff and supervisors. Intake requests are usually responded to within 24 to 48 hours, and special appointment arrangements can be made if necessary. Children and adolescents are generally seen before or after school at the outpatient clinic or at school sites as arranged through Memorandum of Understanding agreements and scheduling with principals or designated school staff.

The BVHPF IBHS offers intensive services in a flexible, creative manner during the first two months of treatment, and brief therapy strategies and interventions thereafter if needed. Information and referral services are provided for a wide range of related programs in the community.

Both individual and conjoint family sessions are provided for children and adolescents, their caregivers, and their families. Classroom observations, on-site collaboration, and problem-solving with teachers, psychologists, and paraprofessional school support staff are provided on a regular basis. The assigned therapist at the BVHPF IBHS will attend individual educational placement meetings to determine medical necessity for outpatient behavioral health services on a case by case basis. Outreach visits to the home, hospital, or Juvenile Hall are also offered when necessary.

#### **6D. Exit Criteria**

The exit criteria for the BVHPF IBHS are based on the decisions of client, family, or outside agencies where behaviors indicate that treatment goals have been met. Staff will meet with the client and family members, along with any additional collateral program team members, to process terminating treatment and to confirm that a client's goals have, in fact, been met. Staff will have provided linkages to outside, independent services such as special education services at another school, housing, case management, medical providers, job training, substance abuse, and medication services during treatment so that there is a network of continuous resources for the client and his or her family as needed. These criteria may also be met by a client becoming meds-only, transitioning out of children's services and into transitional age youth (TAY) services, or when all other special outside program requirements have been met.

#### **6E. Staffing**

The BVHPF IBHS is a component of a community-based human services agency, representing a diverse, multi-ethnic population. The program is staffed with licensed and license-eligible marriage & family therapists, social workers, psychologists, and board certified psychiatrists who are oriented to the community and responsive to the issues of ethnicity, culture, language, and gender. The Foundation understands the importance of race, culture and language in its service provision, and maintains staffing and programming which appropriately respond to these issues. Decisions regarding recruitment and hiring of staff ensure competency in the delivery and management of culturally and linguistically appropriate services to the population served. Program staffing also ensures provision of effective therapeutic interventions which are designed

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to meet the special clinical needs of diverse populations. Diverse populations include those from racial, ethnic and cultural backgrounds, the homeless, and individuals of varied sexual orientations, and disabilities.

## **7. Objectives and Measurements**

### **A. Required Objectives**

All objectives and descriptions of how objectives will be measured are contained in the CBHS document entitled Performance Objectives, Fiscal Year 2018-2019.

### **B. Individualized Program Objectives**

None

## **8. Continuous Quality Improvement**

The Bayview Integrated Behavioral Health Service, (Adult and Children's Programs), follows a Quality Assurance and Activities Plan that is designed to enhance, improve, and monitor quality of care and services. Annual Performance Objectives identified by CBHS are discussed regularly with staff. Such discussions include productivity standards and requirements. All clinical staff members are expected to carry out services based on program productivity standards which include caseload size, units of service, and quality of services. The BVHPF IBHS identifies any areas of improvement needed through chart reviews. The chart reviews are conducted on a regularly scheduled basis. Avatar reports provide critical staff and program information relative to required charting and recordkeeping, documentation timelines, staff activity, caseloads, billing categories and achievement, and other current data which are useful in evaluating performance and for making informed program decisions. In meeting quality assurance guidelines and efforts, all clinical staff of the Bayview Integrated Behavioral Health Service also participates in regularly scheduled Clinical Case Conferences which provide ongoing opportunities for case presentation, development, and feedback. Clinicians receive weekly 1:1 supervision and Group Supervision from a Clinical Supervisor where discussions focus on the elements of client cases such as treatment planning, case formulation, continuity of care, and discharge planning.

Guidelines and results of documentation of Continuous Quality Improvement are included in the Program's annually revised Administrative Binder. Contents of the Administrative Binder include guidelines, descriptions, and results of a range of administrative and operating procedures. The Administrative Binder attests to compliance regulations, service policies, fees and billing, quality assurance, credentialing, client satisfaction, grievances, emergencies, cultural competence, facility status and fire clearance, and client rights. The BVHPF IBHS abides by the guidelines and mandates as described in the Administrative Binder to ensure



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compliance in all aspects of direct services to clients, program service models, and program operations.

The Adult and Children's Programs monitor documentation via a staff PURQC (Program Utilization Review Quality Committee) structure which meets weekly for the purpose of reviewing client charts. The PURQC process includes review of documents based on an identified checklist, review of compliance to documentation, and feedback and recommendations to clinicians regarding charts scheduled in this process. The Bayview Integrated Behavioral Health Service adheres to relevant PURQC guidelines and assures compliance to its mandates and propriety. (See attached PURQC form, Confidential Administrative Records form, Client Service Authorization (CSA) Request form).

### **PURQC Chart Compliance:**

Within two months or 15 hours following the date of opening, all clinicians are required to PURQC their clients' charts. The following 12-point checklist is to be used:

1. Assessment
2. Medical Necessity Statement
3. Diagnosis (accurate and justified)
4. Treatment Plan of Care Goals (specific, observable and quantifiable. Goals must be reflected in notes and signed and dated by client)
5. Progress Notes (to include interventions and responses)
6. Treatment modalities/frequency (appropriateness relative to Treatment Plan)
7. Case Conference requirements (ROI's appropriate and in client's file)
8. Step-down required and reason given
9. Termination and discharge
10. Co-signatures (No missing signatures on all applicable documents)
11. Referrals
12. Discussion with Supervisor

Recommendation Feedback to the clinician section must be filled out. This section identifies any missing signatures, and serves as a reminder that ID boxes at the top of each page (front and back) need to be filled out. All goals must be quantifiable, etc. From the information gathered, the chart is PURQC approved and authorization given in accordance with the PURQC CBHS Adult/Older Adult Service Intensity Guidelines. If all information is not available, the chart will not be approved. Any denied or pending PURQC cases are returned for review based on specific timeframes.

Additional PURQC options include:

1. Approved with adjustment based on the information gathered from the form;
2. Conditional approval with resubmission required within a week's time; or

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### 3. Denied, based on stated reasons.

Reviewer signs the form and dates it. A log is maintained of all PURQC forms signed, approved, or disallowed, and includes the number of hours requested for authorization. PURQC recommendations are then returned to the clinicians for appropriate corrections and resubmission of the recommendation sheet to the PURQC Committee for review the following week. After the initial PURQC, charts rotate through the PURQC process annually in accordance with clients' Treatment Plan of Care renewal dates.

During weekly staff meetings, quality performance objectives are discussed relative to the guidelines of the Bayview Integrated Behavioral Health Service policies and procedures. These discussions are designed to ensure that services under Reporting Unit 3851-6 remain on track and in response to Fiscal Year 2018-2019 Performance Objectives. Staff discussions of performance objectives will also include on-site trainings relative to meeting identified objectives. Avatar reports will be used to assist in tracking achievement of performance objectives and the review of clinical documentation.

#### **Cultural Competency:**

The Bayview Hunters Point Foundation recognizes the importance of culture in the design and offering of services, and makes every effort to be a responsive, culturally-relevant provider. To ensure that all staff are aware of and trained in a range of issues related to serving the cultural interests and needs of clients, the Bayview Integrated Behavioral Health Service staff will participate in available trainings on cultural issues that are provided by the Department of Health and on-site. Guest presenters in particular will be included in on-site trainings. Given the diversity of San Francisco communities, if a client should make a request for specific ethnic, linguistic, or gender relative to cultural preferences, the Program will make every effort to be accommodating to those requests. Materials available for clients' use are printed and available in various languages.

#### **Consumer/Client Satisfaction:**

The Bayview Integrated Behavioral Health Service values client opinions and suggestions for program improvements. Clients are provided an opportunity to express their views through annual client satisfaction surveys which are administered through a Community Behavioral Health Service protocol. Client Satisfaction Survey results are reviewed and discussed with clients as applicable. Suggestions provided by clients through this process are reviewed as well and discussed with all staff. Suggestions for program changes are implemented as appropriate and doable so that services outcomes and the quality of care provided to all clients can be enhanced and deemed more effective for all clients.

#### **Timely Completion of Outcome Data:**

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The Bayview Integrated behavioral Health Service follows all compliance guidelines relative to the gathering and evaluation of outcome data, including CANS and ANSA data. All required resource documents are completed within the timelines designated by CBHS. Copies of weekly staff meeting agendas, on-site training endeavors, and any other required Avatar or BHS generated outcome reports are retained in the files of the Bayview Integrated Behavioral Health Program. The Program's Administrative Binder is up to date according to fiscal year, and is available for review at any time by the DPH Business Office Contract Compliance (BOCC) staff and during monitoring visits.

**Accountability and Compliance:**

The Bayview Integrated Behavioral Health Service programs (both Adult and Children's Services) will comply with the San Francisco Health Commission, local, state, federal, and/or funding source policies and requirements such as the Health Insurance Portability Accountability Act (HIPAA), and Cultural Competency Guidelines.

**9. Required Language (if applicable):**

N/A

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| <b>Contractor: Bayview Hunter Point Foundation (BVHPF)</b> | <b>Appendix A-4</b> |
| <b>City Fiscal Year: 18-19</b>                             | <b>7/1/18</b>       |
| <b>CID#: 1000011308</b>                                    |                     |

### 1. Agency and Program Identification

**Name:** Bayview Hunters Point Foundation for Community Improvement  
 Fiscal Intermediary for Dimensions LBGT Outpatient  
**Address:** 150 Executive Park, Suite 2800  
 San Francisco, CA 94134  
**Phone:** 415-468-5100  
**Fax:** 415-468-5104  
**Contact Name:** Michael Petersen, Director, Primary Care Youth Programs

### 2. Nature of Document:

☒ New      ☐ Renewal      ☐ Modification

### 3. Goal Statement

As a Fiscal Intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide two staff members to support a portion of the Behavioral Health activities of the Dimensions Clinic. The Dimensions Clinic provides primary care and behavioral health services (mental health and substance use counseling). The goal of the provided staff is to provide group and individual behavioral health counseling for Dimensions' clients- LGTBQIQ youth, ages 12-25.

### 4. Target Population

Transitional aged youth (TAY) ages 16-24, and other youth aged twelve to twenty-five who identify as lesbian, bisexual, transgender, and/or queer (LGBTQ). While Bayview Hunters Point Foundation welcomes and Services all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of individuals who identify as lesbian, bisexual, transgender and/or queer (LGBTQ).

### 5. Modality and Program Description

As a fiscal intermediary, Bayview Hunters Point Foundation for Community Improvement shall provide all human resources related services to the two staff. Bayview Hunters Point Foundation for Community Improvement shall work with the Primary Care Youth Programs to ensure that fiscal reporting and payments related to the staff are accurate.

The Dimensions Clinic provides comprehensive care, including primary care, sexual health, HIV prevention and education, case management, mental health, substance use services, and referrals and linkages to other youth services, in the Castro-Mission Health Center. It is primarily staffed by the Department of Public Health (DPH). Bayview Hunters Point Foundation for Community Improvement provides two staff to support a portion of Dimensions' behavioral health programming by conducting group and individual counseling with Dimension clients.

### 6. Methodology

Bayview Hunters Point Foundation for Community Improvement staff shall provide behavioral health counseling in appropriate settings in order to engage Dimensions' clients, help them learn coping mechanisms and self-sufficiency, and connect them to other services. Services take place at the following sites: Castro Mission Health Center, Larkin Street Youth Services, San Francisco LGBT Center, and Lavender Youth and Recreation Center (LYRIC).

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| <b>Contractor: Bayview Hunter Point Foundation (BVHPF)</b> | <b>Appendix A-4</b> |
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| <b>CID#: 1000011308</b>                                    |                     |

## **7. Outcome Objectives and Measurements**

Bayview Hunters Point Foundation for Community Improvement staff shall provide group and individual counseling to over 40 youth in FY 2018-19.

35 or more of the clients seen by Foundation Staff for individual counseling will return for 3 or more encounters.

20 or more of the Foundation Staff's group and individual counseling clients will be referred to Dimensions Medical services.

Outcome and process data will be collected by Foundation staff as behavioral health counseling is conducted, and will be tracked using e-Clinical Works. The data shall be compiled 45 days after the close of each fiscal year by the DPH Director of Primary Care Youth Programs.

## **8. Continuous Quality Improvement**

Bayview Hunters Point Foundation for Community Improvement shall meet with the Primary Care Youth Programs Director to develop Quality Improvement plans, as needed, related to the outreach and engagement portion of the Dimensions Clinic.

## **9. Languages**

N/A

**1. Identifiers:**

**Program Name:** Jelani Family Program

**Program Address:**

1638 Kirkwood Street

San Francisco, CA 94124 **Telephone:** (415) 671-1165

[www.jelaniinc.org](http://www.jelaniinc.org)

Lillian Shine, Executive Director

Pamela Gilmore, Program Director

**Program Code:** 38502

**1. Nature of Document:**

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

**2. Goal Statement:**

To provide long term residential/recovery programming.

**3. Target Population:**

Men and women recovering from substance use, who have completed a clinical treatment program and require temporary housing (up to 18 months) to transition to complete independence. This may include children and family members if reunification is central to transition and legally permissible for the client. While Bayview Hunters Point Foundation welcomes and Services all ethnicities and populations, services are also designed to meet the cultural and linguistic needs of men, women and families.

**4. Modality(s) / Intervention(s):**

Please see Appendix B CRDC page.

**5. Methodology:**

Jelani Family Program will focus on providing housing to those who match the outlined criteria. The program offers storage for food and personal items but does not provide these and other basic necessities.

The program is not clinical in nature, and as such care management is the primary direct service. Jelani Family will provide assistance in building life skills (e.g. resume and scheduling assistance, time management practices) and will also maintain a calendar of external service opportunities available to clients.

The main function of the care management services is to facilitate connections to outside providers. Each client is responsible for making and maintaining these service relationships on their way toward complete independence. When appropriate, the care manager may make the residential facility available to external programs.

These indirect services may include but shall not be limited to:

- a. Clinical treatment
- b. Support groups
- c. Employment counseling
- d. Family counseling
- e. Financial assistance
- f. Transportation
- g. Education

**6. Objectives and Measurements:**

**“All Objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Performance Objectives FY 18-19.” The objectives that apply to this program are:**

**a. Individualized Objectives**

None

**7. Continuous Quality Improvement (CQI):**

The Bayview Hunters Point Jelani Family Program CQI activities are designed to enhance, improve and monitor quality of services.

A. The Program will identify areas of improvement through chart reviews and case conferences which are conducted on a monthly basis. Avatar reports will be reviewed and reconciled on a monthly basis by the Intake & Billing Staff. Participants in the case conference meetings include the Program Director, Care Manager and Monitors. The care manager and monitors receives monthly supervision from the Program Director where they are advised on client status as to meeting their stated goals of obtaining permanent housing and the means to establish financial stability and remain clean and sober.

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). To ensure compliance with documentation monthly chart reviews are conducted by Medical Records Staff and Care Manager, then discussed with the Program Director for follow-up issues.

All staff participates in annual documentation trainings provided internally and by Behavioral Health Services.

Staff meetings are also held on a monthly basis as a venue where staff can discuss administrative and program 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. The agency values client opinions and suggestions for program improvements. Clients will be 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 will be documented and then discussed with the multi-disciplinary staff. Changes that improve the efficacy, quality or outcomes of program services will be prioritized for implementation. Results of the focus groups will posted throughout the facility which encourages clients to give additional feedback.

**8. Required Language:**

a. None

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.

E. To provide for continuity of services while a new agreement was developed, the Department of Public Health established a contract with Bayview Hunters Point, FSP 1000008154 for the same services and for a contract term which partially overlaps with the term of this new agreement. The existing contract shall be superseded by this new agreement, effective the first day of the month following the date upon which the Controller's Office certifies as to the availability of funds for this new agreement.

## 2. Program Budgets and Final Invoice

A. Program Budget are listed below and is attached hereto.

- B-1: Adult Behavioral Health
- B-2: School-Based Centers (Balboa)
- B-3: Children Outpatient
- B-4: Dimensions LGBT Outpatient
- B-5: Jelani Family Program

### B. **COMPENSATION**

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Seven Hundred Fifty Seven Thousand Eight Hundred Six Dollars (\$9,757,806)** for the period of July 1, 2018 through June 30, 2021.

CONTRACTOR understands that, of this maximum dollar obligation, \$ 1,045,479 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

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



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

|                                    |                     |
|------------------------------------|---------------------|
| July 1, 2018 through June 30, 2019 | \$ 2,904,109        |
| July 1, 2019 through June 30, 2020 | \$ 2,904,109        |
| July 1, 2020 through June 30, 2021 | \$ 2,904,109        |
|                                    | <u>\$ 8,712,327</u> |
| Contingency                        | \$ 1,045,479        |
| Total                              | <u>\$ 9,757,806</u> |

(3) 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.

C. CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

D. 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.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

F. 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.

**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 2018-2019              |                     |
| Contract ID Number 1000011308                                      |                         |                               |                     |                            |                       | Funding Notification Date 08/15/18 |                     |
| Appendix Number  | B-1                     | B-2                           | B-3                 | B-4                        | B-5                   | B-#                                |                     |
| Provider Number  | 3851                    | 3851                          | 38516               | 3851                       | 380145                |                                    |                     |
| Program Name   | Adult Behavioral Health | School-based Centers (Balboa) | Children Outpatient | Dimensions LGBT Outpatient | Jelani Family Program |                                    |                     |
| Program Code   | 38513                   | N/A                           | 38516 & 38171       | N/A                        | 38502 & 38505         |                                    |                     |
| Funding Term   | 07/01/18 - 06/30/19     | 07/01/18 - 06/30/19           | 07/01/18 - 06/30/19 | 07/01/18 - 06/30/19        | 07/01/18 - 06/30/19   |                                    |                     |
| <b>FUNDING USES</b>  |                         |                               |                     |                            |                       |                                    | <b>TOTAL</b>        |
| Salaries   | \$ 517,839              | \$ 153,800                    | \$ 347,810          | \$ 68,662                  | \$ 323,160            |                                    |                     |
| Employee Benefits  | \$ 145,000              | \$ 53,000                     | \$ 96,866           | \$ 25,405                  | \$ 96,948             |                                    |                     |
| <b>Subtotal Salaries &amp; Employee Benefits</b>                   | <b>\$ 662,839</b>       | <b>\$ 206,800</b>             | <b>\$ 444,676</b>   | <b>\$ 94,067</b>           | <b>\$ 420,108</b>     | <b>\$ -</b>                        | <b>\$ 1,828,490</b> |
| Operating Expenses   | \$ 375,010              | \$ 11,497                     | \$ 235,070          | \$ 5,000                   | \$ 70,239             |                                    |                     |
| Capital Expenses   | \$ -                    | \$ -                          | \$ -                | \$ -                       | \$ -                  |                                    |                     |
| <b>Subtotal Direct Expenses</b>                                    | <b>\$ 1,037,849</b>     | <b>\$ 218,297</b>             | <b>\$ 679,746</b>   | <b>\$ 99,067</b>           | <b>\$ 490,347</b>     | <b>\$ -</b>                        | <b>\$ 2,525,306</b> |
| Indirect Expenses  | \$ 155,677              | \$ 32,744                     | \$ 101,971          | \$ 14,860                  | \$ 73,552             |                                    |                     |
| Indirect %   | 15.0%                   | 15.0%                         | 15.0%               | 15.0%                      | 15.0%                 | 0.0%                               | 15.0%               |
| <b>TOTAL FUNDING USES</b>  | <b>\$ 1,193,526</b>     | <b>\$ 251,041</b>             | <b>\$ 781,717</b>   | <b>\$ 113,927</b>          | <b>\$ 563,899</b>     | <b>\$ -</b>                        | <b>\$ 2,904,110</b> |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                           |                         |                               |                     |                            |                       | Employee Benefits Rate 29.4%       |                     |
| MH Adult Fed SDMC FFP (50%)  | \$ 470,922              |                               |                     |                            |                       |                                    |                     |
| MH Adult State 1991 MH Realignment                                 | \$ 154,812              |                               |                     |                            |                       |                                    |                     |
| MH Adult County General Fund                                       | \$ 567,792              |                               |                     |                            |                       |                                    |                     |
| MH MHSA (PEI)  |                         | \$ 251,041                    |                     |                            |                       |                                    |                     |
| MH CYF Fed SDMC FFP (50%)  |                         |                               | \$ 222,761          |                            |                       |                                    |                     |
| MH CYF State 2011 PSR-EPSDT  |                         |                               | \$ 200,485          |                            |                       |                                    |                     |
| MH CYF County Local Match  |                         |                               | \$ 22,276           |                            |                       |                                    |                     |
| MH CYF County General Fund   |                         |                               | \$ 336,194          |                            |                       |                                    |                     |
| MH CYF County GF WO CODB   |                         |                               |                     | \$ 2,779                   |                       |                                    |                     |
| MH WO DCYF Dimensions Clinic                                       |                         |                               |                     | \$ 111,148                 |                       |                                    |                     |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                     | <b>\$ 1,193,526</b>     | <b>\$ 251,041</b>             | <b>\$ 781,716</b>   | <b>\$ 113,927</b>          | <b>\$ 563,899</b>     | <b>\$ -</b>                        | <b>\$ 2,904,109</b> |
| <b>BHS SUD FUNDING SOURCES</b>                                     |                         |                               |                     |                            |                       |                                    |                     |
| SUD County - General Fund  |                         |                               |                     |                            | \$ 563,899            |                                    |                     |
|  |                         |                               |                     |                            |                       |                                    |                     |
|  |                         |                               |                     |                            |                       |                                    |                     |
|  |                         |                               |                     |                            |                       |                                    |                     |
|  |                         |                               |                     |                            |                       |                                    |                     |
| <b>TOTAL BHS SUD FUNDING SOURCES</b>                               | <b>\$ -</b>             | <b>\$ -</b>                   | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ 563,899</b>     | <b>\$ -</b>                        | <b>\$ 563,899</b>   |
| <b>OTHER DPH FUNDING SOURCES</b>                                   |                         |                               |                     |                            |                       |                                    |                     |
|  |                         |                               |                     |                            |                       |                                    |                     |
|  |                         |                               |                     |                            |                       |                                    |                     |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                             | <b>\$ -</b>             | <b>\$ -</b>                   | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ -</b>           | <b>\$ -</b>                        | <b>\$ -</b>         |
| <b>TOTAL DPH FUNDING SOURCES</b>                                   | <b>\$ 1,193,526</b>     | <b>\$ 251,041</b>             | <b>\$ 781,716</b>   | <b>\$ 113,927</b>          | <b>\$ 563,899</b>     | <b>\$ -</b>                        | <b>\$ 2,904,109</b> |
| <b>NON-DPH FUNDING SOURCES</b>                                     |                         |                               |                     |                            |                       |                                    |                     |
|  |                         |                               |                     |                            |                       |                                    |                     |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                               | <b>\$ -</b>             | <b>\$ -</b>                   | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ -</b>           | <b>\$ -</b>                        | <b>\$ -</b>         |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                     | <b>\$ 1,193,526</b>     | <b>\$ 251,041</b>             | <b>\$ 781,716</b>   | <b>\$ 113,927</b>          | <b>\$ 563,899</b>     | <b>\$ -</b>                        | <b>\$ 2,904,109</b> |
| Prepared By/Brad Aakard  |                         |                               |                     | Phone Number 415-468-5107  |                       |                                    |                     |

**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 38513   |                                |                         |                         | Fiscal Year 2018-2019              |                         |
|   |                                |                         |                         | Funding Notification Date 08/15/18 |                         |
| Program Name  | Adult Behavioral Health        | Adult Behavioral Health | Adult Behavioral Health | Adult Behavioral Health            | Adult Behavioral Health |
| Program Code  | 38513                          | 38513                   | 38513                   | 38513                              | 38513                   |
| Mode/SFC (MH) or Modality (SUD)                               | 15/10-57, 59                   | 15/60-69                | 15/70-79                | 15/01-09                           | 45/20-29                |
| Service Description   | OP-MH Svcs                     | OP-Medication Support   | OP-Crisis Intervention  | OP-Case Mgt Brokerage              | OS-Cmmty Client Svcs    |
| Funding Term (mm/dd/yy-mm/dd/yy):                             | 07/01/18 - 06/30/19            | 07/01/18 - 06/30/19     | 07/01/18 - 06/30/19     | 07/01/18 - 06/30/19                | 07/01/18 - 06/30/19     |
| <b>FUNDING USES</b>   |                                |                         |                         |                                    | <b>TOTAL</b>            |
| Salaries & Employee Benefits                                  | 452,125                        | 131,936                 | 1,434                   | 34,429                             | 42,915                  |
| Operating Expenses  | 255,796                        | 74,644                  | 811                     | 19,479                             | 24,280                  |
| Capital Expenses  | -                              | -                       | -                       | -                                  | -                       |
| <b>Subtotal Direct Expenses</b>                               | <b>707,921</b>                 | <b>206,580</b>          | <b>2,245</b>            | <b>53,908</b>                      | <b>67,195</b>           |
| Indirect Expenses   | 106,188                        | 30,987                  | 338                     | 8,086                              | 10,078                  |
| <b>TOTAL FUNDING USES</b>                                     | <b>814,109</b>                 | <b>237,567</b>          | <b>2,583</b>            | <b>61,994</b>                      | <b>77,273</b>           |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                      | <b>Dept-Auth-Proj-Activity</b> |                         |                         |                                    |                         |
| MH Adult Fed SDMC FFP (50%)                                   | 251984-10000-10001792-0001     | 321,218                 | 93,735                  | 1,019                              | 24,461                  |
| MH Adult State 1991 MH Realignment                            | 251984-10000-10001792-0001     | 105,598                 | 30,815                  | 335                                | 8,041                   |
| MH Adult County General Fund                                  | 251984-10000-10001792-0001     | 387,293                 | 113,017                 | 1,229                              | 29,492                  |
|   |                                |                         |                         |                                    |                         |
| This row left blank for funding sources not in drop-down list |                                |                         |                         |                                    |                         |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                |                                | <b>814,109</b>          | <b>237,567</b>          | <b>2,583</b>                       | <b>61,994</b>           |
| <b>BHS SUD FUNDING SOURCES</b>                                | <b>Dept-Auth-Proj-Activity</b> |                         |                         |                                    |                         |
|   |                                |                         |                         |                                    |                         |
|   |                                |                         |                         |                                    |                         |
|   |                                |                         |                         |                                    |                         |
| This row left blank for funding sources not in drop-down list |                                |                         |                         |                                    |                         |
| <b>TOTAL BHS SUD FUNDING SOURCES</b>                          |                                | -                       | -                       | -                                  | -                       |
| <b>OTHER DPH FUNDING SOURCES</b>                              | <b>Dept-Auth-Proj-Activity</b> |                         |                         |                                    |                         |
|   |                                |                         |                         |                                    |                         |
|   |                                |                         |                         |                                    |                         |
| This row left blank for funding sources not in drop-down list |                                |                         |                         |                                    |                         |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                        |                                | -                       | -                       | -                                  | -                       |
| <b>TOTAL DPH FUNDING SOURCES</b>                              |                                | <b>814,109</b>          | <b>237,567</b>          | <b>2,583</b>                       | <b>61,994</b>           |
| <b>NON-DPH FUNDING SOURCES</b>                                |                                |                         |                         |                                    |                         |
|   |                                |                         |                         |                                    |                         |
| This row left blank for funding sources not in drop-down list |                                |                         |                         |                                    |                         |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                          |                                | -                       | -                       | -                                  | -                       |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                |                                | <b>814,109</b>          | <b>237,567</b>          | <b>2,583</b>                       | <b>61,994</b>           |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                                |                         |                         |                                    |                         |
| Number of Beds Purchased                                      |                                |                         |                         |                                    |                         |
| SUD Only - Number of Outpatient Group Counseling Sessions     |                                |                         |                         |                                    |                         |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs  |                                |                         |                         |                                    |                         |
| Payment Method  | Fee-For-Service (FFS)          | Fee-For-Service (FFS)   | Fee-For-Service (FFS)   | Fee-For-Service (FFS)              | Fee-For-Service (FFS)   |
| DPH Units of Service  | 178,821                        | 32,798                  | 430                     | 17,669                             | 421                     |
| Unit Type   | Staff Minute                   | Staff Minute            | Staff Minute            | Staff Minute                       | Staff Hour              |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)           | \$ 4.55                        | \$ 7.24                 | \$ 6.01                 | \$ 3.51                            | \$ 183.55               |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | \$ 4.55                        | \$ 7.24                 | \$ 6.01                 | \$ 3.51                            | \$ 183.55               |
| Published Rate (Medi-Cal Providers Only)                      | \$ 4.65                        | \$ 7.35                 | \$ 6.15                 | \$ 3.70                            | \$ 188.00               |
| Unduplicated Clients (UDC)                                    | 275                            | Included                | Included                | Included                           | Included                |
|   |                                |                         |                         |                                    | <b>Total UDC</b>        |
|   |                                |                         |                         |                                    | 275                     |

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

Program Name Adult Behavioral Health  
 Program Code 38513

Appendix Number B-1  
 Page Number 3  
 Fiscal Year 2018-2019  
 Funding Notification Date 08/15/18

|                                      | TOTAL               |                   | 251984-10000-10001792-0001 |                   | Dept-Auth-Proj-Activity |             | Dept-Auth-Proj-Activity |             |
|--------------------------------------|---------------------|-------------------|----------------------------|-------------------|-------------------------|-------------|-------------------------|-------------|
| Funding Term                         | 07/01/18 - 06/30/19 |                   | 07/01/18 - 06/30/19        |                   | (mm/dd/yy-mm/dd/yy):    |             | (mm/dd/yy-mm/dd/yy):    |             |
| Position Title                       | FTE                 | Salaries          | FTE                        | Salaries          | FTE                     | Salaries    | FTE                     | Salaries    |
| Program Director                     | 0.65221             | \$ 58,699         | 0.65221                    | \$ 58,699         |                         |             |                         |             |
| Director of SUD                      | 0.18                | \$ 13,500         | 0.18                       | \$ 13,500         |                         |             |                         |             |
| Clinical Supervisor                  | 0.83913             | \$ 77,200         | 0.83913                    | \$ 77,200         |                         |             |                         |             |
| Medical Records Specialist           | 0.70                | \$ 30,100         | 0.70                       | \$ 30,100         |                         |             |                         |             |
| Administrative Assistant             | 0.70                | \$ 28,700         | 0.70                       | \$ 28,700         |                         |             |                         |             |
| Licensed Therapist                   | 3.00                | \$ 205,500        | 3.00                       | \$ 205,500        |                         |             |                         |             |
| Unlicensed Therapist                 | 1.00                | \$ 59,500         | 1.00                       | \$ 59,500         |                         |             |                         |             |
| Psychiatrist                         | 0.35                | \$ 38,000         | 0.35                       | \$ 38,000         |                         |             |                         |             |
| Clinical Director                    | 0.05                | \$ 3,840          | 0.05                       | \$ 3,840          |                         |             |                         |             |
| Director of Compliance/QA            | 0.05                | \$ 2,800          | 0.05                       | \$ 2,800          |                         |             |                         |             |
|                                      | 0.00                | \$ -              |                            |                   |                         |             |                         |             |
|                                      | 0.00                | \$ -              |                            |                   |                         |             |                         |             |
|                                      | 0.00                | \$ -              |                            |                   |                         |             |                         |             |
|                                      | 0.00                | \$ -              |                            |                   |                         |             |                         |             |
| <b>Totals:</b>                       | <b>7.52</b>         | <b>\$ 517,839</b> | <b>7.52</b>                | <b>\$ 517,839</b> | <b>0.00</b>             | <b>\$ -</b> | <b>0.00</b>             | <b>\$ -</b> |
| <b>Employee Benefits:</b>            | <b>28.00%</b>       | <b>\$ 145,000</b> | <b>28.00%</b>              | <b>\$ 145,000</b> | <b>0.00%</b>            |             | <b>0.00%</b>            |             |
| <b>TOTAL SALARIES &amp; BENEFITS</b> |                     | <b>\$ 662,839</b> |                            | <b>\$ 662,839</b> |                         | <b>\$ -</b> |                         | <b>\$ -</b> |

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

Program Name Adult Behavioral Health  
 Program Code 38513

Appendix Number B-1  
 Page Number 4  
 Fiscal Year 2018-2019  
 Funding Notification Date 08/15/18

| Expense Categories & Line Items  | TOTAL               | 251984-10000-<br>10001792-0001 | Dept-Auth-Proj-<br>Activity | Dept-Auth-Proj-<br>Activity |
|--|---------------------|--------------------------------|-----------------------------|-----------------------------|
| <b>Funding Term</b>  | 07/01/18 - 06/30/19 | 07/01/18 - 06/30/19            | (mm/dd/yy-mm/dd/yy)         | (mm/dd/yy-mm/dd/yy)         |
| Rent   | \$ 120,000          | \$ 120,000                     |                             |                             |
| Utilities (telephone, electricity, water, gas)   | \$ 40,000           | \$ 40,000                      |                             |                             |
| Building Repair/Maintenance  | \$ 21,000           | \$ 21,000                      |                             |                             |
| <b>Occupancy Total:</b>  | <b>\$ 181,000</b>   | <b>\$ 181,000</b>              | <b>\$ -</b>                 | <b>\$ -</b>                 |
| Office Supplies  | \$ 12,000           | \$ 12,000                      |                             |                             |
| Photocopying   | \$ -                | \$ -                           |                             |                             |
| Program Supplies   | \$ 4,450            | \$ 4,450                       |                             |                             |
| Computer Hardware/Software   | \$ 16,200           | \$ 16,200                      |                             |                             |
| <b>Materials &amp; Supplies Total:</b>   | <b>\$ 32,650</b>    | <b>\$ 32,650</b>               | <b>\$ -</b>                 | <b>\$ -</b>                 |
| Training/Staff Development   | \$ 3,190            | \$ 3,190                       |                             |                             |
| Insurance  | \$ 16,000           | \$ 16,000                      |                             |                             |
| Professional License   | \$ 5,770            | \$ 5,770                       |                             |                             |
| Permits  | \$ -                | \$ -                           |                             |                             |
| Equipment Lease & Maintenance  | \$ 8,000            | \$ 8,000                       |                             |                             |
| <b>General Operating Total:</b>  | <b>\$ 32,960</b>    | <b>\$ 32,960</b>               | <b>\$ -</b>                 | <b>\$ -</b>                 |
| Local Travel   | \$ 1,000            | \$ 1,000                       |                             |                             |
| Out-of-Town Travel   | \$ -                |                                |                             |                             |
| Field Expenses   | \$ -                |                                |                             |                             |
| <b>Staff Travel Total:</b>   | <b>\$ 1,000</b>     | <b>\$ 1,000</b>                | <b>\$ -</b>                 | <b>\$ -</b>                 |
| Abner J. Boles, Ph.D., Clinical Supervisor, supervise therapists, trainees & interns. \$100.00/hour, approx 23.33 hours/month                        | \$ 28,000           | \$ 28,000                      |                             |                             |
| Registry of Physician Specialists, Medical Director, Administer medical services, plan & supervise treatment. \$187.00/ hour, approx 10.2 hours/week | \$ 99,400           | \$ 99,400                      |                             |                             |
| <b>Consultant/Subcontractor Total:</b>   | <b>\$ 127,400</b>   | <b>\$ 127,400</b>              | <b>\$ -</b>                 | <b>\$ -</b>                 |
| Other (provide detail):  | \$ -                |                                |                             |                             |
|  | \$ -                |                                |                             |                             |
|  | \$ -                |                                |                             |                             |
| <b>Other Total:</b>  | <b>\$ -</b>         | <b>\$ -</b>                    | <b>\$ -</b>                 | <b>\$ -</b>                 |
| <b>TOTAL OPERATING EXPENSE</b>   | <b>\$ 375,010</b>   | <b>\$ 375,010</b>              | <b>\$ -</b>                 | <b>\$ -</b>                 |

**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 3851  |                                | Fiscal Year 2018-2019              |                         |
|   |                                | Funding Notification Date 08/15/18 |                         |
| Program Name  | School-based Centers (Balboa)  | School-based Centers (Balboa)      |                         |
| Program Code  | N/A                            | N/A                                |                         |
| Mode/SFC (MH) or Modality (SUD)                               | 45/10-19                       | 45/20-29                           |                         |
| Service Description   | OS-MH Promotion                | OS-Cmmty Client Svcs               |                         |
| Funding Term (mm/dd/yy-mm/dd/yy):                             | 07/01/18 - 06/30/19            | 07/01/18 - 06/30/19                |                         |
| <b>FUNDING USES</b>   |                                |                                    | <b>TOTAL</b>            |
| Salaries & Employee Benefits                                  | 86,856                         | 119,944                            | 206,800                 |
| Operating Expenses  | 4,829                          | 6,668                              | 11,497                  |
| Capital Expenses  |                                |                                    | -                       |
| <b>Subtotal Direct Expenses</b>                               | <b>91,685</b>                  | <b>126,612</b>                     | <b>-</b>                |
| Indirect Expenses   | 13,753                         | 18,991                             | 32,744                  |
| <b>TOTAL FUNDING USES</b>                                     | <b>105,438</b>                 | <b>145,603</b>                     | <b>-</b>                |
| <b>BHS MENTAL HEALTH FUNDING SOURCE</b>                       | <b>Dept-Auth-Proj-Activity</b> |                                    |                         |
| MH MHSA (PEI)   | 251984-17156-10031199-0020     | 105,438                            | 145,603                 |
|   |                                |                                    | 251,041                 |
|   |                                |                                    | -                       |
|   |                                |                                    | -                       |
| This row left blank for funding sources not in drop-down list |                                |                                    |                         |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                | <b>105,438</b>                 | <b>145,603</b>                     | <b>-</b>                |
| <b>BHS SUD FUNDING SOURCES</b>                                | <b>Dept-Auth-Proj-Activity</b> |                                    |                         |
|   |                                |                                    | -                       |
|   |                                |                                    | -                       |
|   |                                |                                    | -                       |
| This row left blank for funding sources not in drop-down list |                                |                                    |                         |
| <b>TOTAL BHS SUD FUNDING SOURCES</b>                          | <b>-</b>                       | <b>-</b>                           | <b>-</b>                |
| <b>OTHER DPH FUNDING SOURCES</b>                              | <b>Dept-Auth-Proj-Activity</b> |                                    |                         |
|   |                                |                                    | -                       |
|   |                                |                                    | -                       |
| This row left blank for funding sources not in drop-down list |                                |                                    |                         |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                        | <b>-</b>                       | <b>-</b>                           | <b>-</b>                |
| <b>TOTAL DPH FUNDING SOURCES</b>                              | <b>105,438</b>                 | <b>145,603</b>                     | <b>-</b>                |
| <b>NON-DPH FUNDING SOURCES</b>                                |                                |                                    |                         |
| This row left blank for funding sources not in drop-down list |                                |                                    |                         |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                          | <b>-</b>                       | <b>-</b>                           | <b>-</b>                |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                | <b>105,438</b>                 | <b>145,603</b>                     | <b>-</b>                |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                                |                                    |                         |
| Number of Beds Purchased                                      |                                |                                    |                         |
| SUD Only - Number of Outpatient Group Counseling Sessions     |                                |                                    |                         |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs  |                                |                                    |                         |
| Payment Method  | Fee-For-Service (FFS)          | Fee-For-Service (FFS)              |                         |
| DPH Units of Service  | 375                            | 520                                |                         |
| Unit Type   | Staff Hour                     | Staff Hour                         | 0                       |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           | \$ 281.17                      | \$ 280.01                          | \$ -                    |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | \$ 281.17                      | \$ 280.01                          | \$ -                    |
| Published Rate (Medi-Cal Providers Only)                      |                                |                                    |                         |
| Unduplicated Clients (UDC)                                    | 600                            | Included                           | <b>Total UDC</b><br>600 |

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

Program Name School-based Centers (Balboa)  
 Program Code N/A

Appendix Number B-2  
 Page Number 6  
 Fiscal Year 2018-2019  
 Funding Notification Date 08/15/18

|                                      | TOTAL               |                   | 251984-17156-10031199-0020 |                   | Dept-Auth-Proj-Activity |             | Dept-Auth-Proj-Activity |             |
|--------------------------------------|---------------------|-------------------|----------------------------|-------------------|-------------------------|-------------|-------------------------|-------------|
| Funding Term                         | 07/01/18 - 06/30/19 |                   | 07/01/18 - 06/30/19        |                   | (mm/dd/yy-mm/dd/yy):    |             | (mm/dd/yy-mm/dd/yy):    |             |
| Position Title                       | FTE                 | Salaries          | FTE                        | Salaries          | FTE                     | Salaries    | FTE                     | Salaries    |
| BH Coordinator                       | 1.00                | \$ 64,600         | 1.00                       | \$ 64,600         |                         |             |                         |             |
| MFTI Therapist                       | 0.80                | \$ 47,700         | 0.80                       | \$ 47,700         |                         |             |                         |             |
| Medical Registration Clerk           | 1.00                | \$ 41,500         | 1.00                       | \$ 41,500         |                         |             |                         |             |
|                                      | 0.00                | \$ -              | 0.00                       | \$ -              |                         |             |                         |             |
|                                      | 0.00                | \$ -              | 0.00                       | \$ -              |                         |             |                         |             |
|                                      | 0.00                | \$ -              | 0.00                       | \$ -              |                         |             |                         |             |
|                                      | 0.00                | \$ -              |                            |                   |                         |             |                         |             |
| <b>Totals:</b>                       | 2.80                | \$ 153,800        | 2.80                       | \$ 153,800        | 0.00                    | \$ -        | 0.00                    | \$ -        |
|                                      |                     |                   |                            |                   |                         |             |                         |             |
| <b>Employee Benefits:</b>            | 34.5%               | \$ 53,000         | 34.46%                     | \$ 53,000         | 0.00%                   |             | 0.00%                   |             |
|                                      |                     |                   |                            |                   |                         |             |                         |             |
| <b>TOTAL SALARIES &amp; BENEFITS</b> |                     | <b>\$ 206,800</b> |                            | <b>\$ 206,800</b> |                         | <b>\$ -</b> |                         | <b>\$ -</b> |

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

Program Name School-based Centers (Balboa)  
 Program Code N/A

Appendix Number B-2  
 Page Number 7  
 Fiscal Year 2018-2019  
 Funding Notification Date 08/15/18

| Expense Categories & Line Items   | TOTAL               | 251984-17156-10031199-0020 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|---------------------|----------------------------|-------------------------|-------------------------|
| <b>Funding Term</b>   | 07/01/18 - 06/30/19 | 07/01/18 - 06/30/19        | (mm/dd/yy-mm/dd/yy)     | (mm/dd/yy-mm/dd/yy):    |
| Rent  | \$ -                |                            |                         |                         |
| Utilities (telephone, electricity, water, gas)  | \$ -                |                            |                         |                         |
| Building Repair/Maintenance   | \$ -                |                            |                         |                         |
| <b>Occupancy Total:</b>   | \$ -                | \$ -                       | \$ -                    | \$ -                    |
| Office Supplies   | \$ 1,001            | \$ 1,001                   |                         |                         |
| Photocopying  | \$ -                |                            |                         |                         |
| Program Supplies  | \$ 3,996            | \$ 3,996                   |                         |                         |
| Computer Hardware/Software  | \$ -                |                            |                         |                         |
| <b>Materials &amp; Supplies Total:</b>  | \$ 4,997            | \$ 4,997                   | \$ -                    | \$ -                    |
| Training/Staff Development  | \$ -                |                            |                         |                         |
| Insurance   | \$ 6,500            | \$ 6,500                   |                         |                         |
| Professional License  | \$ -                |                            |                         |                         |
| Permits   | \$ -                |                            |                         |                         |
| Equipment Lease & Maintenance   | \$ -                |                            |                         |                         |
| <b>General Operating Total:</b>   | \$ 6,500            | \$ 6,500                   | \$ -                    | \$ -                    |
| Local Travel  | \$ -                |                            |                         |                         |
| Out-of-Town Travel  | \$ -                |                            |                         |                         |
| Field Expenses  | \$ -                |                            |                         |                         |
| <b>Staff Travel Total:</b>  | \$ -                | \$ -                       | \$ -                    | \$ -                    |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ -                |                            |                         |                         |
|   | \$ -                |                            |                         |                         |
| <b>Consultant/Subcontractor Total:</b>  | \$ -                | \$ -                       | \$ -                    | \$ -                    |
| Other (provide detail):   | \$ -                |                            |                         |                         |
|   | \$ -                |                            |                         |                         |
|   | \$ -                |                            |                         |                         |
| <b>Other Total:</b>   | \$ -                | \$ -                       | \$ -                    | \$ -                    |
| <b>TOTAL OPERATING EXPENSE</b>  | \$ 11,497           | \$ 11,497                  | \$ -                    | \$ -                    |



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

|   |                                |                        |                       |                       |                                    |                      |
|---|--------------------------------|------------------------|-----------------------|-----------------------|------------------------------------|----------------------|
| DHCS Legal Entity Number 00341                                |                                |                        |                       |                       | Appendix Number B-3                |                      |
| Provider Name Bayview Hunters Point Foundation                |                                |                        |                       |                       | Page Number 8                      |                      |
| Provider Number 38516   |                                |                        |                       |                       | Fiscal Year 2018-2019              |                      |
|   |                                |                        |                       |                       | Funding Notification Date 08/15/18 |                      |
| Program Name  | Children Outpatient            | Children Outpatient    | Children Outpatient   | Children Outpatient   | YES                                |                      |
| Program Code  | 38516                          | 38516                  | 38516                 | 38516                 | 38171                              |                      |
| Mode/SFC (MH) or Modality (SUD)                               | 15/10-57, 59                   | 15/70-79               | 15/01-09              | 45/20-29              | Nonres-34                          |                      |
| Service Description   | OP-MH Svcs                     | OP-Crisis Intervention | OP-Case Mgt Brokerage | OS-Cmmty Client Svcs  | SA-Nonresidnt/ ODF Indv            |                      |
| Funding Term (mm/dd/yy-mm/dd/yy):                             | 07/01/18 - 06/30/19            | 07/01/18 - 06/30/19    | 07/01/18 - 06/30/19   | 07/01/18 - 06/30/19   | 07/01/18 - 06/30/19                |                      |
| <b>FUNDING USES</b>   |                                |                        |                       |                       |                                    | <b>TOTAL</b>         |
| Salaries & Employee Benefits                                  | 259,322                        | 180                    | 6,537                 | 14,887                | 163,750                            | 444,676              |
| Operating Expenses  | 159,759                        | 111                    | 4,028                 | 9,172                 | 62,000                             | 235,070              |
| Capital Expenses  |                                |                        |                       |                       |                                    | -                    |
| <b>Subtotal Direct Expenses</b>                               | <b>419,081</b>                 | <b>291</b>             | <b>10,565</b>         | <b>24,059</b>         | <b>225,750</b>                     | <b>679,746</b>       |
| Indirect Expenses   | 62,863                         | 44                     | 1,585                 | 3,609                 | 33,870                             | 101,971              |
| <b>TOTAL FUNDING USES</b>                                     | <b>481,944</b>                 | <b>335</b>             | <b>12,150</b>         | <b>27,668</b>         | <b>259,620</b>                     | <b>781,717</b>       |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                      | <b>Dept-Auth-Proj-Activity</b> |                        |                       |                       |                                    |                      |
| MH CYF Fed SDMC FFP (50%)                                     | 251962-10000-10001670-0001     | 205,631                | 141                   | 5,184                 | 11,805                             | -                    |
| MH CYF State 2011 PSR-EPST                                    | 251962-10000-10001670-0001     | 185,068                | 128                   | 4,665                 | 10,624                             | -                    |
| MH CYF County Local Match                                     | 251962-10000-10001670-0001     | 20,564                 | 14                    | 518                   | 1,180                              | -                    |
| MH CYF County General Fund                                    | 251962-10000-10001670-0001     | 70,685                 | 49                    | 1,782                 | 4,058                              | 259,620              |
|   |                                |                        |                       |                       |                                    | -                    |
| This row left blank for funding sources not in drop-down list |                                |                        |                       |                       |                                    | -                    |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                |                                | <b>481,948</b>         | <b>332</b>            | <b>12,149</b>         | <b>27,667</b>                      | <b>259,620</b>       |
| <b>BHS SUD FUNDING SOURCES</b>                                | <b>Dept-Auth-Proj-Activity</b> |                        |                       |                       |                                    |                      |
|   |                                |                        |                       |                       |                                    | -                    |
|   |                                |                        |                       |                       |                                    | -                    |
|   |                                |                        |                       |                       |                                    | -                    |
| This row left blank for funding sources not in drop-down list |                                |                        |                       |                       |                                    | -                    |
| <b>TOTAL BHS SUD FUNDING SOURCES</b>                          |                                | -                      | -                     | -                     | -                                  | -                    |
| <b>OTHER DPH FUNDING SOURCES</b>                              | <b>Dept-Auth-Proj-Activity</b> |                        |                       |                       |                                    |                      |
|   |                                |                        |                       |                       |                                    | -                    |
|   |                                |                        |                       |                       |                                    | -                    |
| This row left blank for funding sources not in drop-down list |                                |                        |                       |                       |                                    | -                    |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                        |                                | -                      | -                     | -                     | -                                  | -                    |
| <b>TOTAL DPH FUNDING SOURCES</b>                              |                                | <b>481,948</b>         | <b>332</b>            | <b>12,149</b>         | <b>27,667</b>                      | <b>259,620</b>       |
| <b>NON-DPH FUNDING SOURCES</b>                                |                                |                        |                       |                       |                                    |                      |
|   |                                |                        |                       |                       |                                    | -                    |
| This row left blank for funding sources not in drop-down list |                                |                        |                       |                       |                                    | -                    |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                          |                                | -                      | -                     | -                     | -                                  | -                    |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                |                                | <b>481,948</b>         | <b>332</b>            | <b>12,149</b>         | <b>27,667</b>                      | <b>259,620</b>       |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                                |                        |                       |                       |                                    |                      |
| Number of Beds Purchased                                      |                                |                        |                       |                       |                                    |                      |
| SUD Only - Number of Outpatient Group Counseling Sessions     |                                |                        |                       |                       |                                    |                      |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs  |                                |                        |                       |                       |                                    |                      |
| Payment Method  | Fee-For-Service (FFS)          | Fee-For-Service (FFS)  | Fee-For-Service (FFS) | Fee-For-Service (FFS) | Cost Reimbursement (CR)            |                      |
| DPH Units of Service  | 113,680                        | 60                     | 3,722                 | 162                   | 336                                |                      |
| Unit Type   | Staff Minute                   | Staff Minute           | Staff Minute          | Staff Hour            | Non-DMC: Hours; DMC: Per Person    |                      |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           | \$ 4.24                        | \$ 5.53                | \$ 3.26               | \$ 170.78             | \$ 772.68                          |                      |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | \$ 4.24                        | \$ 5.53                | \$ 3.26               | \$ 170.78             | \$ 772.68                          |                      |
| Published Rate (Medi-Cal Providers Only)                      | \$ 4.35                        | \$ 5.68                | \$ 3.40               | \$ 180.70             |                                    |                      |
| Unduplicated Clients (UDC)                                    | 80                             | Included               | Included              | Included              | 28                                 | <b>Total UDC 108</b> |

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

Program Name Children Outpatient  
 Program Code 38516

Appendix Number B-3  
 Page Number 9  
 Fiscal Year 2018-2019  
 Funding Notification Date 08/15/18

"YES" program

|                                      | TOTAL               |                   | 251962-10000-10001670-0001 |                   | 251962-10000-10001670-0001 |                   | Dept-Auth-Proj-Activity |             | Dept-Auth-Proj-Activity |             |
|--------------------------------------|---------------------|-------------------|----------------------------|-------------------|----------------------------|-------------------|-------------------------|-------------|-------------------------|-------------|
| Funding Term                         | 07/01/18 - 06/30/19 |                   | 07/01/18 - 06/30/19        |                   | 07/01/18 - 06/30/19        |                   | (mm/dd/yy-mm/dd/yy):    |             | (mm/dd/yy-mm/dd/yy):    |             |
| Position Title                       | FTE                 | Salaries          | FTE                        | Salaries          | FTE                        | Salaries          | FTE                     | Salaries    | FTE                     | Salaries    |
| Program Director                     | 0.15                | \$ 13,500         | 0.15                       | \$ 13,500         |                            |                   |                         |             |                         |             |
| Clinical Supervisor                  | 0.16                | \$ 14,800         | 0.16                       | \$ 14,800         |                            |                   |                         |             |                         |             |
| Medical Records Specialist           | 0.30                | \$ 12,900         | 0.30                       | \$ 12,900         |                            |                   |                         |             |                         |             |
| Administrative Assistant             | 0.30                | \$ 12,300         | 0.30                       | \$ 12,300         |                            |                   |                         |             |                         |             |
| Licensed Therapist                   | 1.00                | \$ 68,500         | 1.00                       | \$ 68,500         |                            |                   |                         |             |                         |             |
| Unlicensed Therapist                 | 1.50                | \$ 89,250         | 1.50                       | \$ 89,250         |                            |                   |                         |             |                         |             |
| Clinical Director                    | 0.10                | \$ 8,760          | 0.03                       | \$ 2,760          | 0.07                       | \$ 6,000          |                         |             |                         |             |
| Director of Compliance/QA            | 0.05                | \$ 2,800          | 0.05                       | \$ 2,800          |                            |                   |                         |             |                         |             |
| Program Director/Case Manager        | 0.75                | \$ 55,000         |                            |                   | 0.75                       | \$ 55,000         |                         |             |                         |             |
| Counselors                           | 2.00                | \$ 70,000         |                            |                   | 2.00                       | \$ 70,000         |                         |             |                         |             |
|                                      | 0.00                | \$ -              |                            |                   |                            |                   |                         |             |                         |             |
|                                      | 0.00                | \$ -              |                            |                   |                            |                   |                         |             |                         |             |
|                                      | 0.00                | \$ -              |                            |                   |                            |                   |                         |             |                         |             |
|                                      | 0.00                | \$ -              |                            |                   |                            |                   |                         |             |                         |             |
| <b>Totals:</b>                       | <b>6.32</b>         | <b>\$ 347,810</b> | <b>3.49</b>                | <b>\$ 216,810</b> | <b>2.82</b>                | <b>\$ 131,000</b> | <b>0.00</b>             | <b>\$ -</b> | <b>0.00</b>             | <b>\$ -</b> |
| <b>Employee Benefits:</b>            | <b>28%</b>          | <b>\$ 96,866</b>  | <b>30%</b>                 | <b>\$ 64,116</b>  | <b>25%</b>                 | <b>\$ 32,750</b>  | <b>0.00%</b>            |             | <b>0.00%</b>            |             |
| <b>TOTAL SALARIES &amp; BENEFITS</b> |                     | <b>\$ 444,676</b> |                            | <b>\$ 280,926</b> |                            | <b>\$ 163,750</b> |                         | <b>\$ -</b> |                         | <b>\$ -</b> |

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

Program Name Children Outpatient  
 Program Code 38516

Appendix Number B-3  
 Page Number 10  
 Fiscal Year 2018-2019  
 Funding Notification Date 08/15/18

"Yes" Program

| Expense Categories & Line Items  | TOTAL               | 251962-10000-10001670-0001 | 251962-10000-10001670-0001 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|--|---------------------|----------------------------|----------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| <b>Funding Term</b>  | 07/01/18 - 06/30/19 | 07/01/18 - 06/30/19        | 07/01/18 - 06/30/19        | (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   | \$ 105,000          | \$ 60,000                  | \$ 45,000                  |                         |                         |                         |                         |
| Utilities (telephone, electricity, water, gas)   | \$ 18,400           | \$ 16,000                  | \$ 2,400                   |                         |                         |                         |                         |
| Building Repair/Maintenance  | \$ 13,642           | \$ 8,842                   | \$ 4,800                   |                         |                         |                         |                         |
| <b>Occupancy Total:</b>  | <b>\$ 137,042</b>   | <b>\$ 84,842</b>           | <b>\$ 52,200</b>           | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             |
| Office Supplies  | \$ 5,155            | \$ 3,555                   | \$ 1,600                   |                         |                         |                         |                         |
| Photocopying   | \$ -                | \$ -                       | \$ -                       |                         |                         |                         |                         |
| Program Supplies   | \$ 3,690            | \$ 1,090                   | \$ 2,600                   |                         |                         |                         |                         |
| Computer Hardware/Software   | \$ 7,525            | \$ 7,525                   | \$ -                       |                         |                         |                         |                         |
| <b>Materials &amp; Supplies Total:</b>   | <b>\$ 16,370</b>    | <b>\$ 12,170</b>           | <b>\$ 4,200</b>            | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             |
| Training/Staff Development   | \$ 1,600            | \$ 1,000                   | \$ 600                     |                         |                         |                         |                         |
| Insurance  | \$ 10,858           | \$ 7,358                   | \$ 3,500                   |                         |                         |                         |                         |
| Professional License   | \$ 400              | \$ 400                     | \$ -                       |                         |                         |                         |                         |
| Permits  | \$ -                | \$ -                       | \$ -                       |                         |                         |                         |                         |
| Equipment Lease & Maintenance  | \$ 3,400            | \$ 3,400                   | \$ -                       |                         |                         |                         |                         |
| <b>General Operating Total:</b>  | <b>\$ 16,258</b>    | <b>\$ 12,158</b>           | <b>\$ 4,100</b>            | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             |
| Local Travel   | \$ 2,100            | \$ 600                     | \$ 1,500                   |                         |                         |                         |                         |
| Out-of-Town Travel   | \$ -                | \$ -                       | \$ -                       |                         |                         |                         |                         |
| Field Expenses   | \$ -                | \$ -                       | \$ -                       |                         |                         |                         |                         |
| <b>Staff Travel Total:</b>   | <b>\$ 2,100</b>     | <b>\$ 600</b>              | <b>\$ 1,500</b>            | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             |
| Abner J. Boles, Ph.D., Clinical Supervisor, supervise therapists, trainees & interns. \$100.00/hour, approx 10 hours/ 12 months.                     | \$ 12,000           | \$ 12,000                  | \$ -                       |                         |                         |                         |                         |
| Registry of Physician Specialists, Medical Director, Administer medical services, plan & supervise treatment. \$187.00/ hour, approx 5.28 hours/week | \$ 51,300           | \$ 51,300                  | \$ -                       |                         |                         |                         |                         |
| <b>Consultant/Subcontractor Total:</b>   | <b>\$ 63,300</b>    | <b>\$ 63,300</b>           | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             |
| Other (provide detail):  | \$ -                |                            |                            |                         |                         |                         |                         |
|  | \$ -                |                            |                            |                         |                         |                         |                         |
|  | \$ -                |                            |                            |                         |                         |                         |                         |
| <b>Other Total:</b>  | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             |
| <b>TOTAL OPERATING EXPENSE</b>   | <b>\$ 235,070</b>   | <b>\$ 173,070</b>          | <b>\$ 62,000</b>           | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             |

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

|   |  |                                    |                  |
|---|--|------------------------------------|------------------|
| DHCS Legal Entity Number 00341                                |  | Appendix Number B-4                |                  |
| Provider Name Bayview Hunters Point Foundation                |  | Page Number 11                     |                  |
| Provider Number 3851  |  | Fiscal Year 2018-2019              |                  |
|   |  | Funding Notification Date 08/15/18 |                  |
| Program Name  | Dimensions   |                                    |                  |
| LGBT Outpatient   |  |                                    |                  |
| Program Code  | N/A  |                                    |                  |
| Mode/SFC (MH) or Modality (SUD)                               | 00-20  |                                    |                  |
| Service Description   | Administration Support (i.e. check Writing, hired staff to work for Admin) |                                    |                  |
| Funding Term (mm/dd/yy-mm/dd/yy):                             | 07/01/18 - 06/30/19  |                                    |                  |
| <b>FUNDING USES</b>   |  |                                    | <b>TOTAL</b>     |
| Salaries & Employee Benefits                                  | 94,067   |                                    | 94,067           |
| Operating Expenses  | 5,000  |                                    | 5,000            |
| Capital Expenses  | -  |                                    | -                |
| <b>Subtotal Direct Expenses</b>                               | <b>99,067</b>  | -                                  | <b>99,067</b>    |
| Indirect Expenses   | 14,860   |                                    | 14,860           |
| <b>TOTAL FUNDING USES</b>                                     | <b>113,927</b>   | -                                  | <b>113,927</b>   |
| <b>BHS MENTAL HEALTH FUNDING SOURCE</b>                       | <b>Dept-Auth-Proj-Activity</b>   |                                    |                  |
| MH CYF County GF WO CODB                                      | 251962-10000-10001670-0001   | 2,779                              | 2,779            |
| MH WO DCYF Dimensions Clinic                                  | 251962-10002-10001799-0002   | 111,148                            | 111,148          |
|   |  |                                    | -                |
|   |  |                                    | -                |
| This row left blank for funding sources not in drop-down list |  |                                    | -                |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                | <b>113,927</b>   | -                                  | <b>113,927</b>   |
| <b>BHS SUD FUNDING SOURCES</b>                                | <b>Dept-Auth-Proj-Activity</b>   |                                    |                  |
|   |  |                                    | -                |
|   |  |                                    | -                |
|   |  |                                    | -                |
| This row left blank for funding sources not in drop-down list |  |                                    | -                |
| <b>TOTAL BHS SUD FUNDING SOURCES</b>                          | <b>-</b>   | -                                  | <b>-</b>         |
| <b>OTHER DPH FUNDING SOURCES</b>                              | <b>Dept-Auth-Proj-Activity</b>   |                                    |                  |
|   |  |                                    | -                |
|   |  |                                    | -                |
| This row left blank for funding sources not in drop-down list |  |                                    | -                |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                        | <b>-</b>   | -                                  | <b>-</b>         |
| <b>TOTAL DPH FUNDING SOURCES</b>                              | <b>113,927</b>   | -                                  | <b>113,927</b>   |
| <b>NON-DPH FUNDING SOURCES</b>                                |  |                                    |                  |
| This row left blank for funding sources not in drop-down list |  |                                    | -                |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                          | <b>-</b>   | -                                  | <b>-</b>         |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                | <b>113,927</b>   | -                                  | <b>113,927</b>   |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |  |                                    |                  |
| Number of Beds Purchased                                      |  |                                    |                  |
| SUD Only - Number of Outpatient Group Counseling Sessions     |  |                                    |                  |
| SUD Only - Licensed Capacity for Narcotic Treatment Programs  |  |                                    |                  |
| Payment Method  | Cost Reimbursement (CR)  |                                    |                  |
| DPH Units of Service  | 450  |                                    |                  |
| Unit Type   | fill-in appropriate  | 0                                  |                  |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           | \$ 253.17  | \$ -                               |                  |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | \$ 253.17  | \$ -                               |                  |
| Published Rate (Medi-Cal Providers Only)                      |  |                                    | <b>Total UDC</b> |
| Unduplicated Clients (UDC)                                    | 25   |                                    | 25               |

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

Program Name Dimensions LGBT Outpatient  
 Program Code N/A

Appendix Number B-4  
 Page Number 12  
 Fiscal Year 2018-2019  
 Funding Notification Date 08/15/18

|                                      | TOTAL               |                  | 251962-10000-10001670-0001 |                  | Dept-Auth-Proj-Activity |             | Dept-Auth-Proj-Activity |             |
|--------------------------------------|---------------------|------------------|----------------------------|------------------|-------------------------|-------------|-------------------------|-------------|
| Funding Term                         | 07/01/18 - 06/30/19 |                  | 07/01/18 - 06/30/19        |                  | (mm/dd/yy-mm/dd/yy):    |             | (mm/dd/yy-mm/dd/yy):    |             |
| Position Title                       | FTE                 | Salaries         | FTE                        | Salaries         | FTE                     | Salaries    | FTE                     | Salaries    |
| Therapist 1                          | 0.50                | \$ 34,331        | 0.50                       | \$ 34,331        |                         |             |                         |             |
| Therapist 2                          | 0.50                | \$ 34,331        | 0.50                       | \$ 34,331        |                         |             |                         |             |
|                                      | 0.00                | \$ -             |                            |                  |                         |             |                         |             |
|                                      | 0.00                | \$ -             |                            |                  |                         |             |                         |             |
| <b>Totals:</b>                       | 1.00                | \$ 68,662        | 1.00                       | \$ 68,662        | 0.00                    | \$ -        | 0.00                    | \$ -        |
|                                      |                     |                  |                            |                  |                         |             |                         |             |
| <b>Employee Benefits:</b>            | 37.0%               | \$ 25,405        | 37.00%                     | \$ 25,405        | 0.00%                   |             | 0.00%                   |             |
|                                      |                     |                  |                            |                  |                         |             |                         |             |
| <b>TOTAL SALARIES &amp; BENEFITS</b> |                     | <b>\$ 94,067</b> |                            | <b>\$ 94,067</b> |                         | <b>\$ -</b> |                         | <b>\$ -</b> |

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

Program Name Dimensions LGBT Outpatient  
 Program Code N/A

Appendix Number B-4  
 Page Number 13  
 Fiscal Year 2018-2019  
 Funding Notification Date 08/15/18

| Expense Categories & Line Items   | TOTAL               | 251962-10000-10001670-0001 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|---------------------|----------------------------|-------------------------|-------------------------|
| <b>Funding Term</b>   | 07/01/18 - 06/30/19 | 07/01/18 - 06/30/19        | (mm/dd/yy-mm/dd/yy)     | (mm/dd/yy-mm/dd/yy):    |
| Rent  | \$ -                |                            |                         |                         |
| Utilities (telephone, electricity, water, gas)  | \$ -                |                            |                         |                         |
| Building Repair/Maintenance   | \$ -                |                            |                         |                         |
| <b>Occupancy Total:</b>   | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| Office Supplies   | \$ 1,000            | \$ 1,000                   |                         |                         |
| Photocopying  | \$ -                |                            |                         |                         |
| Program Supplies  | \$ -                |                            |                         |                         |
| Computer Hardware/Software  | \$ -                |                            |                         |                         |
| <b>Materials &amp; Supplies Total:</b>  | <b>\$ 1,000</b>     | <b>\$ 1,000</b>            | <b>\$ -</b>             | <b>\$ -</b>             |
| Training/Staff Development  | \$ 500              | \$ 500                     |                         |                         |
| Insurance   | \$ 3,500            | \$ 3,500                   |                         |                         |
| Professional License  | \$ -                |                            |                         |                         |
| Permits   | \$ -                |                            |                         |                         |
| Equipment Lease & Maintenance   | \$ -                |                            |                         |                         |
| <b>General Operating Total:</b>   | <b>\$ 4,000</b>     | <b>\$ 4,000</b>            | <b>\$ -</b>             | <b>\$ -</b>             |
| Local Travel  | \$ -                |                            |                         |                         |
| Out-of-Town Travel  | \$ -                |                            |                         |                         |
| Field Expenses  | \$ -                |                            |                         |                         |
| <b>Staff Travel Total:</b>  | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ -                |                            |                         |                         |
|   | \$ -                |                            |                         |                         |
| <b>Consultant/Subcontractor Total:</b>  | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| Other (provide detail):   | \$ -                |                            |                         |                         |
|   | \$ -                |                            |                         |                         |
|   | \$ -                |                            |                         |                         |
| <b>Other Total:</b>   | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| <b>TOTAL OPERATING EXPENSE</b>  | <b>\$ 5,000</b>     | <b>\$ 5,000</b>            | <b>\$ -</b>             | <b>\$ -</b>             |

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

|   |                                |                                    |                  |
|---|--------------------------------|------------------------------------|------------------|
| DHCS Legal Entity Number 00341                                |                                | Appendix Number B-5                |                  |
| Provider Name Bayview Hunters Point Foundation                |                                | Page Number 14                     |                  |
| Provider Number 383850  |                                | Fiscal Year 2018-2019              |                  |
|   |                                | Funding Notification Date 08/15/18 |                  |
| Program Name  | Jelani Family Program          |                                    |                  |
| Program Code  | 38502 & 38505                  |                                    |                  |
| Mode/SFC (MH) or Modality (SUD)                               | Res-56a                        |                                    |                  |
| Service Description   | ODS Transitional Living Center |                                    |                  |
| Funding Term (mm/dd/yy-mm/dd/yy):                             | 07/01/18 - 06/30/19            |                                    |                  |
| <b>FUNDING USES</b>   |                                |                                    | <b>TOTAL</b>     |
| Salaries & Employee Benefits                                  | 420,108                        |                                    | 420,108          |
| Operating Expenses  | 70,239                         |                                    | 70,239           |
| Capital Expenses  | -                              |                                    | -                |
| <b>Subtotal Direct Expenses</b>                               | <b>490,347</b>                 | -                                  | <b>490,347</b>   |
| Indirect Expenses   | 73,552                         |                                    | 73,552           |
| <b>TOTAL FUNDING USES</b>                                     | <b>563,899</b>                 | -                                  | <b>563,899</b>   |
| <b>BHS MENTAL HEALTH FUNDING SOURCES</b>                      | <b>Dept-Auth-Proj-Activity</b> |                                    |                  |
|   |                                |                                    | -                |
|   |                                |                                    | -                |
|   |                                |                                    | -                |
|   |                                |                                    | -                |
| This row left blank for funding sources not in drop-down list |                                |                                    | -                |
| <b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>                |                                | -                                  | -                |
| <b>BHS SUD FUNDING SOURCES</b>                                | <b>Dept-Auth-Proj-Activity</b> |                                    |                  |
| SUD County - General Fund                                     | 240646-10000-10001681-0003     | 563,899                            | 563,899          |
|   |                                |                                    | -                |
|   |                                |                                    | -                |
| This row left blank for funding sources not in drop-down list |                                |                                    | -                |
| <b>TOTAL BHS SUD FUNDING SOURCES</b>                          |                                | 563,899                            | 563,899          |
| <b>OTHER DPH FUNDING SOURCES</b>                              | <b>Dept-Auth-Proj-Activity</b> |                                    |                  |
|   |                                |                                    | -                |
|   |                                |                                    | -                |
| This row left blank for funding sources not in drop-down list |                                |                                    | -                |
| <b>TOTAL OTHER DPH FUNDING SOURCES</b>                        |                                | -                                  | -                |
| <b>TOTAL DPH FUNDING SOURCES</b>                              |                                | 563,899                            | 563,899          |
| <b>NON-DPH FUNDING SOURCES</b>                                |                                |                                    |                  |
| This row left blank for funding sources not in drop-down list |                                |                                    | -                |
| <b>TOTAL NON-DPH FUNDING SOURCES</b>                          |                                | -                                  | -                |
| <b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>                |                                | 563,899                            | 563,899          |
| <b>BHS UNITS OF SERVICE AND UNIT COST</b>                     |                                |                                    |                  |
| Number of Beds Purchased                                      | 15                             |                                    |                  |
| 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  | 5,475                          |                                    |                  |
| Unit Type   | Days; DMC - Per Day            | 0                                  |                  |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)           | \$ 103.00                      | \$ -                               |                  |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES) | \$ 103.00                      | \$ -                               |                  |
| Published Rate (Medi-Cal Providers Only)                      |                                |                                    | <b>Total UDC</b> |
| Unduplicated Clients (UDC)                                    | 15                             |                                    | 15               |

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

Program Name Jelani Family Program  
 Program Code 38502 & 38505

Appendix Number B-5  
 Page Number 15  
 Fiscal Year 2018-2019  
 Funding Notification Date 08/15/18

|                                      | TOTAL               |                   | 240646-10000-10001681-0003 |                   | Dept-Auth-Proj-Activity |             | Dept-Auth-Proj-Activity |             |
|--------------------------------------|---------------------|-------------------|----------------------------|-------------------|-------------------------|-------------|-------------------------|-------------|
| Funding Term                         | 07/01/18 - 06/30/19 |                   | 07/01/18 - 06/30/19        |                   | (mm/dd/yy-mm/dd/yy):    |             | (mm/dd/yy-mm/dd/yy):    |             |
| Position Title                       | FTE                 | Salaries          | FTE                        | Salaries          | FTE                     | Salaries    | FTE                     | Salaries    |
| Program Director                     | 1.00                | \$ 74,000         | 1.00                       | \$ 74,000         |                         |             |                         |             |
| Case Manager                         | 1.00                | \$ 40,000         | 1.00                       | \$ 40,000         |                         |             |                         |             |
| Intake & Billing Clerk Specialist    | 0.50                | \$ 19,760         | 0.50                       | \$ 19,760         |                         |             |                         |             |
| Monitors                             | 5.00                | \$ 166,400        | 5.00                       | \$ 166,400        |                         |             |                         |             |
| Facility Coordinator                 | 0.50                | \$ 23,000         | 0.50                       | \$ 23,000         |                         |             |                         |             |
|                                      | 0.00                | \$ -              |                            | \$ -              |                         |             |                         |             |
| <b>Totals:</b>                       | <b>8.00</b>         | <b>\$ 323,160</b> | <b>8.00</b>                | <b>\$ 323,160</b> | <b>0.00</b>             | <b>\$ -</b> | <b>0.00</b>             | <b>\$ -</b> |
|                                      |                     |                   |                            |                   |                         |             |                         |             |
| <b>Employee Benefits:</b>            | 30.0%               | \$ 96,948         | 30.00%                     | \$ 96,948         | 0.00%                   |             | 0.00%                   |             |
|                                      |                     |                   |                            |                   |                         |             |                         |             |
| <b>TOTAL SALARIES &amp; BENEFITS</b> |                     | <b>\$ 420,108</b> |                            | <b>\$ 420,108</b> |                         | <b>\$ -</b> |                         | <b>\$ -</b> |



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

Program Name Jelani Family Program  
 Program Code 38502 & 38505

Appendix Number B-5  
 Page Number 16  
 Fiscal Year 2018-2019  
 Funding Notification Date 08/15/18

| Expense Categories & Line Items   | TOTAL               | 240646-10000-10001681-0003 | Dept-Auth-Proj-Activity | Dept-Auth-Proj-Activity |
|---|---------------------|----------------------------|-------------------------|-------------------------|
| <b>Funding Term</b>   | 07/01/18 - 06/30/19 | 07/01/18 - 06/30/19        | (mm/dd/yy-mm/dd/yy)     | (mm/dd/yy-mm/dd/yy):    |
| Rent  | \$ -                |                            |                         |                         |
| Utilities (telephone, electricity, water, gas)  | \$ 36,000           | \$ 36,000                  |                         |                         |
| Building Repair/Maintenance   | \$ 7,700            | \$ 7,700                   |                         |                         |
| <b>Occupancy Total:</b>   | <b>\$ 43,700</b>    | <b>\$ 43,700</b>           | <b>\$ -</b>             | <b>\$ -</b>             |
| Office Supplies   | \$ 1,400            | \$ 1,400                   |                         |                         |
| Photocopying  | \$ -                |                            |                         |                         |
| Program Supplies  | \$ 4,510            | \$ 4,510                   |                         |                         |
| Computer Hardware/Software  | \$ 3,500            | \$ 3,500                   |                         |                         |
| <b>Materials &amp; Supplies Total:</b>  | <b>\$ 9,410</b>     | <b>\$ 9,410</b>            | <b>\$ -</b>             | <b>\$ -</b>             |
| Training/Staff Development  | \$ 500              | \$ 500                     |                         |                         |
| Insurance   | \$ 9,529            | \$ 9,529                   |                         |                         |
| Professional License  | \$ -                |                            |                         |                         |
| Permits   | \$ 3,500            | \$ 3,500                   |                         |                         |
| Equipment Lease & Maintenance   | \$ 3,600            | \$ 3,600                   |                         |                         |
| <b>General Operating Total:</b>   | <b>\$ 17,129</b>    | <b>\$ 17,129</b>           | <b>\$ -</b>             | <b>\$ -</b>             |
| Local Travel  | \$ -                |                            |                         |                         |
| Out-of-Town Travel  | \$ -                |                            |                         |                         |
| Field Expenses  | \$ -                |                            |                         |                         |
| <b>Staff Travel Total:</b>  | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts) | \$ -                |                            |                         |                         |
|   | \$ -                |                            |                         |                         |
| <b>Consultant/Subcontractor Total:</b>  | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| Other (provide detail):   | \$ -                |                            |                         |                         |
|   | \$ -                |                            |                         |                         |
|   | \$ -                |                            |                         |                         |
| <b>Other Total:</b>   | <b>\$ -</b>         | <b>\$ -</b>                | <b>\$ -</b>             | <b>\$ -</b>             |
| <b>TOTAL OPERATING EXPENSE</b>  | <b>\$ 70,239</b>    | <b>\$ 70,239</b>           | <b>\$ -</b>             | <b>\$ -</b>             |

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

|   |  |
|---|--|
| Contractor Name <u>Bayview Hunters Point Foundation</u> | Page Number <u>17</u>                    |
| Contract ID Number <u>1000011308</u>                    | Fiscal Year <u>2018-2019</u>             |
|   | Funding Notification Date <u>8/15/18</u> |

#### 1. SALARIES & EMPLOYEE BENEFITS

| Position Title                | FTE  | Amount    |
|-------------------------------|------|-----------|
| Executive Director            | 0.42 | \$ 56,057 |
| Deputy Director               | 0.42 | \$ 46,307 |
| Executive Assistant           | 0.42 | \$ 17,547 |
| Senior Accountant             | 0.42 | \$ 29,369 |
| AP/Payroll Accountant         | 0.42 | \$ 21,936 |
| Director of Clinical Services | 0.15 | \$ 13,161 |
| Director of Compliance        | 0.07 | \$ 3,730  |
|                               |      |           |
|                               |      |           |
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|  |       |    |                |
|--|-------|----|----------------|
| Subtotal:                                    | 2.32  | \$ | 188,107        |
| Employee Benefits:                           | 28.5% | \$ | 53,619         |
| <b>Total Salaries and Employee Benefits:</b> |       | \$ | <b>241,726</b> |

#### 2. OPERATING COSTS

| Expenses (Use expense account name in the ledger.)    | Amount            |
|---|-------------------|
| Office Rent   | \$ 43,870         |
| Supplies  | \$ 19,498         |
| Accounting Supervision & Audit Preparation Assistance | \$ 29,247         |
| Audit fees  | \$ 29,247         |
| Insurance   | \$ 15,216         |
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|   |                   |
| <b>Total Operating Costs</b>                          | <b>\$ 137,078</b> |

|                             |           |                |
|-----------------------------|-----------|----------------|
| <b>Total Indirect Costs</b> | <b>\$</b> | <b>378,804</b> |
|-----------------------------|-----------|----------------|



**Appendix C**  
**Reserved**

**Appendix D**  
**Reserved**



San Francisco Department of Public Health  
Business Associate Agreement

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

## RECITALS

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

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

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

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

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

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

### 1. Definitions.

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

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



## San Francisco Department of Public Health

## Business Associate Agreement

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

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

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

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

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

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

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

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

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

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



## San Francisco Department of Public Health

## Business Associate Agreement

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

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

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

## 2. Obligations of Business Associate.

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

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

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

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





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

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

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

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

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



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

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

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

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

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



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.



## San Francisco Department of Public Health

## Business Associate Agreement

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

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

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

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

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

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

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

## APPENDIX E



### San Francisco Department of Public Health Business Associate Agreement

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

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

|                  |   |                           |                   |
|------------------|---|---------------------------|-------------------|
| Contractor Name: | <b>Bayview Hunters Point Foundation</b> | Contractor City Vendor ID | <b>0000024522</b> |
|------------------|---|---------------------------|-------------------|

**PRIVACY 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 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.] [SFPDH 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 SFPDH'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 <b>only transferred or created on encrypted devices approved by SFPDH Information Security staff?</b>      |               |         |  |        |     |     |

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

| If Applicable: DOES YOUR ORGANIZATION... |   | Yes | No* |
|--|---|-----|-----|
| G  | Have (or will have if/when applicable) evidence that SFPDH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFPDH 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 SFPDH.) |     |     |
| 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 |  |
|--|---------------|--|-----------|--|------|--|

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

|                               |              |  |           |  |      |  |
|-------------------------------|--------------|--|-----------|--|------|--|
| EXCEPTION(S) APPROVED by OCPA | Name (print) |  | Signature |  | Date |  |
|-------------------------------|--------------|--|-----------|--|------|--|

|                  |   |                           |                   |
|------------------|---|---------------------------|-------------------|
| Contractor Name: | <b>Bayview Hunters Point Foundation</b> | Contractor City Vendor ID | <b>0000024522</b> |
|------------------|---|---------------------------|-------------------|

**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 |  |
|--|---------------|--|-----------|--|------|--|

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

|                               |              |  |           |  |      |  |
|-------------------------------|--------------|--|-----------|--|------|--|
| EXCEPTION(S) APPROVED by OCPA | Name (print) |  | Signature |  | Date |  |
|-------------------------------|--------------|--|-----------|--|------|--|

**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](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

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

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

Appendix -  
PAGE A

Control Number

**Contractor: Bayview Hunters Point Foundation For Cmmnty Improvement**

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

Tel. No.: (415) 468-5100

Fax No.: (415) 468-5104

**BHS**

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

PHP Division: Behavioral Health Services

INVOICE NUMBER: S04 JL 18

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD User Cd

Fund Source: SUD County - General Fund

July 2018

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-5 Jelani Family Program PC# - 38502 & 38505 - (HMHSCRES227) |                  |     |                       |     |                   |     |            |     |                        |     |            |      |
| Res-56a ODS Transitional Living Center                        | 5,475            | 15  |                       |     | -                 | -   | 0%         | 0%  | 5,475                  | 15  | 100%       | 100% |

Unduplicated Counts for AIDS Use Only.

| Description                      | BUDGET               | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET  | REMAINING BALANCE    |
|----------------------------------|----------------------|----------------------|------------------|--------------|----------------------|
| Total Salaries                   | \$ 323,160.00        | \$ -                 | \$ -             | 0.00%        | \$ 323,160.00        |
| Fringe Benefits                  | \$ 96,948.00         | \$ -                 | \$ -             | 0.00%        | \$ 96,948.00         |
| <b>Total Personnel Expenses</b>  | <b>\$ 420,108.00</b> | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 420,108.00</b> |
| Operating Expenses:              |                      |                      |                  |              |                      |
| Occupancy                        | \$ 43,700.00         | \$ -                 | \$ -             | 0.00%        | \$ 43,700.00         |
| Materials and Supplies           | \$ 9,410.00          | \$ -                 | \$ -             | 0.00%        | \$ 9,410.00          |
| General Operating                | \$ 17,129.00         | \$ -                 | \$ -             | 0.00%        | \$ 17,129.00         |
| Staff Travel                     | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| Consultant/ Subcontractor        | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| Other:                           | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
|                                  | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
|                                  | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| <b>Total Operating Expenses</b>  | <b>\$ 70,239.00</b>  | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 70,239.00</b>  |
| Capital Expenditures             | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| <b>TOTAL DIRECT EXPENSES</b>     | <b>\$ 490,347.00</b> | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 490,347.00</b> |
| Indirect Expenses                | \$ 73,552.00         | \$ -                 | \$ -             | 0.00%        | \$ 73,552.00         |
| <b>TOTAL EXPENSES</b>            | <b>\$ 563,899.00</b> | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 563,899.00</b> |
| Less: Initial Payment Recovery   |                      |                      |                  |              |                      |
| Other Adjustments (DPH use only) |                      |                      |                  |              |                      |
| <b>REIMBURSEMENT</b>             |                      | \$ -                 |                  |              |                      |

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 F  
PAGE B

Invoice Number

|     |    |    |
|-----|----|----|
| S04 | JL | 18 |
|-----|----|----|

User Cd

CT PO No.

Tel. No.:

[illegible]

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

Appendix F  
PAGE A

Control Number

**Contractor:** Bayview Hunters Point Foundation For Community Improvement

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

**Tel. No.:** (415) 468-5100

**Fax No.:** (415) 468-5104

**BHS**

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

**PHP Division:** Behavioral Health Services

**INVOICE NUMBER:** M13 JL 18

**Ct. Blanket No.:** BPHM TBD

**Ct. PO No.:** POHM TBD

**Fund Source:** MH CYF County General Fund

**Invoice Period:** July 2018

**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 YES PC# - 38171 - 251962-10000-10001670-0001 |                  |     |                       |     |                   |     |            |     |                        |     |            |      |
| Nonres-34 SA-Nonresidntl ODF Indv                | 336              | 28  |                       |     | -                 | -   | 0%         | 0%  | 336                    | 28  | 100%       | 100% |

Unduplicated Counts for AIDS Use Only.

| Description                      | BUDGET               | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET  | REMAINING BALANCE    |
|----------------------------------|----------------------|----------------------|------------------|--------------|----------------------|
| Total Salaries                   | \$ 131,000.00        | \$ -                 | \$ -             | 0.00%        | \$ 131,000.00        |
| Fringe Benefits                  | \$ 32,750.00         | \$ -                 | \$ -             | 0.00%        | \$ 32,750.00         |
| <b>Total Personnel Expenses</b>  | <b>\$ 163,750.00</b> | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 163,750.00</b> |
| Operating Expenses:              |                      |                      |                  |              |                      |
| Occupancy                        | \$ 52,200.00         | \$ -                 | \$ -             | 0.00%        | \$ 52,200.00         |
| Materials and Supplies           | \$ 4,200.00          | \$ -                 | \$ -             | 0.00%        | \$ 4,200.00          |
| General Operating                | \$ 4,100.00          | \$ -                 | \$ -             | 0.00%        | \$ 4,100.00          |
| Staff Travel                     | \$ 1,500.00          | \$ -                 | \$ -             | 0.00%        | \$ 1,500.00          |
| Consultant/ Subcontractor        | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| Other:                           | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
|                                  | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| <b>Total Operating Expenses</b>  | <b>\$ 62,000.00</b>  | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 62,000.00</b>  |
| Capital Expenditures             | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| <b>TOTAL DIRECT EXPENSES</b>     | <b>\$ 225,750.00</b> | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 225,750.00</b> |
| Indirect Expenses                | \$ 33,870.00         | \$ -                 | \$ -             | 0.00%        | \$ 33,870.00         |
| <b>TOTAL EXPENSES</b>            | <b>\$ 259,620.00</b> | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 259,620.00</b> |
| Less: Initial Payment Recovery   |                      |                      |                  |              |                      |
| Other Adjustments (DPH use only) |                      |                      |                  |              |                      |
|                                  |                      |                      |                  |              |                      |
|                                  |                      |                      |                  |              |                      |
| <b>REIMBURSEMENT</b>             |                      | <b>\$ -</b>          |                  |              |                      |

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 F  
PAGE B

Invoice Number

|     |    |    |
|-----|----|----|
| M13 | JL | 18 |
|-----|----|----|

User Cd

CT PO No.

### DETAIL PERSONNEL EXPENDITURES

[illegible]

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Appendix F  
PAGE A

INVOICE NUMBER: M12 JL 18

|                      |     |
|----------------------|-----|
| Ct.Blanket No.: BPHM | TBD |
|----------------------|-----|

User Cd

|                  |     |         |
|------------------|-----|---------|
| Cl. PO No.: POHM | TBD | User Cd |
|------------------|-----|---------|

Fund Source: MH MESA (PEI)

Invoice Period : July 2018

|                |  |                |
|----------------|--|----------------|
| Final Invoice: |  | (Check if Yes) |
|----------------|--|----------------|

ACE Control Number:

**Unduplicated Clients for Exhibit:**

Delivered THIS PERIOD  
Exhibit UDC

Delivered to Date  
Exhibit LDC

% of TOTAL  
Exhibit LDC

Remaining  
Deliverables  
Exhibit LDC

\*Unduplicated Counts for AIDS Use Only

|    |            |
|----|------------|
| \$ | 105,438.75 |
|    | 145,605.20 |

251.043.95

Signature: \_\_\_\_\_

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

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

**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 Community Improvement

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

**Tel. No.:** (415) 468-5100

**Fax No.:** (415) 468-5104

**BHS**

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

**PHP Division:** Behavioral Health Services

**INVOICE NUMBER:** M11 JL 18  
**Ct.Blanket No.:** BPHM TBD  
**User Cd**  
**Ct. PO No.:** POHM TBD  
**Fund Source:** MH WO DCYF Dimension Clinic/ GF CODE  
**Invoice Period:** July 2018  
**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>B-4 Dimensions LGBT Outpatient</b> |                  |     |                       |     |                   |     |            |     |                        |     |            |     |
| 00-20 Administration Support          | 450              | 25  |                       |     | -                 | -   | 0%         | 0%  | 450                    | 25  | 100%       | 0%  |

Unduplicated Counts for AIDS Use Only.

| Description                             | BUDGET               | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET  | REMAINING BALANCE    |
|---|----------------------|----------------------|------------------|--------------|----------------------|
| Total Salaries                          | \$ 68,662.00         | \$ -                 | \$ -             | 0.00%        | \$ 68,662.00         |
| Fringe Benefits                         | \$ 25,405.00         | \$ -                 | \$ -             | 0.00%        | \$ 25,405.00         |
| <b>Total Personnel Expenses</b>         | <b>\$ 94,067.00</b>  | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 94,067.00</b>  |
| <b>Operating Expenses:</b>              |                      |                      |                  |              |                      |
| Occupancy                               | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| Materials and Supplies                  | \$ 1,000.00          | \$ -                 | \$ -             | 0.00%        | \$ 1,000.00          |
| General Operating                       | \$ 4,000.00          | \$ -                 | \$ -             | 0.00%        | \$ 4,000.00          |
| Staff Travel                            | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| Consultant/ Subcontractor               | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| Other:                                  | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
|   | \$ -                 | \$ -                 | \$ -             | 0.00%        | \$ -                 |
| <b>Total Operating Expenses</b>         | <b>\$ 5,000.00</b>   | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 5,000.00</b>   |
| <b>Capital Expenditures</b>             | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ -</b>          |
| <b>TOTAL DIRECT EXPENSES</b>            | <b>\$ 99,067.00</b>  | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 99,067.00</b>  |
| Indirect Expenses                       | \$ 14,860.00         | \$ -                 | \$ -             | 0.00%        | \$ 14,860.00         |
| <b>TOTAL EXPENSES</b>                   | <b>\$ 113,927.00</b> | <b>\$ -</b>          | <b>\$ -</b>      | <b>0.00%</b> | <b>\$ 113,927.00</b> |
| <b>Less: Initial Payment Recovery</b>   |                      |                      |                  |              |                      |
| <b>Other Adjustments (DPH use only)</b> |                      |                      |                  |              |                      |
|   |                      |                      |                  |              |                      |
| <b>REIMBURSEMENT</b>                    |                      | \$ -                 |                  |              |                      |

**NOTES:**

MH WO - 251962-10002-10001799-0002 - \$111,148.00  
 MH CYFCnty CODB - 251962-10002-10001799-0002 - \$2,779.00

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

**Signature:** \_\_\_\_\_

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

**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 F  
PAGE B

Invoice Number

|     |    |    |
|-----|----|----|
| M11 | JL | 18 |
|-----|----|----|

User Cd

CT PO No.

### DETAIL PERSONNEL EXPENDITURES

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

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

Phone: \_\_\_\_\_

Appendix F  
PAGE A

|                 |     |    |    |
|-----------------|-----|----|----|
| INVOICE NUMBER: | M09 | JL | 18 |
|-----------------|-----|----|----|

|                      |     |
|----------------------|-----|
| Ct.Blanket No.: BPHM | TBD |
|----------------------|-----|

Ct. PO No.: POHM TBD User Cd

MH County Adult - General Fund

Invoice Period : July 2018

|                |  |                |
|----------------|--|----------------|
| Final Invoice: |  | (Check if Yes) |
|----------------|--|----------------|

ACE Control Number: 

# BHS

**Unduplicated Clients for Exhibit:**

482,003.20  
331.30  
12,133.72  
27,666.36

**522,135.08**

**\$ 522,096.00**

### Expenses To

**NOTES:**

**SUBTOTAL AMOUNT DUE**

Less: Initial Payment Recovery

### 2030: Initial Payment Recovery (For DBM Use) Other Adjustments

NET REIMBURSEMENT

Signature: \_\_\_\_\_

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

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

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  
FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F  
PAGE A

Control Number

INVOICE NUMBER: M06 JL 18

Contractor: Bayview Hunters Point Foundation For Cmnty Improvement

Cl. Blanket No.: BPHM TBD

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

Cl. PO No.: POHM TBD

**BHS**

User Cd

Tel. No.: (415) 468-5100

MH Adult Fed/ State/ County - GF

Fax No.: (415) 468-5104

Invoice Period: July 2018

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

Final Invoice: (Check if Yes)

PHP Division: Behavioral Health Services

ACE Control Number:

| Unduplicated Clients for Exhibit: | Total Contracted<br>Exhibit UDC | Delivered THIS PERIOD<br>Exhibit UDC | Delivered to Date<br>Exhibit UDC | % of TOTAL<br>Exhibit UDC | Remaining<br>Deliverables<br>Exhibit UDC |
|-----------------------------------|---------------------------------|--------------------------------------|----------------------------------|---------------------------|--|
|-----------------------------------|---------------------------------|--------------------------------------|----------------------------------|---------------------------|--|

\*Unduplicated Counts for AIDS Use Only:

| DELIVERABLES<br>Program Name/Reptg. Unit<br>Modality/Mode # - Svc Func (MH Only)         | Total Contracted |         | Delivered THIS PERIOD |         | Unit Rate | AMOUNT DUE | Delivered to Date |         | % of TOTAL   | Remaining Deliverables |         |
|--|------------------|---------|-----------------------|---------|-----------|------------|-------------------|---------|--------------|------------------------|---------|
|  | UOS              | CLIENTS | UOS                   | CLIENTS |           |            | UOS               | CLIENTS |              | UOS                    | CLIENTS |
| <b>B-1 Adult Behavioral Health PC# 38513 - (HMHMCC730515) 251984-10000-10001792-0001</b> |                  |         |                       |         |           |            |                   |         |              |                        |         |
| 15/ 10 - 57, 59 OP - MH Svcs   | 178,821          |         |                       |         | \$ 4.55   | \$ -       | 0.000             |         | 0.00%        | 178,821.000            |         |
| 15/ 60 - 69 OP - Medication Support  | 32,798           |         |                       |         | \$ 7.24   | \$ -       | 0.000             |         | 0.00%        | 32,798.000             |         |
| 15/ 70 - 79 OP - Crisis Intervention   | 430              |         |                       |         | \$ 6.01   | \$ -       | 0.000             |         | 0.00%        | 430.000                |         |
| 15/ 01 - 09 OP - Case Mgt Brokerage  | 17,669           |         |                       |         | \$ 3.51   | \$ -       | 0.000             |         | 0.00%        | 17,669.000             |         |
| 45/ 20 - 29 OS - Cmnty Client Svcs   | 421              |         |                       |         | \$ 183.55 | \$ -       | 0.000             |         | 0.00%        | 421.000                |         |
| <b>TOTAL</b>   | <b>230,139</b>   |         | <b>0.000</b>          |         |           |            | <b>0.000</b>      |         | <b>0.00%</b> | <b>230,139.000</b>     |         |

\$ 813,636.55  
237,457.52  
2,884.30  
62,116.19  
77,774.55

|                      |                        |                         |             |                    |              |                         |                        |
|----------------------|------------------------|-------------------------|-------------|--------------------|--------------|-------------------------|------------------------|
| <b>Budget Amount</b> | <b>\$ 1,193,526.00</b> | <b>Expenses To Date</b> | <b>\$ -</b> | <b>% of Budget</b> | <b>0.00%</b> | <b>Remaining Budget</b> | <b>\$ 1,193,526.00</b> |
|----------------------|------------------------|-------------------------|-------------|--------------------|--------------|-------------------------|------------------------|

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

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

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

DPH Authorization for Payment

Authorized Signatory

Date



- 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](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](mailto: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 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](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](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](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](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](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](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](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](mailto: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](http://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 hange the meaning or intent of any of the HHS Transaction Standard’s implementation specification. (45 CFR Part 162.915 (d))

## **2) Concurrence for Test Modifications to HHS Transaction Standards**

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

## **3) Adequate Testing**

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

## **4) Deficiencies**

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

## **5) Code Set Retention**

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

## **6) Data Transmission Log**

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Intergovernmental Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer

media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

**I. Nondiscrimination and Institutional Safeguards for Religious Providers**

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

**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.

#### **C1. Beneficiary Problem Resolution Process**

1. The Contractor shall establish and comply with a beneficiary problem resolution process.

2. Contractor shall inform subcontractors and providers at the time they enter into a subcontract about:

i. The beneficiary's right to a state fair hearing, how to obtain a hearing and the representation rules at the hearing.

ii. The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.

iii. The beneficiary's right to give written consent to allow a provider, acting on behalf of the beneficiary, to file an appeal. A provider may file a grievance or request a state fair hearing on behalf of a beneficiary, if the state permits the provider to act as the beneficiary's authorized representative in doing so.

iv. The beneficiary may file a grievance, either orally or in writing, and, as determined by DHCS, either with DHCS or with the Contractor.

v. The availability of assistance with filing grievances and appeals.

vi. The toll-free number to file oral grievances and appeals.

vii. The beneficiary's right to request continuation of benefits during an appeal or state fair hearing filing although the beneficiary may be liable for the cost of any continued benefits if the action is upheld.

viii. Any state determined provider's appeal rights to challenge the failure of the Contractor to cover a service.

3. The Contractor shall represent the Contractor's position in fair hearings, as defined in 42 CFR 438.408 dealing with beneficiaries' appeals of denials, modifications, deferrals or terminations of covered services. The Contractor shall carry out the final decisions of the fair hearing process with respect to issues within the scope of the Contractor's responsibilities under this Agreement. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a fair hearing decision.

i. Pursuant to 42 CFR 438.228, the Contractor shall develop problem resolution processes that enable beneficiary to request and receive review of a problem or concern he or she has about any issue related to the Contractor's performance of its duties, including the delivery of SUD treatment services.

4. The Contractor's beneficiary problem resolution processes shall include:

- i. A grievance process;
- ii. An appeal process; and,
- iii. An expedited appeal process.

## **Additional Provisions DMC-ODS**

### **1. Additional Intergovernmental Agreement Restrictions**

i. This Agreement is subject to any additional restrictions, limitations, conditions, or statutes enacted or amended by the federal or state governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

### **2. Voluntary Termination of DMC-ODS Services**

i. The Contractor may terminate this Agreement at any time, for any reason, by giving 60 days written notice to DHCS. The Contractor shall be paid for DMC-ODS services provided to beneficiaries up to the date of termination. Upon termination, the Contractor shall immediately begin providing DMC services to beneficiaries in accordance with the State Plan.

### **3. Nullification of DMC-ODS Services**

i. The parties agree that failure of the Contractor, or its subcontractors, to comply with W&I section 14124.24, the Special Terms and Conditions, and this Agreement, shall be deemed a breach that results in the termination of this Agreement for cause.

ii. In the event of a breach, the DMC-ODS services shall terminate. The Contractor shall immediately begin providing DMC services to the beneficiaries in accordance with the State Plan.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2018

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**

Merriwether &amp; Williams Insurance Services

License No.: OCO1378

550 Montgomery St., Suite 550

San Francisco

CA 94111

**INSURED**

Bayview Hunters Point Foundation For Community Improvement

Jelani House, Inc.

150 Executive Park, Suite 2800

San Francisco

CA 94134

CONTACT NAME: Myra Hogue

PHONE (A/C, No, Ext): (415) 886-3999

FAX (A/C, No): (415) 886-4421

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Scottsdale Insurance Co.

INSURER B: National Casualty Insurance Company

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: CL1811813970

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   | ADDL SUBR INSD | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|----------------|-----|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |                |     | OPS0089540    | 11/01/2018              | 11/01/2019              | EACH OCCURRENCE \$ 5,000,000  |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |                |     |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000                            |
|          |   |                |     |               |                         |                         | MED EXP (Any one person) \$ 5,000   |
|          |   |                |     |               |                         |                         | PERSONAL & ADV INJURY \$ 5,000,000  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER   |                |     |               |                         |                         | GENERAL AGGREGATE \$ 5,000,000  |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                |     |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 5,000,000   |
|          | OTHER   |                |     |               |                         |                         | \$  |
|          | AUTOMOBILE LIABILITY  |                |     |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$  |
|          | <input type="checkbox"/> ANY AUTO   |                |     |               |                         |                         | BODILY INJURY (Per person) \$   |
|          | <input type="checkbox"/> OWNED AUTOS ONLY   |                |     |               |                         |                         | BODILY INJURY (Per accident) \$   |
|          | <input type="checkbox"/> HIRED AUTOS ONLY   |                |     |               |                         |                         | PROPERTY DAMAGE (Per accident) \$   |
|          | <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY   |                |     |               |                         |                         | \$  |
|          | UMBRELLA LIAB   |                |     |               |                         |                         | EACH OCCURRENCE \$  |
|          | EXCESS LIAB   |                |     |               |                         |                         | AGGREGATE \$  |
|          | DED   |                |     |               |                         |                         | \$  |
|          | RETENTION \$  |                |     |               |                         |                         | \$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |                |     | WCC335083A18  | 07/01/2018              | 07/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               |                |     |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |                |     |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000   |
|          |   |                |     |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| A        | PROFESSIONAL LIABILITY  |                |     | OPS0089540    | 11/01/2018              | 11/01/2019              | PER CLAIM \$1,000,000   |
|          | CLAIMS MADE/Retro Date: 10/23/1999  |                |     |               |                         |                         | 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 INsofar AS TO THE OPERATIONS UNDER CONTRACT. COVERAGE IS PRIMARY INSURANCE TO ANY OTHER INSURANCE.

**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*

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**SCOTTSDALE INSURANCE COMPANY®****ENDORSEMENT  
NO. 4**

| ATTACHED TO AND<br>FORMING A PART OF<br>POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE<br>(12:01 A.M. STANDARD TIME) | NAMED INSURED   | AGENT NO.                     |
|---|--|---|-------------------------------|
| OPS0069540  | 11/01/2018   | Bayview Hunters Point Foundation for Community<br>Improvement | Negley<br>Associates<br>29518 |

In consideration of the premium charged the following is added to form CLS-59s (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

-----  
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

-----  
City and County of San Francisco, its officers, agents  
and employees  
Department of Homelessness and Supportive  
Housing  
1360 Mission Street, Suite 200  
San Francisco, CA 94103



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/22/2018

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  
Arthur J. Gallagher & Co.  
Insurance Brokers of CA, Inc. LIC #0726293  
1255 Battery Street, Suite 450  
San Francisco CA 94111

CONTACT  
NAME:  
PHONE (A/C, No. Ext):  
E-MAIL:  
ADDRESS:  
FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : NonProfits' United Vehicle Ins Pool

INSURED  
Bayview Hunter's Point Foundation for  
Community Improvement (0740)  
150 Executive Park, #2800  
San Francisco CA 94134

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

## COVERAGES

CERTIFICATE NUMBER: 487954999

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  | ADDL SUBR INSD WVD           | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|------------------------------|---------------|-------------------------|-------------------------|--|
|          | COMMERCIAL GENERAL LIABILITY   |                              |               |                         |                         | EACH OCCURRENCE \$   |
|          | CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>                            |                              |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$                         |
|          |  |                              |               |                         |                         | MED EXP (Any one person) \$  |
|          |  |                              |               |                         |                         | PERSONAL & ADV INJURY \$   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER  |                              |               |                         |                         | GENERAL AGGREGATE \$   |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                              |               |                         |                         | PRODUCTS - COMP/OP AGG \$  |
|          | OTHER:   |                              |               |                         |                         | \$   |
| A        | AUTOMOBILE LIABILITY   | Y                            | NPU1000-18    | 7/1/2018                | 7/1/2019                | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000                      |
|          | X ANY AUTO   |                              |               |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input type="checkbox"/> OWNED AUTOS ONLY  |                              |               |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          | <input type="checkbox"/> HIRED AUTOS ONLY  |                              |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          | <input type="checkbox"/> SCHEDULED AUTOS   |                              |               |                         |                         | \$   |
|          | <input type="checkbox"/> NON-OWNED AUTOS ONLY  |                              |               |                         |                         | \$   |
|          | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>                    |                              |               |                         |                         | EACH OCCURRENCE \$   |
|          | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>                             |                              |               |                         |                         | AGGREGATE \$   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |                              |               |                         |                         | \$   |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    | Y/N <input type="checkbox"/> | N/A           |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |                              |               |                         |                         | E L EACH ACCIDENT \$   |
|          |  |                              |               |                         |                         | E L DISEASE - EA EMPLOYEE \$   |
|          |  |                              |               |                         |                         | E L DISEASE - POLICY LIMIT \$  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Any Auto means any covered auto under the NPU Vehicle Insurance Program.

The City and County of San Francisco, its officers, agents and employees are Additional Insured but only insofar as to the operations under contract are covered that such policies are primary insurance to any other insurance per attached endorsements.

## CERTIFICATE HOLDER

## CANCELLATION

The City and County of San Francisco  
Community Behavioral Services  
1380 Howard Street  
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

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Authorized Representative:

Jeffrey L. Smith



# CERTIFICATE OF LIABILITY INSURANCE

BAYVI-1

OP ID: AT

DATE (MM/DD/YYYY)  
12/15/2017

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 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).

|   |  |  |  |               |
|---|--|--|--|---------------|
| <b>PRODUCER</b><br>R Carrie Insurance Agency, Inc<br>CA LIC 0C01382<br>P.O. Box 15580<br>San Francisco, CA 94115<br>Irja Carrie |  | <b>CONTACT NAME:</b> Irja Carrie<br><b>PHONE (A/C, No, Ext):</b> 415-567-7660<br><b>E-MAIL ADDRESS:</b> irja@carrieins.com<br><b>FAX (A/C, No):</b> 415-474-7409 |  |               |
| <b>INSURED</b><br>Bayview Hunters Point Found.<br>160 Executive Park Blvd#2800<br>San Francisco, CA 94134                       |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  | <b>NAIC #</b> |
|   |  | INSURER A: Hartford Fire Insurance Co  |  | 19682         |
|   |  | INSURER B:   |  |               |
|   |  | INSURER C:   |  |               |
|   |  | INSURER D:   |  |               |
|   |  | INSURER E:   |  |               |
| INSURER F:  |  |  |  |               |

**COVERAGES****CERTIFICATE NUMBER:****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   | ADDITIONAL SUBROGATION WVD                            | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|---|---------------|-------------------------|-------------------------|---|
|          | <b>GENERAL LIABILITY</b>  |   |               |                         |                         | EACH OCCURRENCE \$  |
|          | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |   |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$                                |
|          | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR                           |   |               |                         |                         | MED EXP (Any one person) \$   |
|          |   |   |               |                         |                         | PERSONAL & ADV INJURY \$  |
|          |   |   |               |                         |                         | GENERAL AGGREGATE \$  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER   |   |               |                         |                         | PRODUCTS - COMP/OP AGG \$   |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |   |               |                         |                         | \$  |
|          | <b>AUTOMOBILE LIABILITY</b>   |   |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                                      |
|          | <input type="checkbox"/> ANY AUTO   |   |               |                         |                         | BODILY INJURY (Per person) \$   |
|          | <input type="checkbox"/> ALL OWNED AUTOS  | <input type="checkbox"/> SCHEDULED AUTOS              |               |                         |                         | BODILY INJURY (Per accident) \$   |
|          | <input type="checkbox"/> HIRED AUTOS  | <input type="checkbox"/> NON-OWNED AUTOS              |               |                         |                         | PROPERTY DAMAGE (PER ACCIDENT) \$   |
|          |   |   |               |                         |                         | \$  |
|          | <input type="checkbox"/> UMBRELLA LIAB  | <input type="checkbox"/> OCCUR                        |               |                         |                         | EACH OCCURRENCE \$  |
|          | <input type="checkbox"/> EXCESS LIAB  | <input type="checkbox"/> CLAIMS-MADE                  |               |                         |                         | AGGREGATE \$  |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                            |   |               |                         |                         | \$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |   |               |                         |                         | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                   | <input type="checkbox"/> Y <input type="checkbox"/> N |               |                         |                         | E.L. EACH ACCIDENT \$   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  | N/A   |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$   |
|          |   |   |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$  |
| A        | <b>CRIME POLICY</b>   |   | FA0239190-17  | 12/31/2017              | 12/31/2018              | EMPLOYEE THEFT 1,700,000<br>7500 DED  |

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

**PROOF OF INSURANCE****CERTIFICATE HOLDER****CANCELLATION**

City & County of San Francisco  
Community Behavioral  
Health Services  
1380 Howard Street  
San Francisco, CA 94102

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2018

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).

|  |   |
|--|---|
| <b>PRODUCER</b><br>Merriwether & Williams Insurance Services<br>License No.: OCO1378<br>550 Montgomery St., Suite 550<br>San Francisco CA 94111                | <b>CONTACT NAME:</b> Myra Hogue<br><b>PHONE (A/C, No, Ext):</b> (415) 986-3999<br><b>FAX (A/C, No):</b> (415) 986-4421<br><b>E-MAIL ADDRESS:</b><br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Scottsdale Insurance Co.<br><b>INSURER B:</b> National Casualty Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
| <b>INSURED</b><br>Bayview Hunters Point Foundation For Community Improvement<br>Jelani House, Inc.<br>150 Executive Park, Suite 2800<br>San Francisco CA 94134 | <b>NAIC #</b>   |

**COVERAGES****CERTIFICATE NUMBER:** CL1811613970**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   | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |                    | OPS0069540    | 11/01/2018              | 11/01/2019              | EACH OCCURRENCE \$ 5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 5,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS - COMPROP AGG \$ 5,000,000<br>\$              |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   |                    |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>  |                    |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | N/A                | WCC335063A18  | 07/01/2018              | 07/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000<br>PER CLAIM \$1,000,000<br>AGGREGATE \$3,000,000 |
| A        | <b>PROFESSIONAL LIABILITY</b><br>CLAIMS MADE/Retro Date: 10/23/1998   |                    | OPS0069540    | 11/01/2018              | 11/01/2019              |   |

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 BUT INsofar AS TO THE OPERATIONS UNDER CONTRACT. COVERAGE IS PRIMARY INSURANCE TO ANY OTHER INSURANCE.

**CERTIFICATE HOLDER****CANCELLATION**

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

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POLICY NUMBER: OPS0069540

COMMERCIAL GENERAL LIABILITY

CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s)**

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations;  
or
- B. In connection with your premises owned by or rented to you.



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. Smith



SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO.**

| ATTACHED TO AND<br>FORMING A PART OF<br>POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE<br>(12:01 A.M. STANDARD TIME) | NAMED INSURED   | AGENT NO.                     |
|---|--|---|-------------------------------|
| OPS0069540  | 11/01/2018   | Bayview Hunters Point Foundation for Community<br>Improvement | Negley<br>Associates<br>29518 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED (VICARIOUS)—DESIGNATED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Person or Organization:**

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

In consideration of the premium charged, the coverage afforded under the Coverage Part/Form is extended to the Person or Organization designated above as an Additional Insured but only for any vicarious liability imposed upon the Additional Insured for the negligence of the Named Insured. There is no coverage for the Person or Organization listed above for its sole negligence or any other negligence unless it is the negligence of the Named Insured and such negligence arises directly from the Named Insured's activities performed for the Additional Insured.



**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 \_\_\_\_\_





1 [Contract Amendment - Bayview Hunters Point Foundation for Community Improvement -  
2 Behavioral Health Services - Not to Exceed \$13,489,343]

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 behavioral health services, to increase the agreement by \$3,689,230 for an**  
6 **amount not to exceed \$13,489,343; and to extend the term by fifteen months, from**  
7 **March 31, 2022, to June 30, 2023, for a total agreement term of July 1, 2018, through**  
8 **June 30, 2023; and to authorize DPH to enter into amendments or modifications to the**  
9 **contract prior to its final execution by all parties that do not materially increase the**  
10 **obligations or liabilities to the City and are necessary to effectuate the purposes of the**  
11 **contract.**

12  
13 WHEREAS, The Department of Public Health (DPH) selected Bayview Hunters Point  
14 Foundation for Community Improvement ("Bayview") to provide behavioral health services to  
15 adults and older adults under three competitive solicitations in 2016 and 2017, and Chapter  
16 21.42 of the San Francisco Administrative Code; and

17 WHEREAS, DPH entered into an agreement with Bayview to provide these services for  
18 three years, July 1, 2018, through June 30, 2021, for an amount not to exceed \$9,757,806  
19 subsequently amending the agreement for an amount to extend the term through March 31,  
20 2022, and to increase the agreement by \$42,307 for an amount not to exceed \$9,800,113;  
21 and

22 WHEREAS, Under this contract, Bayview provides outpatient mental health services to  
23 adults, adolescents, and children; prevention and early intervention behavioral health services  
24 at Balboa High School; fiscal intermediary services for the Dimensions Clinic, providing  
25 primary care and behavioral health services to Lesbian/Gay/Bisexual/Transgender transitional

1 age youth; and long-term residential and recovery programming through the Jelani Family  
2 Program; and

3 WHEREAS, Section 9.118 of the San Francisco Charter requires approval of the Board  
4 of Supervisors for contracts requiring anticipated expenditures exceeding \$10 million; now,  
5 therefore, be it

6 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public  
7 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the  
8 City and County of San Francisco, to execute Amendment No. 2 to the agreement with  
9 Bayview Hunters Point Foundation for Community Improvement for behavioral health services  
10 for an amount not to exceed \$13,489,343 for a total agreement term of July 1, 2018, through  
11 June 30, 2023; and, be it

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

18 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed  
19 by all parties, the Director of Health and/or the Director of the Office of Contract  
20 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for inclusion  
21 into the official File No. 211129.  
22  
23  
24  
25

1 RECOMMENDED

2 /s/

3 Dr. Grant Colfax

4 Director of Health



City and County of San Francisco  
**Tails**  
**Resolution**

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 211129

**Date Passed:** February 15, 2022

Resolution approving Amendment No. 2 to the agreement between Bayview Hunters Point Foundation for Community Improvement and the Department of Public Health (DPH) for behavioral health services, to increase the agreement by \$3,689,230 for an amount not to exceed \$13,489,343; and to extend the term by fifteen months from March 31, 2022, to June 30, 2023, for a total agreement term of July 1, 2018, through June 30, 2023; 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.

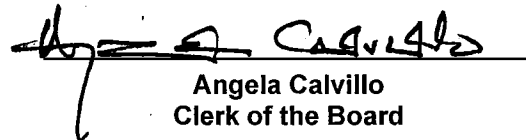
February 09, 2022 Budget and Finance Committee - RECOMMENDED

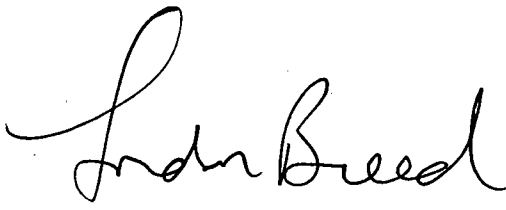
February 15, 2022 Board of Supervisors - ADOPTED

Ayes: 11 - Chan, Haney, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 211129

I hereby certify that the foregoing  
Resolution was ADOPTED on 2/15/2022 by  
the Board of Supervisors of the City and  
County of San Francisco.

  
Angela Calvillo  
Clerk of the Board

  
London N. Breed  
Mayor

2/25/22

Date Approved



City and County of San Francisco  
**London N. Breed, Mayor**

## San Francisco Department of Public Health

Grant Colfax, MD  
Director of Health

April 21, 2023

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

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and Bayview Hunters Point Foundation for Community Improvement, in the amount of \$20,138,218.

**This is a Behavioral Health Services contract. My understanding is that it will be referred to the new Homelessness and Behavioral Health Select Committee.** 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 and Amendment 2 Board Resolution 51-22, File No. 211129
- Form SFEC-126

For questions on this matter, please contact me at (415) 255-3492, [kelly.hiramoto@sfdph.org](mailto:kelly.hiramoto@sfdph.org).

Thank you for your time and consideration.

Sincerely,

*Kelly Hiramoto*

Kelly Hiramoto  
Acting Supervisor  
Office of Contracts Management and Compliance  
DPH Business Office

cc: Dr. Grant Colfax, Director of Health  
Greg Wagner, Chief Operating Officer  
Michelle Ruggels, Director, DPH Business Office

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**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 ~

[kellyhiramoto@SFDPH.org](mailto:kellyhiramoto@SFDPH.org) – office 415-255-3492 – fax 415 252-3088

1380 Howard Street, Room 419B, San Francisco, CA 94103

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